TOWNSHIP OF FAUQUIER-STRICKLAND

**Request for Proposal No. 2022-01**

**Fauquier Community Centre Siding Replacement**

****

May 2022

The Township of Fauquier-Strickland is soliciting bids and design proposals from qualified Contractors to provide construction services for the replacement of exterior finish for the Fauquier Community Centre. Proposals marked **“RFP 2022-01 Fauquier Community Centre Siding Replacement”** in the subject line may be submitted to:

**Nathalie Vachon, Director of Municipal Services/Clerk**

**Township of Fauquier-Strickland**

**20 Doyon Street, PO Box 40**

**Fauquier, ON P0L 1G0**

**Tel: 705-339-2521**

**Email:** [**nvachon@fauquierstrickland.com**](mailto:nvachon@fauquierstrickland.com)

and must be received no later than:

**THURSDAY, JUNE 16TH, 2022 AT 2:00 P.M.**

Documents relating to this Request for Proposal are available at the Fauquier-Strickland Municipal Office, 20 Doyon Street, Fauquier, ON P0L 1G0 or visit <https://www.fauquierstrickland.com/tenders>.

Questions regarding this Proposal must be directed, in writing to, Nathalie Vachon at [nvachon@fauquierstrickland.com](mailto:nvachon@fauquierstrickland.com). Please include **“RFP 2022-01 Fauquier Community Centre Siding Replacement”** in the subject line of the email.

The lowest of any Proposal will not necessarily be accepted. The Township reserves the right to reject any or all Proposals, to waive irregularities and informalities therein, and to award the Contract in the best interest of the Township in its sole and unfettered discretion. The accepted Proposal must be approved by Council.

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**SECTION 2**

**GENERAL INFORMATION AND INSTRUCTIONS**

**2.1 INTERPRETATION**

In this Request for Proposal, unless provided otherwise, the following definitions shall apply:

**“Addendum”** and **“Addenda”** means a written addendum or addenda issued with respect to this RFP;

**“Closing or Closing Date”** means the deadline by which to submit Proposals for this RFP as set out in the RFP, as may be amended by Addendum or other written notice of the Township;

**“Contract”** means the Contract arising upon the acceptance of a Proposal and award of the Contract by the Township in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Successful Proponent;

**“Evaluation Team”** means a team consisting of members of Township staff and, where considered appropriate by the Township in the exercise of an absolute discretion, Independent Consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;

**“Goods”** means any item of tangible personal property or computer software, and includes:

1. deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
2. tickets or like evidence of right to be in attendance at a particular place at a particular time or times or of a right of transportation;
3. energy, however generated; and
4. items of tangible personal property that are intended for installation as a fixture or otherwise for incorporation into land, a building or structure, or that are ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed or fertilizer;

**“Law”** means all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives, policies and controls of the municipal, provincial, and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction;

**“Municipality”** means the Township of Fauquier-Strickland and includes its designated employees, officials and agents;

**“Proponent”** means any person submitting a Proposal in response to this RFP;

**“Proposal”** means a Proposal made by a Proponent in response to this RFP;

**“Services”** means a service of any description required in order to complete the Work, whether engineering, commercial, industrial, trade, or otherwise, and includes all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in Goods;

**“Sub-Contractor”** means a person or entity having a direct Contract with the Successful Proponent to perform a part or parts of the Services or to supply Goods or Services with respect to the Work, upon the prior approval of the Township;

**“Successful Proponent”** means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by the Township;

**“Township”** means the Township of Fauquier-Strickland and includes its designated employees, officials and agents;

**“Total Contract Price”** means the fully inclusive, all-in total Contract price, constituting the sum of all costs quoted by a Proponent in its Proposal with respect to the Work,

1. including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs; but
2. excluding any options or alternatives requested in the Contract Documents that the Township elects not to purchase; and
3. excluding Harmonized Sales Tax (HST) or other applicable sales taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein.

**“Work”** means everything to be done, supplied or provided by the Successful Proponent under the Contract as applicable.

**2.2 INTENT OF THE REQUEST FOR PROPOSALS**

The Township of Fauquier-Strickland is soliciting Proposals from qualified contractors to submit bids and designs for the replacement of the exterior finish for the Fauquier Community Centre.

**2.3 COMMUNICATIONS REGARDING REQUEST FOR PROPOSAL**

All communication concerning this Request for Proposal shall be in writing and sent via email to:

Nathalie Vachon, Director of Municipal Services/Clerk

Email: [nvachon@fauquierstrickland.com](mailto:nvachon@fauquierstrickland.com)

No person other than the above-named person or her authorized representative is authorized to communicate for the Municipality with respect to this Proposal. Proponents who seek to obtain information, clarification or interpretation from another municipal official or employee is advised that such material is used at the Proponent’s own risk, and the Municipality shall not be bound by any such representations.

Answers to questions and clarifications may be released in the form of an addendum should the Municipality determine the information is relevant to all Proponents.

Telephone calls will not be accepted or returned. No verbal arrangement or agreement, relating to the work required under this project specified or requested under this RFP will be considered binding and every notice, advice or other communications pertaining to it, must be in writing.

**2.4 ELECTRONIC COMMUNICATIONS**

All enquiries received via electronic mail waive all right of confidentiality of the inquiry in the method of transmission and the Proponent shall assume all risks of such methods of communication.

**2.5 ADDENDA**

The Municipality hereby reserves the right in its sole discretion to amend this Request for Proposal any time prior to the closing date and time. Proponents are advised that any changes to the Proposal shall only be done by formal written addendum issued by the Municipality.

Proponents may be requested to confirm receipt of each addendum. It is each Proponent’s ultimate responsibility to ensure all addenda have been received prior to submission of their Proposal or, in any event, prior to the close of Request for Proposal, as Proposals cannot be amended or withdrawn following the closing time, for any reason.

**2.6 COST OF PROPOSAL**

All costs directly or indirectly incurred by the Proponent in responding to this Request for Proposal shall be at the sole cost of the Proponent.

**2.7 SUBMISSION OF PROPOSAL**

Proposals shall be accepted in PDF form by email only, and shall be submitted at or before the closing date and time, to the email address noted below:

**Closing Time/Date:** Thursday, June 16th, 2022, at 2:00 p.m.

**Email address:** [nvachon@fauquierstrickland.com](mailto:nvachon@fauquierstrickland.com)

Electronically mailed Proposals must be sent in a PDF version. Proponents should ensure all submission information is contained in a single PDF document. Receipt will be acknowledged by return email, within 72 hours of receipt.

**2.8 LATE SUBMISSIONS**

Proponents are solely responsible for ensuring their Proposal is received on time and at the proper location. Proposals received after the closing date and time shall not be accepted or considered.

**2.9 PUBLIC OPENING MEETING FOR THE PROPOSALS**

Proposals shall be reviewed at a public meeting on June 16th, 2022 via video conference at 3:00 p.m. All Proponents will be sent electronically the link to the public meeting. The link shall also be posted on the Municipality’s website site at <https://www.fauquierstrickland.com/>.

Should this date change, proponents will be advised of the new time, and date of the meeting which they may attend. All Proponent names shall be noted at the time of opening and proposals will be reviewed briefly for eligibility. All Proponents will be sent a notification by email, of the Public Opening record, noting each Bidder’s name and the total maximum bid amount.

**2.10 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The Municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended. Any Proponent who requires that the information in its Proposal be kept confidential must explicitly advise the Municipality of that fact.

**2.11 INFORMATION RELEASE TO PROPONENT BEFORE BID OPENING**

The number Proposals received and the names of Proponents, and all information contained in the proposals are confidential and shall not be divulged prior to the Public Opening.

**2.12 REQUEST TO WITHDRAW A PROPOSAL SUBMISSION**

Requests for withdrawal of a Proposal shall be allowed if the request is made before the closing time for the Proposal to which it applies. Requests must be directed to the Municipality’s Clerk (See 2.7 above) by electronic mail, by the Proponent, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal for the same project.

**SECTION 3 – TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL**

Each Proponent, by submitting a Proposal, represents that the Proponent has carefully read, understands and accepts the terms and conditions and specifications of the Request for Proposal in full.

**3.1 PROPOSAL REQUIREMENTS**

Proponents are required to confirm to the conditions listed below and those failing to do so may be subject to disqualification.

1. The Proposal Acknowledgement Form (Section &) must be signed in the space(s) provided on the form, with the authorized signature of the Proponent or of a designated official of the organization. If a joint Proposal is submitted, it must be signed on behalf of each of the Proponents and if the signing authority for both Proponent.
2. All Proposals shall be legible and conform to requirements described in Section 3.
3. Prices must be expressed in figures and in Canadian Dollars and include all travel costs, tariffs, freight and taxes unless otherwise stipulated.
4. Adjustments by telephone, e-mail or letter to a Proposal already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal must withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing time.

**3.2 PROPONENT’S OBLIGATION TO EXAMINE**

While the Municipality has made every effort to ensure the accuracy of the information provided in this document and otherwise to the Proponent, the Proponent shall not make any claim against the Municipality for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by the Municipality or a council member or an employee of the Municipality.

**3.3 OMISSIONS, DISCREPANCIES, CLARIFICATIONS, AND ADDENDA**

Considerable effort has been made to ensure an accurate representation of information in this document. The information is not guaranteed or warranted to be accurate by the Municipality or is it necessarily comprehensive or exhaustive. Nothing in the Request for Proposal is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

Should a Proponent find omissions from, or discrepancies in, any of the Request for Proposal documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent’s responsibility to immediately notify the Municipality in writing. (Reference Section 2.3 for contact information). If the Municipality considers that a correction, explanation or interpretation is necessary or desirable, the Municipality may issue a written addendum to all who have registered their interest in the Request for Proposal.

The Municipality reserves the right to clarify any proposal during the evaluation process, and shall not be bound to do so and Proponents should not assume they will have any further opportunity to clarify their proposal following the closing date and time.

**3.4 ALLOCATION OF RISK**

The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of non-acceptance by the Municipality of any Proposal submission or by reason of any delay in its acceptance.

**3.5 CONFLICT OF INTEREST**

Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict shall be grounds for the Municipality to terminate any Contract formed without liability and for cause. The following policy shall apply to this Request for Proposal and subsequent contract.

1. No employee or elected official of the Municipality may submit a Proposal.
2. All employees or elected officials shall disclose any business or personal relationship they might have in relation to this Request for Proposal or subsequent contract which might create a potential conflict of interest relative to the project.
3. All Proponents retained by the Municipality shall disclose to the Municipality prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest does exist, the Municipality may, at its discretion, choose not to award or may withhold the awarding of the contract until the matter is resolved to the satisfaction of the Municipality. Furthermore, if during the carrying-out of the project, a Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent shall so inform the Municipality.

**3.6 GRATUITIES**

Proponents shall certify that no Council member or municipal employee has benefited or will benefit financially or materially from the award of the contract. Any contract may be terminated by the Municipality if it is determined that gratuities of any kind were either offered to, or received by any member of council or municipal employee.

**3.7 GOVERNING LAW**

The laws of the Province of Ontario shall apply to this Request for Proposal and any contract formed as a result of this Request for Proposal and the Courts of Ontario shall have exclusive jurisdiction over any contract formed as a result of this Request for Proposal.

**3.8 NON-EXCLUSIVE**

Any contract awarded as a result of this Proposal shall be non-exclusive and the proponent acknowledges that the Municipality may in its sole discretion contract with others for the same or similar service during the term of any contract formed as a result of this Request for Proposal.

**3.9 LEGAL PROCEEDING WITH THE MUNICIPALITY**

No Proposal will be accepted from any company which has a claim or has instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contract.

**3.10 COMPLIANCE WITH LAWS**

Any Proponent is required to ensure compliance to and with any and all applicable laws and statutes. Failure to do so will result in the immediate cessation of business with the Municipality and appropriate authorities will be notified.

**3.11 SUBCONTRACTING AND ASSIGNMENTS**

Proponents should note that, unless otherwise agreed, the Municipality will assume that the employees or agents of the Proponent will be performing all services required by this RFP and any subsequent contract, which may be entered into by the Municipality. Any subcontracting or assignment in whole or in part by the selected Proponent must be approved by the Municipality in advance.

Therefore, in the event a Proponent wishes to subcontract any portion of the work, which is the subject matter of this RFP, the Proponent shall list the name and contact person of the proposed subcontractor together with that portion of the work that the proposed subcontractor is to do in its proposal.

**3.12 JOINT PROPOSALS**

In the event two or more persons, firms, companies or other organizations wish to submit a joint or consortium proposal pursuant to this RFP, the proposal shall identify a single prime Proponent who will be responsible for overall project management and successful completion of the Project.

Such prime Proponent shall provide a single point of contact and single billing point and shall for all intents and purposes be treated as the selected Proponent under the contract. The Municipality shall not be liable for payment to any of the selected Proponent’s partners, subcontractors, employees, agents or Consultants in the event the selected Proponent defaults on its responsibilities.

**3.13 NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the Contract Documents, no person whether natural, or body corporate, other the Proponent has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with proposals submitted for this project and the Proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

**3.14 IRREGULARITIES**

The Municipality reserves the right in its sole discretion to:

1. Waive irregularities and/or minor non-compliance by any Proponent with the requirements of this RFP;
2. Request clarification and/or further information from one or more Proponents after closing without becoming obligated to offer the same opportunity to all Proponents;
3. Enter into contract discussion with one or more Proponents; and
4. To award to more than one Proponent if it is in the Municipality’s best interest to do so.

**3.15 CONFIDENTIALITY OF INFORMATION**

Information pertaining to the Municipality obtained by the Proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the Municipality. The Municipality shall declare and mark certain information about the Corporation to be received by the Proponent as “Confidential”. The Proponent must not disclose such “Confidential” information to any third parties unless authorized to do so in advance in writing by the Municipality.

The Proponent and the Municipality agree that the reciprocal obligations of confidentiality will survive the termination of any contract that might arise between the parties.

**3.16 MATHEMATICAL ERRORS**

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total Proposal prices and words shall govern over numbers.

**3.17 RIGHT TO ACCEPT OR REJECT SUBMISSION**

The Township of Fauquier-Strickland reserves the right to accept or reject all or part of any submission or to rescind this Request for Proposal at any time at no cost to the Municipality.

**SECTION 4**

**PROJECT DESCRIPTION**

**4.1 INTRODUCTION**

The Township of Fauquier-Strickland is looking at replacing the current exterior finishing (siding) of the Fauquier Community Centre with metal siding for extra durability.

The Township of Fauquier-Strickland is seeking Proposals from “Qualified Contractors” to undertake this project.

For the purpose of this Proposal, Proponents are to provide bid submission for all materials, labour, equipment, services and incidentals to complete the job.

**4.2 SCOPE OF WORK**

* Remove and dispose of existing canexel siding
* Replace any damaged or rotten materials
* Remove two (2) vent grills on west exterior wall and install two (2) new caps to replace ventilation grills
* Remove Community Centre sign on North wall and install new sign which will be provided by the Township
* Install 1 x 4 strapping on exterior walls to receive new metal siding
* Install metal siding similar to VicWest Bellara Steel Siding (colour to be chosen and confirmed by the Township)
* Install Community Centre lettering on west side wall of building
* Clean up job site

**Please note that a mandatory site visit will be necessary in order to fully examine and measure the exterior of the Community Centre to submit a bid that includes the complete design scope as well as materials and labour required to obtain a completely finished exterior building.**

**The mandatory site visit will take place on Thursday June 2nd, 2022 at 1:00 pm. at the Fauquier Community Centre located at 25 Grzela Road.**

**4.3 PROPOSAL SUBMISSION**

Proponents shall submit their Proposals to the Township of Fauquier-Strickland. The Proponents shall provide all fee information, in writing, and may supplement the documents submitted as part of the Proponent’s expression of interest. The Proposals shall be evaluated on merit in accordance with the evaluation criteria.

Any questions can be directed, in writing, to Nathalie Vachon, Director of Municipal Services/Clerk at [nvachon@fauquierstrickland.com](mailto:nvachon@fauquierstrickland.com). Please include **“RFP 2022-01 Fauquier Community Centre Siding Replacement”** in the subject line of the email.

1. **INFORMATION REQUIRED**

The Proponent’s Proposal shall include, but need not be limited to, the following:

1. The team organization clearly identifying sub-contractors and their roles;
2. A project schedule and an estimated date of completion;
3. A concise description of the project design;
4. The physical business address, email, telephone, cell phone numbers and/or fax number for contacting the Proponent;
5. Any other relevant information that will assist in evaluation of submission.

**4.5 SCHEDULE**

**Issue Date of RFP: Friday May 27th, 2022**

**Mandatory Site Visit: Thursday, June 2nd, 2022**

**Deadline for Questions: Monday, June 13th, 2022**

**Note:**  Verbal questions will not be accepted. Questions must be received in writing via email. Questions can be directed to Nathalie Vachon, Director of Municipal Services/Clerk at [nvachon@fauquierstrickland.com](mailto:nvachon@fauquierstrickland.com). Please include **“RFP 2022-01 Fauquier Community Centre Siding Replacement”** in the subject line of the email.

**Deadline for Issuing Addenda: Tuesday, June 14th, 2022**

**Deadline for Submission: Thursday, June 16th, 2022**

**4.6 OCCUPATIONAL HEALTH AND SAFETY PLAN**

The Successful Proponent will be responsible for meeting all of the employer obligations under the Occupational Health and Safety Act (OHSA) and shall ensure that all work is carried out in accordance with the OHSA and all applicable regulations.

**SECTION 5**

**SELECTION OF PROPONENT**

**5.1 EXECUTION OF CONTRACT**

A Proponent may be selected to enter into a Services Agreement based on this RFP and the Proponent’s submission.

The submission form will be appended to the Agreement.

The Township of Fauquier-Strickland will not necessarily accept the lowest price or any Proposal. Any implication that the lowest or any Proposal will be accepted is hereby expressly negated.

The Township of Fauquier-Strickland reserves the right in its sole discretion to negotiate modifications to any proposal received without becoming obligated to offer to negotiate with any other Proponent(s). If negotiations with the selected Proponent are unsuccessful, the municipality reserves the further right in its sole discretion to enter into negotiations with any other Proponent(s).

Upon successful negotiations with a selected Proponent leading to a contract acceptable, the Council of the Township of Fauquier-Strickland may in its discretion award a contract. The award will be subject to the successful execution of an agreement.

**SECTION 6**

**TERMS AND CONDITIONS**

Should a contract be awarded, the reference to Proponent would become Contractor.

**6.1 AWARDING OF CONTRACT**

The authority to award a contract rests exclusively with the municipal Council of the Township of Fauquier-Strickland. The Council will exercise its authority in respect of a contract for this project by way of by-law and/or resolution passed at a properly constituted meeting.

**6.2 INDEMNITY**

By submitting a Proposal to the Municipality, the Proponent agrees that he/she shall be responsible for and shall give adequate attention to the faithful prosecution and completion of all matters pursuant to the contract. In addition to the faithful prosecution and completion of all matters pursuant to the contract. In addition to the protection provided, the Proponent shall promptly indemnify and save harmless the Municipality from all suits and actions for damages and costs to which the Municipality might be put by reason of injury to or death of persons and damage to property resulting from negligence, breach, fault, act, omission, default, carelessness or any other cause in the performance of his work. The indemnity obtained in the contact shall not be prejudiced by, and shall survive, the termination of the contract.

**6.3 INSURANCE**

The Proponent shall, during the entire term of an Agreement, and any renewal or extension thereof, take out and keep in full force and effect insurance for Commercial General Liability Insurance including bodily injury including death, property damage, personal injury, contingency employers liability and cross liability in which the limits of liability shall be no less than $2,000,000.00 per occurrence, and no less than $2,000,000.00 per claim and motor Vehicle Liability Insurance including Non-Owned Automobile of not less than $2,000,000.00 per occurrence, all at the Proponent’s sole cost and expense.

All policies shall be written with insurance companies qualified to do insurance business in the Province of Ontario. A copy of all insurance policies or certificates of insurance shall be delivered to the Municipality prior to the commencement of the work. All insurance coverage will be at the Proponent’s sole cost and expense.

The Proponent shall provide certificate of insurance with the municipality, its council and employees added as additional insured with respect to the Commercial General Liability policy. All policies of insurance shall provide for thirty (3) days written notice to the Township prior to any cancellation, material change or amendments restricting coverage of any policy or policies. A copy of the Insurance Certificate is required for the RFP submission in accordance with Section 2.6.

**6.4 OCCUPATIONAL HEALTH AND SAFETY**

The Proponent comply fully with the Occupational Health and Safety Act.

**6.5 WORKPLACE SAFETY AND INSURANCE**

The Proponent will be required to furnish the Municipality with a Workplace Safety and Insurance Board Certificate of Clearance. The Proponent shall at all times comply with the provisions of the WSIB Act. All Proposals’ involving a labour component requires that a WSIB clearance be submitted with the Proposal. The Proponent shall at all relevant times carry Workplace Safety and Insurance Board of Ontario (WSIB) coverage or Employers Liability Insurance in the amount of not less than $2,000,000.00. A copy of the Certificate of Clearance is required for the RFP submission in accordance with Section 2.6.

**6.6 PERMITS, FEES AND LICENSES**

The Proponent shall pay for any and all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Municipality and any other governing body, wherever applicable, unless otherwise specified.

**6.7 FREEDOM OF INFORMATION**

All information obtained by the Proponent in connection with this Proposal is the property of the Township of Fauquier-Strickland and must be treated as confidential. It may not be used for any purpose other than for replying to this Proposal, and for fulfillment of any subsequent contract with the Township of Fauquier-Strickland.

**6.8 SUBCONTRACTOR**

Where the Proponent proposes to retain a subcontractor(s) for any part of the work to be performed for this project, the Proponent shall provide, as part of the proposal, a written statement from an officer of the proposed subcontractor(s) agreeing to be bound to the same terms and conditions as the Proponent is to be bound in this RFP and the final project contract.

In granting consent to any sub-contracting or assignment by the Proponent, the Municipality reserves the right to impose such additional terms as the Municipality deems advisable as a condition of any such subcontract or assignment.

**6.9 COPYRIGHT**

The Proponent represents, warrants, and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right. All plans, reports and final documentation produced by the Proponent will be the sole and exclusive property of the Municipality.

**SECTION 7**

**PROPOSAL ACKNOWLEDGEMENT FORM**

**7.1 COMPANY ADDRESS AND CONTACT INFORMATION**

Complete the following information and submit this section in the Proposal submission package.

NAME OF PROPONENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WEBSITE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HST#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POSITION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7.2 ACKNOWLEDGEMENT OF DOCUMENTS RECEIVED BY PROPONENTS AND AGREEMENT TO TERMS AND CONDITIONS**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the undersigned, **HEREBY DECLARE AND ACKOWLEDGE:**

**THAT** I have examined the documentation and information contained in this proposal and appendices and accompanying documents;

**THAT** I declare that no person, firm, corporation nor other organization other than disclosed herein has any interest in this Proposal or nay contract which may result;

**THAT** this Proposal is made by the undersigned without collusion or fraud with any other entity;

**THAT** all statements in this Proposal are true and accurate in all respects;

**THAT** full disclosure has been made of any conflict of interest or potential conflict of interest;

**THAT** Addenda No. \_\_\_\_\_ to \_\_\_\_\_\_ (if any) have been reviewed by me and form part and parcel of the RFP and any contract which may result;

**THAT** I do hereby offer to enter into a contract to do all the work as described in the RFP and provide all expertise, labour, materials and all necessary items to complete the project to the full and complete satisfaction of the Township for the maximum sum of:

in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in numbers: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THAT** my/our proposal is irrevocable after close of Proposal submissions for a period of not less than ninety (90) calendar days from that date.

Executed by me/us this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**Authorized signing officer(s) / person(s):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print name Print name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Signature**