



Request for Proposal

Modular Slide

PROJECT INFORMATION

Project Number:	2-2-527-09-73-16
Name of Project:	Modular Slide
Project Location:	Hinton, Alberta Dr. Duncan Murray Recreation Centre 805 Switzer Drive, T7V 1V1
Date Request for Proposal Issued:	June 21, 2023
Deadline Date for Submissions*:	July 31, 2023
Submissions made to:	Connor Shaw, Acting Aquatic Supervisor
Email Address:	cshaw@hinton.ca
Corporate Address:	Government Centre 2 nd Floor, 131 Civic Centre Rd Hinton, Alberta, T7V 2E5
Contact Number:	780-740-8063

All questions and/or clarifications must be sent **in writing** directly to Connor Shaw, Acting Aquatic Supervisor at cshaw@hinton.ca on or before local 16:00:00 local time (MST) on Friday, July 21st, 2023.



PART 1 - INTRODUCTION

1.1 Invitation to Submit Proposal

The Town of Hinton (the “Town”) is requesting proposals from qualified, interested firms to provide professional services for the Modular Slide further described in PART 3 – Proposal Deliverables.

The Town intends to select the Proponent who presents, and is able to complete, a proposal that fulfills the Town’s objectives to the greatest degree and best satisfies the evaluation criteria as set out in this Request for Proposal (RFP).

For the purposes of this procurement process, the “Town Contact” shall be:

Town Contact: Connor Shaw, Acting Aquatic Supervisor

Email: cshaw@hinton.ca

1.2 Contract for Deliverables

The selected Proponent will be requested to enter into negotiations for an agreement with the Town of Hinton for the provision of the Deliverables in the form attached as Appendix A to the RFP. It is the Town’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only one (1) legal entity. The term of the agreement is to be for the period of time required to complete the project as defined. Sub-contracting portions of this project is permitted as long as the Town is advised prior to the commencement of the work.

1.3 Site Conditions

In preparation of the proposal, the bidder must examine the work site, either personally or through a representative, and be satisfied as to the nature and location of the work, all conditions at the site, the equipment and facilities needed preliminary to and during the execution of the work, the means of access to the site, all necessary information as to risks, contingencies and circumstances as may affect the proposal, and all other matters which can, in any way, affect the work under the Contract. The aforementioned assessments will be required to be provided in writing to the Town Contact. The bidder is fully responsible for obtaining all information required for preparation of the tender and for the execution of the work.

In submitting a proposal, the bidder accepts all environmental risks and conditions, all legal requirements applicable to the work, all labour conditions, including productivity, availability and qualifications, and all conditions affecting safety.

The bidder is not entitled to rely on any data or information included in the RFP as to site or subsurface conditions or test results indicating the suitability, quantity, or otherwise of site or subsurface materials for any use in carrying out the construction of the work. The Proponent will be expected to arrange for a technical assessment of the site to inform the completion of project activities.

If the bidder requires additional time to conduct independent investigations or is of the opinion either that the site or subsurface conditions or that the site or subsurface materials differ materially from that indicated by data or information included in the RFP, the bidder shall promptly request such additional time or notify the Town, in writing, of the bidder’s opinion before the time of tender submission. The Town may, at its sole discretion, either extend the time for submission of tenders to enable bidders to carry out further investigation or issue an



addendum modifying the RFP or both as the circumstances may permit, issuing the information to all bidders in an addenda, in the event that no bidders are able to bid on this RFP.

During the execution of the project the work site may be occupied with other contractors and workers. It is the expectation of the Town that the Proponent or their designate attend a safety briefing each day prior to the commencement of their work with the Town’s Contact to ensure all stakeholders are aware of what work is occurring that day, and that such is conducted in accordance with all Health & Safety legislation and regulations applicable to the environment.

1.4 Inspection of Work

The Town shall be entitled to access the work site for inspection at all times. The Proponent shall provide to the Town a designate for such inspection. Any such inspection will be directed to assure that the performance of the work conforms to the requirements of the contract documents, and all safety legislation under Alberta OHS Act, Regulation, and Code.

1.5 Clean Up

The Proponent shall at all times maintain a work site free from accumulation of waste material and debris. At the completion of the work, the Proponent shall remove unwanted and unused material, tools, and equipment from the work site and leave the site clean. The Town may remove unwanted or unused material, tools, and equipment left at the site after completion of the work and charge the cost of such removal to the Proponent.

PART 2 - INSTRUCTIONS TO PROPONENT

2.1 Schedule of Events

Proponents must submit their proposals according to the following schedule and instructions. The following schedule is an estimated timeframe of events for the proposed RFP, which may be subject to change by the Town throughout this process. Timeframe for the dates below is 23:59:00 local (MST) unless otherwise provided.

Issuing of Proposal	June 21, 2023; 13:00:00 MST
Deadline for Questions	July 21, 2023; 16:00:00 MST
Deadline for Issuing Addenda	July 26, 2023
Submission of Proposal Deadline	July 31, 2023
Proposal Review by Hinton Youth Advisory Council	Before August 7, 2023
Proposal Acceptance by Council	August 15, 2023; 16:00:00 MST
Slide Installation Deadline	September 2023 (Pool Shut Down)
Project Sign-Off Deadline	October 31, 2023

2.2 Proposals Should Be Submitted in Prescribed Manner

Proposal signed and dated will be received by email to Connor Shaw, Acting Aquatic Supervisor at the address outlined below and in Section 1.1 of this RFP. cshaw@hinton.ca



The RFP must be emailed at or prior to August 7, 2023 or it will not be accepted. RFPs submitted late, mailed, or faxed will not be considered.

The Town is not responsible for the timeliness of documents emailed nor will the Town accept any RFP emailed to the wrong email address.

2.3 Withdrawing Proposals

At any time throughout the RFP process, a bidder/Proponent may withdraw a submitted proposal. To withdraw, a notice of withdrawal must be signed by an authorized representative and sent to the Town Contact listed in Section 1.1 of this RFP. The Town is under no obligation to return withdrawn proposals.

PART 3 – PROPOSAL DELIVERABLES

3.1 Purpose

The purpose of this RFP is to invite proposals from qualified companies for the provision of the Modular Slide as identified throughout Part 3, while meeting all of the specified performance requirements outlined in this document.

3.2 Scope of Work

The Proponent shall furnish all of the materials (except as otherwise specified to be supplied by subcontractors) and all of the equipment and labour necessary to perform the work described in the contract documents, all in accordance with the requirements and provisions of the contract, and demonstrate all required certifications for the project entitled:

MODULAR SLIDE

Additional details are provided under section 6.7. The objective of completing the scope includes the following but is not limited to:

Action Item 1: Conduct Foundation Assessment

- Provide in writing to the Town a completed foundation assessment applicable to slide location, including placement recommendations.

Action Item 2: Provide Modular Slide Options

- Provide the Town with Modular Slide options with cost and shipping included.

Action Item 3: Installation of Modular Slide

- Proponent will provide all labour, materials, and equipment necessary to perform and complete installation of Modular Slide, including part acquisition

Action Item 4: Hold Backs and Warranties

Holdbacks

- The Town will maintain a holdback as follows:

- 10% of the accrued amount approved will be withheld until 50% of the value of the work is completed; and
- 5% of the accrued amount approved will be withheld until the issuance of a Construction Completion Certificate by the Town.
- The Town will issue payment in accordance with the project timelines; the Town will not issue payment for initiatives of the project scope of work not undertaken. The Town reserves the right to terminate any agreement in accordance with the provisions of Appendix A, in addition to at each phase gate of the project by providing written notice to the Proponent.
- In addition to the foregoing, the Town shall have the right to retain an additional holdback to the extent necessary to protect the Town from loss on the account of one or more of the following:
 - The Proponent, in the opinion of the Town, is not making satisfactory progress;
 - Rejected work has not been remedied;
 - Claims relating to the work filed, or reasonable evidence in the opinion of the Town indicating probable filing of claims;
 - Evidence of failure of the Proponent to make payment to Sub-contractors for products or labour; or
 - Damage to other contractors or the work of other contractors

Release of Holdback

- The Proponent shall submit to the Town, following the issuance of the Substantial Completion Certificate or Construction Completion Certificate, an application for release of holdback accompanied by:
 - A statement of the amount claimed;
 - A certificate from the Workers' Compensation Board, dated after the date of issuance of the Substantial Completion Certificate or Construction Completion Certificate, verifying that assessment dues from the Proponent and any sub-contractors have been paid;
 - A sworn statement, or statutory declaration, dated after the issuance date of the Substantial Completion Certificate or Construction Completion Certificate, that all accounts for labour, subcontracts, products, construction machinery and equipment, and other indebtedness which may have been incurred by the Proponent in the performance of the work and for which the Town might in any way be held responsible, have been paid in full;
 - Such reasonable evidence as the Town may require showing the Proponent's entitlement to the payment claimed; and
 - A declaration that the Proponent has no other claim arising from the work, including overhead, impact costs, loss or damages.
- The Town will commence approval for payment of the appropriate holdback amount forty-five (45) days after the date the Town receives the Substantial Completion Certificate or issues the Construction Completion Certificate. The sums included on this Release of Holdback Certificate shall constitute final payment under the Contract.

Warranty

- The Proponent warrants that the work is and shall be free from any and all defects and deficiencies in workmanship performed, and materials and equipment supplied, by the Proponent, its sub-contractors, or suppliers for a period of twenty-four (24) months.
 - The Town will give notice to the Proponent of any observed defects to the work within the warranty period.
 - The Proponent shall promptly correct, at the Proponent's expense and to the satisfaction of the Town, any defects observed in the work during the warranty period. The Proponent shall pay for any damage to other work as the result of defects in the work that arise during the warranty period.
 - If an applicable law or product warranty extends the liability for faulty products or workmanship beyond the warranty period, then the provisions of such shall apply.
 - Any extended warranties required beyond the applicable warranty period shall be as specified in the Contract Documents. Extended warranties shall be issued by the warrantor to the benefit of the Town. The Proponent's responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibility of the warrantor.
 - If, in the opinion of the Town, an observed defect requires immediate correction during the warranty period, the Town may perform the correction or cause the correction to be performed by others and the Proponent shall be liable to reimburse the Town for any costs incurred as a result of the correction.

Final Acceptance Certificate

Thirty (30) days prior to the expiration of the warranty period, the Proponent shall apply to the Town for a Final Acceptance Certificate. The Town shall issue a Final Acceptance Certificate to the Proponent if all observed defects in the work have been corrected to the satisfaction of the Town. In the event that all observed defects have not been corrected to the Town's satisfaction, the warranty period shall remain in effect and the Final Acceptance Certificate shall not be issued until all observed defects have been corrected to the satisfaction of the Town.

Compliance

- The Proponent will be responsible to take all necessary measures to comply with requirements of all applicable Federal and Provincial legislation and Municipal Bylaws in respect to the Town of Hinton, and act in accordance with all policies, guidelines and standards from the Town and any authorities having jurisdiction.

Documentation and Reporting Requirements

- Proponent will perform general administrative duties associated with the project, including monitoring progress, preparation of progress reports, minutes, scheduling, and general correspondence with the Town throughout the course of the project.

Approval

- In all cases where approval or direction is required, it shall be provided in writing by the Town's Contact and/or their designated representative.

PART 4 – PROPOSAL FORMAT

Proposals shall contain the following and should be organized in the following format using the sequence provided below to facilitate evaluation and to ensure each proposal receives full consideration.

4.1. Executive Summary

Summary touching on pertinent points in the proposal you wish to highlight, including an overview of the project schedule and costs.

4.2. Corporate Profile, Qualifications and Experience

Details should include the following:

- Corporate information - organization size, structure, and location
- Identification of any sub-contractor(s) or partner(s) that are included as a part of the assigned project team, including the relationship between the Proponent and any sub-contractor(s) (i.e., past projects completed together);
- Summary of knowledge, skills, and expertise in Municipal Engineering Design Standards, Alberta Pool Standards, etc.; and
- The number of years in operation and number of years providing similar services.

4.3. References and Past Performance on Similar Projects

Listing the Proponent's related experience and expertise with three (3) similar projects within the past five (8) years. Projects should demonstrate the necessary knowledge, skills, and expertise as they relate to the deliverables; all three (3) references should be from municipal government clients, facility owners the house water slides, aquatic facilities, or other relevant references.

Project references must include:

- Project name;
- Client name;
- Scope of Work /project summary;
- Contract dollar value; and
- Date and length of the project.

4.4. Project Team

Details should include the following:

- Identification and qualification of the project manager that will be responsible for the day-to-day delivery of the project with a description of related experience in performing work for similar projects.
- The roles and responsibilities of the Proponent and any of its agents, employees and sub-contractors who will be involved in providing the deliverables.
- An organizational chart indicating how the Proponent intends to structure its working relationship with the Town.
- Availability of key staff members/assigned project team and capacity to complete the work.

4.5. Project Understanding and Proposed Methodology

Detailing the organization's ability to satisfy, at minimum, all aspects of the project as outlined in this RFP. This section shall include:

- Understanding of the overall project and the deliverables of the RFP;

- A project management plan identifying measures and practices employed to maintain schedule and cost control for the project including the steps the Proponent’s project manager would take to address unforeseen project concerns; and
- Identification of quality assurance processes.

4.6. Work Plan and Project Schedule

For completing the Scope of Work for this RFP in accordance with the timelines identified above, bidders are to include proposed timelines for required meetings with Town staff for interviews to review project status and deliverables. Proposals should indicate anticipated meeting frequency and length.

4.7. A Detailed Cost Estimate

To complete the full Scope of Work, the estimate shall include the number of days required to complete each of the tasks by each member of the consulting team. The proposal will include a table showing rates for all consulting team members. The bidders shall provide information on the mark-up for disbursements.

4.8. Mandatory Forms

Forms must be included in the proposal as follows:

- Submission Form (Appendix B) completed and signed by an authorized representative of the Proponent;
- Reference Form (Appendix C) completed.

PART 5 - EVALUATION OF PROPOSALS

Review and evaluation of the RFP submissions will encompass the Pass/Fail items for Mandatory Requirements and a points system for the Rated Criteria. The bidder’s submission should be organized and include sufficient information to provide for ready evaluation of each parameter. Only complete and clear information will be evaluated, while incomplete or unclear submissions will be rated as “Fail” or scored accordingly.

5.1 Mandatory Requirements, Rated Criteria and Rectification

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a bidder may not make any changes to any of the forms. Bidders submitting proposals that do not meet the mandatory requirements will be provided an opportunity to rectify any deficiencies should the Town not receive sufficient proposals completed to the expected standard.

5.1.1 Other Mandatory Requirements

Section	Description	Evaluation
1	Current Alberta Construction Safety Association Certificate of Recognition (COR) or (SECOR)	Pass / Fail

5.1.2 Rated Criteria

Section	Description	Points
2	Corporate profile, relevant corporate experience	10
3	Project team qualification and experience	25
4	A detailed cost estimate	10

5	References, from three (3) recent clients for services provided similar to those requested in this RFP in the last five (8) years.	15
6	Project understanding and proposed methodology for managing the Scope of Work: Provide a detailed plan that outlines an understanding of the project and the Scope of Work of this RFP, and identification of scope items that may not be identified in the RFP but are essential for the successful completion of the project.	25
7	Health, Safety and Environment Framework : (a) Provide a corporate approach to safety and the last five (5) years of safety statistics on projects managed; (b) Identified potential environmental impacts and corporate mitigation measures to address them; and (c) Identified potential project safety and health risks and mitigation measures to address them.	15

PART 6 – TERMS AND CONDITION

6.1 General Information and Instructions

6.1.1 Proposals to Follow Instructions

Bidders should structure their proposals in accordance with the instructions in the RFP.

6.1.2 Proposals in English

All proposals are to be in English only.

6.1.3 Town’s Information in RFP Only an Estimate

The Town makes no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general size of the work. It is each bidder’s responsibility to avail itself of all the necessary information to prepare a proposal in response to this RFP.

6.1.4 Expenses

The Town will not provide compensation or be responsible in any way for the costs, expenses, losses, damages or liability incurred by bidders in the preparation of their response to this RFP.

6.2 Communication after Issuance of RFP

6.2.1 Requirement to Review RFP

Bidders shall promptly examine all of the documents comprising the RFP, and

- a) report any errors, omissions or ambiguities; and
- b) may direct questions or seek additional information in writing by email to the Town Contact on or before the Deadline for Questions. The Town is under no obligation to provide additional information.



It is the responsibility of the bidder to seek clarification from the Town Contact on any matter it considers to be unclear. The Town shall not be responsible for any misunderstanding on the part of any bidder concerning the RFP or its process.

The Town reserves the right to accept any proposal; reject any proposal; reject all proposals; and reject a proposal even if it is the only proposal received by the Town.

6.2.2 All New Information by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Bidders are responsible for obtaining all addenda issued by the Town. In the Submission Form (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

6.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, the Town may at its discretion extend the Submission Deadline for a reasonable amount of time.

6.2.4 Verify, Clarify and Supplement

When evaluating responses, the Town may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's proposal.

6.2.5 No Incorporation by Reference

The entire content of the bidder's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proposal will not be considered to form part of the proposal.

6.2.6 Proposal to Be Retained by Town of Hinton

The Town will not return the proposal, or any accompanying documentation submitted by any bidder.

6.2.7 Litigation

Suppliers who have initiated legal proceedings against the Town are ineligible to submit a proposal in response to this RFP. For further information, please contact the Town Contact.

6.3 Negotiations, Notification and Debriefing

6.3.1 Selection of Top-Ranked Proponent

The top-ranked bidder, as established under Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with the Town.

6.3.2 Timeframe for Negotiations

The Town intends to conclude negotiations with the top-ranked Proponent within ten (10) days commencing from the date the Town invites the top-ranked Proponent to enter negotiations. A Proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Appendix B of the RFP Particulars, provide requested information in a timely fashion, and to conduct its negotiations expeditiously.

6.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Terms and Conditions of the RFP Process and the Submission Form (Appendix B) will not constitute a legally binding offer to enter into a contract on the part of the Town nor the Proponent. Negotiations may include requests by the Town for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved pricing from the Proponent.

6.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between the Town and the selected Proponent.

6.3.5 Failure to Enter into Agreement

Bidders should note that if the parties cannot execute a contract within the allotted ten (10) days, the Town may invite the next-best-ranked to enter into negotiations. In accordance with the process rules in this Terms and Conditions of the RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, the Town may elect to initiate concurrent negotiations with the next-best-ranked bidder. Once the above-noted timeframe lapses, the Town may discontinue further negotiations with the top-ranked bidder. This process shall continue until a contract is formalized, until there are no more bidders remaining that are eligible for negotiations, or until the Town elects to cancel the RFP process.

6.3.6 Notification to Other Bidders

Other bidders that may become eligible for contract negotiations may be so notified at the commencement of the negotiation process. Once a contract is executed between the Town and a Proponent, the other bidders may be notified directly in writing of the outcome of the procurement process and the award of the contract.

6.3.7 Debriefing

Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Town Contact and must be made within ten (10) days of notification of award. The Town will provide a written response identifying how they ranked in the evaluation process and areas where the bidder may wish to improve for further proposals.

6.4 Prohibited Communications and Confidential Information

6.4.1 Prohibited Communications

The bidder shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

6.4.2 Proponent Not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Town Contact.

6.4.3 Confidential Information of Town

All information provided by or obtained from the Town in any form in connection with the RFP either before or after the issuance of the RFP:

- a) is the sole property of Town of Hinton and must be treated as confidential;
- b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent contract;
- c) must not be disclosed without prior written authorization from the Town; and
- d) shall be returned by the bidders to the Town immediately upon the request of the Town.

6.4.4 Confidential Information of Proponent

All bidders should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their proposals will, as necessary, be disclosed on a confidential basis to the Town's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a bidder has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the Town Contact.

6.4.5 Inappropriate Conduct

The Town may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following:

- a) the submission of proposals containing misrepresentations or any other inaccurate, misleading or incomplete information;
- b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or
- c) any other conduct, situation or circumstance, as solely determined by the Town, which constitutes a Conflict of Interest. The Town may also disqualify a bidder for any conduct, situation or circumstance that constitutes a Conflict of Interest in respect of this RFP process, as solely determined by the Town. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

6.5 Procurement Process Non-Binding

6.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- b) neither any bidder nor Town shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a response to the RFP.

6.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Town by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

6.5.3 Non-Binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the bidders. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking, or contract award.

6.5.4 Disqualification for Misrepresentation

The Town may disqualify any bidder or rescind a contract subsequently entered into if the bidder's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

6.5.5 References and Past Performance

The Town's evaluation may include information provided by the bidder's references and may also consider the bidder's past performance on previous contracts with the Town or other institutions.

6.5.6 Cancellation

The Town may cancel or amend the RFP process without liability at any time.

6.6 Governing Law and Interpretation

6.6.1 Governing Law

The terms and conditions in this Part 3 – Terms and Conditions of the RFP Process:

- a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- c) are to be governed by and construed in accordance with the laws of the province of Alberta, any pertinent municipal Bylaws and Policies, and the federal laws of Canada applicable therein.

6.7 Specific Information and Instructions

Any project data and video recording will become the sole property of the Town without restrictions of future use, duplication, modification, and dissemination. The Proponent shall have no vested rights to the completed work and may not sell or reuse it without the Town's permission. The project data furnished to the Proponent for use in rendering project services shall remain the property of the Town and shall be returned on termination of the Agreement. The Proponent may not distribute, sell, or otherwise use data without the permission of the Town.

The Proponent shall create reports, containing specifications and other features, for review by the Town Contact and addition to the Town's project management database.



APPENDIX A – FORM OF AGREEMENT

The Form of Agreement for Contracting Services covered in this RFP, and to be executed between the Town and the successful Proponent, is attached hereto as Appendix “A” as subject to change from time to time. Although the final wording of the provisions may be subject to negotiation, bidders should be prepared to enter into an Agreement to include the provisions as described in Appendix “A”.

THIS SERVICE AGREEMENT (the “Agreement”) dated: _____.

BY AND BETWEEN:

TOWN OF HINTON, a municipal corporation formed pursuant to the *Municipal Government Act*, of the province of Alberta (hereinafter referred to as the “Town”)

OF THE FIRST PART
- and -

_____, a corporation formed pursuant to the laws of the Province of Alberta (hereinafter referred to as the “Proponent”)

OF THE SECOND PART

WHEREAS the Town is of the opinion that the Proponent has the necessary qualifications, experience, and abilities to provide services to the Town.

WHEREAS the Proponent is agreeable to providing such services to the Town on the terms and conditions as set out in this Agreement.

NOW THEREFORE the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

The Town designates Connor Shaw, Acting Aquatic Supervisor, as its representative (“Town Representative”) and, for the purposes of this Agreement, the Town’s corporate address shall be:

**Town of Hinton
2nd Floor, 131 Civic Centre Road
Hinton, Alberta T7V 2E5**

The Proponent designates (Name) _____, (Title) _____,
as its representative and, for the purposes of this Agreement, the Proponent’s address shall be:

**(Name of Company)
(Address)**

(Address)

1. Services

The Town hereby agrees to engage the Proponent to provide Contractor Services for Modular Slide Survey, Acquisition, and Install with the Town as outlined in the Town's Request for Proposal ("RFP") Modular Slide, dated June 22, 2023, (as set out and described in Scope of Work) and the Proponent's Proposal _____, dated _____ (as set out and described in Schedule "B") attached hereto (collectively, the "Contracting Services"). The Proponent hereby agrees to provide such Contracting Services to the Town. Any changes to the scope and/or costs of this Agreement must be pre-approved in writing by the Director of Community Services for the Town, Deborah Juch.

2. Term of Agreement

The Proponent hereby agrees to provide Contracting Services commencing on (date) _____ and will remain in full force and effect through and including (date) _____, subject only to any earlier termination of this Agreement as may hereinafter be provided for as outlined in this Agreement. Any changes in the Term of this Agreement will be in writing and mutually agreed upon by both parties, not to be unreasonably withheld.

3. Performance

The Proponent shall, in fulfillment of its duties hereunder, carry out such tasks as may be reasonably requested and to the satisfaction of the Town, it being agreed and understood that all such duties shall be consistent with the Proponent's expertise and experience. In performing the Contracting Services, the Proponent shall obey all applicable laws, regulations, rules, and standards imposed by any government or the duly constituted public authority having jurisdiction over the parties to this Agreement or the Contracting Services to be performed. The Proponent also agrees to comply with all safety and security regulations imposed by the Town from time to time.

4. Skill and Expertise

The Proponent hereby represents and warrants that it has, and during the Term of this Agreement shall continue to have, the requisite skills and experience necessary to perform the Contracting Services in accordance with the Terms and Conditions of this Agreement. The Proponent shall, at all times during the Term of the Agreement, act in the best interests of the Town and shall perform the Contracting Services in a competent, adequate and professional manner using care and diligence.

5. Compensation

For all Contracting Services rendered by the Proponent as required by this Agreement, the Town will pay to the Proponent an amount not-to-exceed fifty-five thousand dollars (\$55,000.00) excluding GST for all services as defined in the deliverables.

6. No Additional Payment for Unauthorized Work

No increase in the price of the work or any additional payment will be authorized by the Town or made to the Proponent as a result of any change to the Agreement unless such increase or additional payment has been authorized in advance and in writing by the Town's authorized representative. Only the Town's authorized representative can make changes to this Agreement and all such changes must be in writing.

7. Invoices, Payments, and Taxes

Unless specifically stated otherwise, all amounts in this Agreement are in Canadian dollars (herein defined as “CDN dollars”) in respect of Contracting Services performed for the Town. The Proponent agrees to invoice the Town in accordance with the following payment provisions:

7.1 All invoices shall be accompanied by such supporting documentation as the Town may reasonably require from time to time. The Town shall pay to the Proponent approximate invoice amounts within thirty (30) days of receipt of the applicable invoice, excluding provisions for any holdovers. The Proponent agrees that any and all amounts on account of taxes (income or otherwise), pension plan contributions, unemployment insurance contributions or any other applicable regulations in respect of any fees paid to the government or other public authority by virtue of any law, rule or regulation in respect of any fees paid to the Proponent pursuant to the provisions of this Agreement, are the Proponent’s responsibility and shall be paid by the Proponent. Should the Town be obligated by law to make any payment or withholdings in respect of the Contracting Services, the Proponent hereby acknowledges that the Town shall have the authority to make such payments or withholdings, and to deduct such amounts from fees payable to the Proponent under this Agreement.

7.2 The Proponent hereby agrees to indemnify and hold harmless from and against any and all actions, claims, damages, costs and expenses whatsoever which may be brought against or suffered or incurred by the Town, or which the Town may incur, sustain or pay, arising out of or in any way connected with any remittances required by law in any jurisdiction in which the Contracting Services are being provided. The Proponent must state on each invoice the Purchase Order Number (herein defined as “PO#”).

7.3 Where the Proponent is a non-resident of Canada, the Town may be obligated by law to withhold an amount on the value of the Contracting Services rendered in Canada. Where it has such an obligation, the Town will withhold the required amount from the amount of Compensation (as noted above in Paragraph 5. Compensation) to be paid to the Proponent and remit it to Canada Revenue Agency as required unless the Proponent provides to the Town a valid exemption certificate or waiver from withholding prior to performing the Contracting Services in Canada.

7.4 Subject to subsection (7.3) above, and only when applicable, the Town will only reimburse costs for economy air travel and invoices received for either business or first-class air travel will be returned to the Proponent. Subject to subsection (7.3) above, the difference between the cost of economy fares and business/first class shall be the responsibility of the Proponent and will not be reimbursed by the Town.

7.5 At the end of each milestone payment during the Term of this Agreement the Proponent shall submit by e-mail an itemized invoice to “Town of Hinton” based on total number of hours of Contracting Services performed during the billing period, (if applicable). All invoices shall be addressed as follows and submitted by e-mail to cshaw@hinton.ca.

Attention: Connor Shaw

The Proponent must state on each invoice the PO#. The Town will provide (i) the PO# to the Proponent, after full execution of this Agreement), (ii) the Contract No. as recorded on the first page of this Agreement, and (iii) the Proponent’s goods and services tax registration number and identify whether the goods and services are taxable, exempt,

zero-rated, or not applicable for the purpose of the goods and services tax.

And shall include at least the following:

- (i) Where applicable, time sheets for all Contracting Services performed during such month, providing a summary of the Contracting Services performed and the pre-approved expenses (if any) incurred during such month;
- (ii) A statement directed to the Town stating the invoice is for services rendered or materials supplied to the "Town of Hinton";
- (iii) Copies of statements or original receipts for pre-approved expenses.
- (iv) A summary of fees, costs, and expenses payable by the Town in respect of the invoices; and
- (v) A statement of sales tax and Federal Goods and Services Tax (herein defined as "GST") applicable to Paragraph (i) through (v) above, as a separate line item.

The Proponent acknowledges and agrees to submit an invoice in accordance with the requirements of Paragraph 7.5 (i) through (v) above.

8. Confidentiality

In conjunction with providing the Contracting Services under this Agreement, it is acknowledged that the Proponent will have access to information ("Confidential Information") confidential to the business of the Town. Confidential Information shall include, but is not limited to, financial information, intellectual property and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used or concerning the Town, which is not publicly known (including the terms of this Agreement and any information developed in conjunction with the Proponent providing the Contracting Services) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the Town, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Agreement, whether or not specifically described or marked as confidential and whether provided by the Town or an authorized agent of the Town. Notwithstanding the foregoing, the release of information or intellectual property will be at the Town's discretion. The Proponent covenants and agrees that all Confidential Information disclosed to the Proponent shall (a) be kept in strict confidence by the Proponent, (b) not be used, dealt with, or exploited for any purpose or purposes other than the provision of the Contracting Services, and (c) not be disclosed to any person or persons (other than the professional advisors of the Proponent, as required) unless required by law. This obligation will survive indefinitely upon termination of this Agreement.

The Proponent acknowledges and agrees that damages would be an inadequate remedy for breach of the foregoing obligations of confidentiality and that the Town shall be entitled to equitable relief (including injunction and specific performance) in addition to any other remedy available at law or in equity in respect of any such breach.

9. Non-Solicitation

Any attempt on the part of the Proponent to induce an employee to leave the Town's employ, or any effort by the Proponent to interfere with the Town's relationship with its employees or other contractors would be harmful and damaging to the Town.

The Proponent agrees that during the term of this Agreement, the Proponent will not in any way directly or indirectly:



- a) induce or attempt to induce any employee or other contractor of the Town to quit employment or retainer with the Town;
- b) otherwise interfere with or disrupt the Town's relationship with its employees or other contractors;
- c) discuss employment opportunities or provide information about competitive employment to any of the Town's employees or other contractors; or
- d) solicit, entice, or hire away any employee or other contractor of the Town.

10. Ownership of Materials

All materials developed, produced, or in the process of being so under this Agreement will be the property of the Town. The use of the mentioned materials by the Town will not be restricted in any manner. This includes, but is not limited to, raw data created at meetings with Town staff.

11. Return of Property

Upon the expiry or termination of this Agreement, the Proponent will immediately return to the Town any property, documentation, records, or confidential information which is the sole property of the Town.

12. Assignment

The Proponent will not voluntarily or by operation of law assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the prior written consent of the Town.

13. Subcontracts

No contractual relationship will be created between any sub-contractors and the Town. As the Proponent, you agree to bind every sub-contractor by the terms of this Agreement, as far as applicable to the work of the subcontract.

14. Conflicts

If there is any conflict or inconsistency between this Agreement and any Schedule or other document, the provisions of this Agreement shall prevail.

15. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

16. Notice

Any notices given pursuant to the terms and conditions of this Agreement shall be served by way of ordinary pre-paid first-class mail, courier or e-mail as follows:

Town of Hinton
805 Switzer Dr
Connor Shaw, Acting Aquatic Supervisor
Email: cshaw@hinton.ca
Telephone: (780) 740-8063

(Company) _____
(Address) _____



(Address) _____
(Name) _____ (Title) _____
Email: _____
Telephone: _____

or to such other address as to which any party may from time to time notify the other. Any notice addressed by registered mail to the Town or to the Proponent pursuant to this Section shall be deemed to have been effectively given on the four (4) days following the date of mailing. If notice is delivered by e-mail, then the notice will be deemed to be affected on the first (1st) business day following the date of which the email was sent. Either party may change the particulars of its address for service as set out above by notice to the other party.

17. Costs and Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, any and all reasonable legal costs and fees associated directly with the action.

18. Indemnification

The Proponent shall be liable for and indemnify and save harmless the Town, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the Proponent, its sub-contractors, agents or employees and whether occasioned by negligence. The Town shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Proponent, or by any employee, agent, or servant of the Proponent in the performance of this Agreement. Such indemnification shall survive this Agreement.

19. Insurance

19.1. The Proponent hereby agrees to indemnify and hold harmless the Town from and against all losses and expenses suffered or incurred by the Town arising from or connected with any personal injury, disability or death, however caused, to any of the Proponent's employees to the extent not covered by workers' compensation for any reason.

19.2. The Proponent shall acquire Commercial General Liability Insurance covering the legal liability of the Proponent providing at least two million dollars (CDN \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Proponent agrees to reimburse the Town for any and all damage(s) to the Town's property caused by the Proponent, or its permitted sub-contractors, in performing the work. The Proponent shall provide the Town with evidence of coverage which includes (i) broad form property damage, (ii) "loss of use" in the definition of property damage, and (iii) naming the Town as an additionally insured under the waiver of subrogation.

19.3. Where any automobile is used for the performance of the work for the Town in this Agreement, the Proponent will provide automobile liability insurance covering all automobiles licensed in the name of the Proponent that are used in connection with the Contractor Services and providing at least two million dollars (CDN \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident.

19.4 The Proponent will provide for professional liability / errors and omissions liability insurance having a limit of not less than two (2) million dollars (CDN \$2,000,000.00) per occurrence for protection from claims arising from any error, omission or negligent act of any member of the Proponent.

19.5 The insurance policies for the coverage above shall not be cancelled or changed in any manner which could negatively affect the Town's interests unless the Town has been given thirty (30) consecutive days prior written notice of any such cancellation or change. The Proponent shall be responsible for the payment of all deductibles on insurance policies that the Proponent is required to maintain under the Agreement.

19.6 The Proponent shall immediately advise the Town's Representative of any loss or potential loss that has or may have occurred in conjunction with the Proponent performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of the Proponent, the Proponent shall provide written notice of such loss or potential loss to the Town's Contact, including full particulars thereof.

20. Worker's Compensation Board

Before commencing or performing the Contracting Services, the Proponent will obtain and provide to the Town a letter or similar document, confirming that the Proponent has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the Contracting Services will be performed, and that the Proponent has **not opted out** of workers compensation, where allowed. The Proponent shall at all times comply with all the requirements of the *Worker's Compensation Act*, R.S.A. 2000, c. W-15 of Alberta (or equivalent legislation), amendments thereto, or any successor legislation; and shall upon notice by the Town, provide evidence satisfactory to the Town of said compliance with the Act prior to the commencement of any work resulting from this Agreement (herein defined as "WCB").

21. Occupational Health and Safety

The Proponent shall be responsible for the safety of workers on the work site in accordance with all applicable legislation. The Proponent shall be the general representative and agent to the Town for the purposes of ensuring compliance with applicable laws relating to safety for both itself and sub-contractors. The Proponent shall bring to the attention of sub-contractors the provisions of the *Occupational Health and Safety Act*, R.S.A. 2000, c. O-2 (herein defined as "OH&S").

21.1 The Proponent shall ensure all applicable OH&S Legislation, Town Safety Policies, and industry standards are readily available to all of the Proponent's personnel and that all of the Proponent's personnel are aware of and comply with the OH&S Legislation, Town Safety Policies, and industry standards.

21.1 The Proponent shall ensure that all personnel working for the Proponent complete an appropriate safety orientation and safety meeting prior to starting work and the Proponent is responsible for providing all other training that may be required.

21.2 The Town shall have the right to monitor the Proponent's work processes and procedures to ensure compliance with safety standards and procedures.

21.3 The Proponent is required to take immediate action to correct unsafe practices or conditions when reported or observed.

21.4 Upon the occurrence of any incident arising from or during the performance of the Agreement, including property damage, an accident, an environmental incident, a safety incident, an injury, a near miss and any other form of loss or damage, the Proponent shall immediately investigate the matter and in accordance with this Contract, submit a report on the matter to a Town Contract and to any government authorities as required by law. Failure of the Proponent to comply with any and all relevant safety legislation may result in the immediate suspension or termination of this Agreement.

22. Compliance with Laws

The Proponent shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations, and guidelines that apply.

23. Suspension of Services

The Town may at any time, in its sole discretion, suspend the performance of the Contracting Services for a specified or unspecified time by written notice to the Proponent. Upon receiving the notice of suspension, the Proponent shall immediately suspend all operations except for those which in the Town's opinion are necessary to preserve, care for, and protect the Contracting Services. The Proponent shall be entitled to be reimbursed for its reasonable, proper, and actual costs incurred in protecting, caring for, and preserving the Service.

24. Termination of Contract

This Agreement may be terminated, in whole or in part, without further obligation, liability or expense of any kind under the following conditions:

- a) Should the Proponent be adjudged bankrupt, or become insolvent, the Town may, without prejudice to any other right or remedy the Proponent may have, terminate the Agreement by giving the Proponent or their receiver or their trustee in bankruptcy, written notice;
- b) At any time upon notice for a breach of the terms and conditions of this Agreement and such breach has not been cured within five (5) days of the written notice thereof from the Town, or such other period of time as the Town may agree to in writing;
- c) At any time following the failure of the Proponent to remedy, repair, or correct any deficiency or defect upon receiving notice from the Town;
- d) Upon thirty (30) day's written notice without cause to the Proponent from the Town during the term of this Agreement, whereupon the Town shall pay to the Proponent any fees and expenses due to the effective date of cancellation but not thereafter;
- e) as otherwise provided in the Agreement.

The Town's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Agreement.

25. Independent Contractor

The Proponent will be an independent contractor in the performance of this Agreement. No employer/employee relationship will be created between the Town and the Proponent, or between the Town and the Proponent's employees, sub-contractors, or agents. No rights, privileges, benefits, or compensation, other than those which are expressly set out in this Agreement, will apply to the Proponent.

26. Force Majeure

Neither party shall be responsible for any delay or failure to perform its obligations under the

Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, or any other cause beyond its control, except labour disruption. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the Town may terminate this Agreement, in whole or in part, without further liability, expense, or cost of any kind.

27. Inurement

This Agreement will inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

28. Time of the Essence

All references to time in this Agreement shall be of the essence.

29. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and shall be binding upon all successors and permitted assigns of the parties.

30. Titles and Headings

All titles and headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

31. Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

32. Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

33. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

34. Waiver

The waiver by either party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

35. FOIP Policy

In the event that the Town provides any personal information to the Proponent for the completion of the Contracting Services identified above, or the Proponent gathers personal information from any employee/resident/customer under this Agreement in order to complete the Contracting Services as stated in this Agreement, the Proponent acknowledges that the legislation known as the *Freedom of Information and Protection of Privacy Act*, R.S.A 2000, c.



F-25 and regulations, as amended (hereinafter referred to as “FOIP”) applies to that personal information (has same meaning as in FOIP), and agrees that the Proponent will handle that personal information in accordance with the obligations of the Town under FOIP:

- a) The Proponent agrees that they will not collect personal information from any employee/resident/customer of the Town except in connection with and for the purpose of providing the Contracting Services as identified in this Agreement.
- b) The Proponent shall maintain records of all information collected while providing the Contracting Services as identified in this Agreement. Any and all records collected, created, maintained or prepared in the performance of these Contracting Services are hereby deemed to be under the control of the Town irrespective of custody and shall be maintained by the Proponent in accordance with FOIP.
- c) The Proponent shall ensure that all their employees and/or agents understand and comply with the obligations imposed on the Proponent under this Section, including without limitation, the protection of privacy of employees/residents/customers of the Town.

36. Survival

Sections 8, 18, and 35 shall survive upon termination or expiry of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

PROPONENT:
(Name of Company)

Authorizing Signature Print Name/Title Date

TOWN:
TOWN OF HINTON

Authorizing Signature Print Name/Title Date



APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which the Proponent carries on business:	
Street Address:	
Town, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact E-mail:	

2. Acknowledgment of Non-Binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Town and the selected Proponent have executed a written contract.

3. Ability to Provide Deliverables

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The Proponent represents and warrants its ability to provide the Deliverables required under the RFP. The Proponent encloses herewith as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Reference Form	

5. Addenda

The Proponent is deemed to have read and accepted all addenda issued by the Town prior to the Deadline for Issuing Addenda. The onus remains on Proponents to make any necessary amendments to their proposal based on the addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: _____.



Proponents who fails to complete this section will be deemed to have received all posted addenda.

6. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means:

- (a) In relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- (b) In relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (c) If the box below is left blank, the Proponent will be deemed to declare that (i) there was no Conflict of Interest in preparing its proposal; and (ii) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.
- (d) Otherwise, if the statement below applies, check the box.
- (e) The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.
- (f) If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest, and must explain why the Proponent believes that the Conflict of Interest should not result in disqualification from the RFP process:

The following individuals, as employees, advisers, or in any other capacity with the Town (a) participated in the preparation of our proposal; **AND** (b) were employees of the Town and have ceased that employment within twelve (12) months prior to the Submission Deadline:

Name of Individual:	
Job Classification:	
Department:	
Last Date of Employment with the Town:	
Name of Last Supervisor:	

Brief Description of Individual’s Job Functions:

Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The Proponent agrees that, upon request, the Proponent shall provide the Town with additional information from each individual identified above in the form prescribed by the Town.

7. Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Town retained for the purpose of evaluating or participating in the evaluation of this proposal.

8. Disclosure of Information

The Proponent hereby agrees that the price provided in this proposal for the deliverables outlined within this RFP is a total of \$_____ (excluding GST)

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title:

Date:

I have authority to bind the Proponent

APPENDIX C – REFERENCE FORM

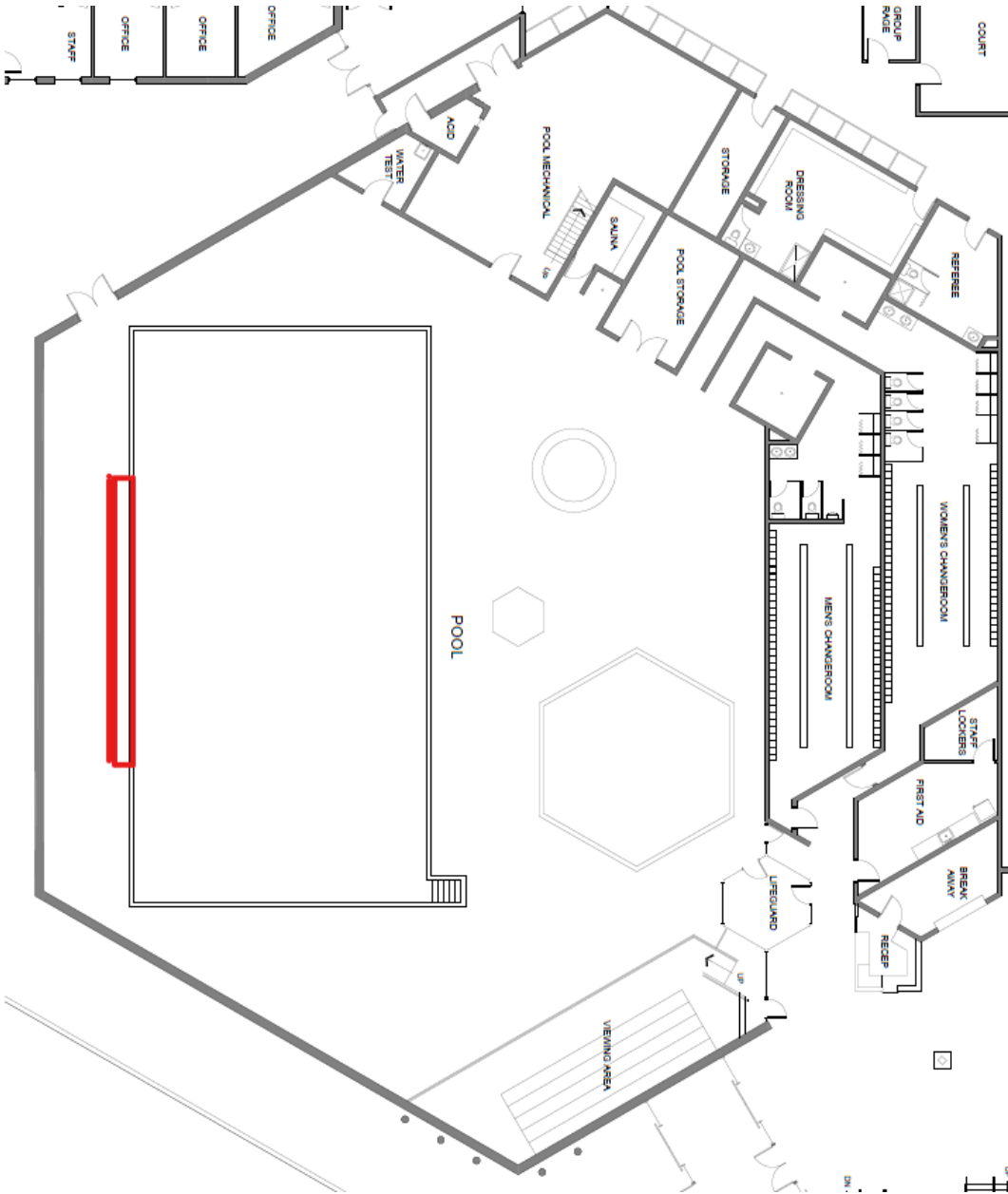
Each Proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the Proponent in the last five (5) years. The references should be from municipal government or public sector clients.

Reference #1 Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2 Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3 Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX D – SITE LOCATION MAP



 Ideal Installation location