



**REQUEST FOR PROPOSAL
RFP HH-2017-08**

**THE CORPORATION OF THE MUNICIPALITY OF HASTINGS HIGHLANDS
INVITES BIDS FOR DRINKING WATER SAMPLING & ANALYSIS**

Closing Date: February 2, 2018 at 1:00 p.m.

Closing Location: Municipality of Hastings Highlands
33011 Hwy 62N
Maynooth ON K0L 2S0

Public Opening: February 2, 2018 at 1:30 p.m.

Contact Person: Pat Pilgrim - Chief Administrative Officer/Clerk

Email: cao@hastingshighlands.ca

Phone #: (613) 338-2811 Ext. 233

Summary of Instructions:

- Please submit One (1) original and three (3) identical copies of your proposal plus one (1) electronic copy on a USB device in Adobe PDF readable format, along with the completed attached RFP appendix forms, in a sealed envelope containing the two separate envelopes quoting the RFP number, the Respondent's contact information, marked "Confidential" and

Deliver before the closing date and time at the address below by February 2, 2018 at 1:00 p.m.

The Municipality of Hastings Highlands

33011 Hwy 62N – P.O. Box 130

Maynooth, ON K0L 2S0

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- The Corporation of the Municipality of Hastings Highlands reserves the right, without prejudice, to reject any or all Bid submissions.



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SECTION 1: GENERAL

The Municipality is an amalgamated, small, rural, lower-tier municipality located in the northern extent of the County of Hastings in Eastern Ontario. The Municipality of Hastings Highlands is committed to effective management that ensures fairness, transparency, and fiscal responsibility when conducting its procurement activities. The primary goal of the Municipality of Hastings Highlands procurement efforts is to maximize the value of goods and services received for the money spent, while ensuring that schedule deadlines are met.

Respondents are encouraged to visit the Municipality of Hastings Highlands web site www.hastingshighlands.ca for detailed information about the Municipality of Hastings Highlands.

1.1 RPF Objective

The Corporation of the Municipality of Hastings Highlands is seeking competitive proposals for drinking water sampling and analysis, in accordance with the requirements of Ontario Regulation (O. Reg.) 319/08 (Small Drinking Water Systems), O. Reg. 169/03 (Ontario Drinking Water Quality Standards), and the Safe Drinking Water Act, 2002. The selected vendor will be required to manage and maintain the Municipality's drinking water systems.

The selected Respondent will be notified after the Municipality has reviewed and approved the proposal. The issuance of this proposal in no way implies that the Municipality will proceed with an order or contract for this project. The Municipality will not reimburse any Respondent for any costs incurred in preparing, submitting and presenting a proposal or supplying a sample.

1.2 General Conditions

- (1) The proposal must be completed with all the information requested.
- (2) No announcement concerning the award of this proposal will be made until a complete report and analysis is prepared by the Municipality and receives approval in accordance to the Municipality's Procurement Policy.
- (3) The Municipality will evaluate the Respondents submissions (the "Proposal") as set out in the RFP.
- (4) The Municipality will evaluate the Respondents submissions (the "Proposal") as set out in the RFP and as specified in this document.

The Respondent shall not hold the Municipality liable for any error or omission in any part of the RFP documents. The Municipality does not guarantee or warrant that the RFP documents are accurate, comprehensive or exhaustive. This does not create any contractual rights or obligations between the Municipality and any responding firm. The Municipality, at its own discretion, may or may not award this business or any part or combination of parts of it to any firm.

1.3 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meanings:

Applicable Law means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation.

Best Value means an evaluation of a combination of cost effectiveness and qualitative considerations designed to optimize successful user outcomes.

Bid a proposal, tender, quotation or offer which includes a price quotation submitted in response to an invitation by The Municipality of Hastings Highlands.

Business Day means any day, except a Saturday, Sunday or any day that is a legal holiday in the Province of Ontario. The core business hours for the Municipality are Monday to Friday 8:00 am to 4:00 pm.

Municipality means The Corporation of the Municipality of Hastings Highlands.

Confidential Information means any and all material, data, information or any item in any form, including intellectual property rights.

Contract means the Agreement (if any), the Purchase Order; and any subsequent changes. A written agreement enforceable by law; the acceptance of an offer between legally qualified parties containing consideration and performance.

Fiscal Year means the Municipality's fiscal year which, as of the effective date, is a continuous period covering a full 365 days, 366 days in leap years, commencing on January 1 and ending on December 31.

Request for Proposal (RFP) means the document issued by the Municipality inviting proposals for the performance of services therein.

Respondent means anyone submitting a proposal in response to this RFP. For the purposes of this RFP the term "Respondent" includes the Respondent itself and,

- (a) if the Respondent is an individual,
 - (i) any current employee of the Respondent;
 - (ii) any partnership of which the Respondent is or was a partner; and
 - (iii) any corporation of which the Respondent is or was a controlling shareholder.

- (b) if the Respondent is a corporation,
 - (i) any current director, officer, employee or controlling shareholder of the Respondent;
 - (ii) any partnership of which the Respondent is or was a partner; and
 - (iii) any corporation of which the Respondent is or was a controlling shareholder;

- (c) if the Respondent is a partnership,
 - (i) any current member or employee of the Respondent; and
 - (ii) any corporation of which the Respondent is or was a controlling shareholder.

Shall or Must identifies mandatory criteria and/or requirements.

Shareholder of a corporation is a "controlling shareholder" of such corporation if,

- (a) such shareholder holds, or another person holds for the benefit of such shareholder, other than by way of security only, voting securities of such corporation carrying more than 50 percent of the votes for the election of directors; and
- (b) the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

Vendor means a company or a person who sells goods and services.

Project Stakeholders the decision-making process authority rests with the Corporation of the Municipality of Hastings Highlands.

1.4 Project Authority and Involvement

This RFP is administered by the Municipality. All inquiries must be as per Section 1.6 of the RFP document.

1.5 Project Stakeholders

The decision-making process authority rests with the Corporation of the Municipality of Hastings Highlands.



1.6 Inquiries

- (1) Proponents may visit Municipal aspects of the RFP with prior notification to the Chief Administrative Officer/Clerk.

There will be a mandatory scheduled pre-bid site tour meeting for this RFP on January 15, 2018 at 10:00AM. Questions may be submitted, in writing only, as per the RFP schedule to the Chief Administrative Officer/Clerk at the contact information below.

Name: Pat Pilgrim
Title: Chief Administrative Officer/Clerk
Email: cao@hastingshighlands.ca

- (2) No officer, agent or employee of the Municipality is authorized to alter orally any portion of these documents. Any alterations required will be issued to all firms as written addenda. No other statement, whether oral or written, made by the Municipality or a Municipal representative, will amend the RFP documents.
- (3) An Addenda shall be considered as an integral part of the RFP documents. The firm shall list in its proposal document all the addenda that were considered when the proposal was prepared. Although every effort will be made to ensure that the Respondents receive all the addenda, it is the responsibility of each Respondent to ensure all addenda issued have been received.
- (4) The Municipality will provide the Prospective Respondents with written responses in the form of addenda to questions that are submitted in accordance with this section no later than the date set out in the timetable. The Municipality will not attribute the requests for clarification to any party. The Municipality may in its sole discretion,
 - (a) answer similar questions from various respondents only once,
 - (b) edit the language of the questions for the purpose of clarity, and
 - (c) exclude submitted questions if they are not comprehensible.
- (5) The Respondent is solely responsible to ensure that it has received all addenda issued by the Municipality. Respondents may, in writing, seek confirmation of the number of addenda issued under this RFP from the Contact Person or designate. Failure to acknowledge receipt of all addenda may result in your bid being rejected.

1.7 Proposal (Submission) Content

- (1) Unless otherwise specified herein, Respondents must use the forms furnished by the Municipality. A proposal which has attached conditions which alters the



specifications, conditions, or terms, or makes it subordinate, will be cause for rejection at the option of the Municipality, which rejection shall be exercisable at the sole discretion of the Municipality.

- (2) Each proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the goods and services required. Product brochures and statistic information may be included with the RFP submissions.

1.8 Type of Contract for Services

A formal written agreement, outlining the Municipality's Terms and Conditions, will be issued to the Successful Respondent.

1.9 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 the Respondent nor the Municipality shall have the right to make any claims 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.

1.10 No Contract until Execution of Written Agreement

This RFP is not an offer to enter into any contract of any kind whatsoever. 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 goods or service shall be created between the Respondent and the Municipality by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services. The procurement process shall be governed by the law applicable to direct commercial negotiations.

The Municipality's terms and conditions will be included in the final agreement.

1.11 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 Respondents. Any inaccurate, misleading or incomplete information, including information related to pricing, could adversely impact any such evaluation, ranking or contract award.

1.12 Disqualification for Misrepresentation

The Municipality may disqualify the Respondent or rescind a contract subsequently



entered if the Respondent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

1.13 Priority of Documents

Except as provided in this section, if there are any inconsistencies between the terms and conditions provisions of the RFP documents, the RFP shall prevail over the schedules during the RFP process.

1.14 Information Provided by the Municipality

- (1) Each Respondent is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and seeking any other independent advice necessary for the preparation of proposals, negotiation or finalization of agreements, and the subsequent delivery of all services to be provided by the service provider. Nothing in this RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- (2) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Municipality or the Municipal Representatives for the completeness or accuracy of any information presented in the RFP documents, during the RFP process or during the term of the agreement. The Municipality and the Municipal Representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFP documents, provided during the RFP process or during the term of the agreement.
- (3) The RFP shall be read as a whole, including all appendices and addendums, will constitute an integral part of this RFP and are incorporated by reference.



SECTION 2: RFP TIMETABLE AND INSTRUCTIONS

2.1 RFP Schedule

ACTIVITY	PLANNED DATE
RFP Release Date	December 18, 2017
Mandatory Site Meeting	January 15, 2018 at 10:00 a.m.
Deadline for Clarifications and Questions	January 19, 2018
Municipality's Response to Questions	January 26, 2018
Proposal Submission Closing Deadline	February 2, 2018, at 1:00 p.m.
Public Opening	February 2, 2018, at 1:30 p.m.
Recommendation for Approval & Contract Award	February 21, 2018 Council Meeting
Delivery/Start	March 1, 2018

Although every attempt will be made to meet all dates, the Municipality reserves the right, without liability, cost or penalty to modify or alter any or all dates at its sole discretion by notifying all Respondents in writing at the address indicated in the completed proposal submitted to the Municipality.

2.2 Contact Person/Prohibited Contacts

- (1) Prospective Respondents, Respondents and the Successful Respondents shall not contact or make any attempt to contact,
 - (a) any Municipal officer, employee, subcontractor, agent, representative, consultant or volunteer (the "Municipal Representatives") or provincial government employee or representative, other than the Contact Person; and
 - (b) any other Prospective Respondent or other Respondent, except for the
 - (c) purpose of discussing the possibility of submitting a proposal as a Joint Venture Respondent, with respect to the Prospective Respondents, Respondents, or the Successful Respondents proposals, the RFP documents, or the RFP process.

SECTION 3: SCOPE OF SERVICES

3.1 Scope of Work and Specifications:

Submit Unit price to provide the following as requested on FORM OF PROPOSAL (Appendix A). Any inability to comply with the conditions or detail thereof must be clearly stated in the submission.

- Sample water from one representative drinking water tap in every facility of the Municipality of Hastings Highlands (see Appendix B) as per O. Reg. 319/08 – Small Drinking Water Systems (as amended). Each sample will be analyzed for *Escherichia coli* (E. coli) and Total Coliforms in accordance with Schedule 1 – Microbiological Standards for O.Reg. 169/03 – Ontario Drinking Water Quality Standards (as amended).
- Sampling frequency at each location shall be every three (3) months, in accordance with Condition 20 (5) of O. Reg. 319/08 – Small Drinking Water Systems. Sampling shall occur in spring, summer, fall, and winter months for the given year.
- Sampling will commence on March 1, 2018. All work shall be completed between the hours of 8:00 a.m. and 4:00 p.m.
- The person(s) conducting the water sampling shall, at a minimum, be overseen by a person holding a current/valid *Drinking Water Operator Certificate*. Proof of the Respondent's valid certificate(s) shall be provided to the municipality in the Respondent's Proposal.
- Company conducting the sampling shall send sampling records to the CAO/Clerk by email no later than the end of each sampling day.
- Company conducting the sampling shall send samples to a licensed laboratory at the end of each sampling business day for analysis.
- Proposed laboratory for testing must be licensed by the Ministry of Environment and Climate Change to perform analysis on drinking water in Ontario in accordance with the Safe Drinking Water Act (2002). Proof of laboratory accreditation is required.
- Company shall provide Certificates of Analysis from the licensed laboratory in electronic format (adobe PDF) by email to the CAO/Clerk as they become available.

3.2 Coordination of Visits:

The company conducting the sampling is to provide the daily schedule of facility visits to the CAO/Clerk for review and approval at least two weeks prior to the start of sampling. Any changes to the original schedule will be reported to the CAO/Clerk at least 48 hours prior to the date the change is to occur.

SECTION 4: PROPOSAL CONTENT AND FORMAT

The Municipality discourages overly lengthy proposals; however, sufficient detail is to be provided to permit the Municipality to review the Proponent's proposal fairly and completely. A Proponent's failure to submit a complete and sufficiently detailed proposal may result in disqualification. The Municipality has adopted a two-envelope process for RFPs, as follows.

4.1 General Format of Proposal

- (1) Each Respondent shall submit a proposal that is comprehensive, and submitted in the format prescribed herein.
 - (a) is securely bound (single sided printing is encouraged) with numbered pages;
 - (b) Submissions should not exceed 40 pages, excluding appendices. Reference materials, preprinted literature or attachments may also be included as additional documents, but only the proposal documents (e.g. 40 pages) will be considered in the evaluation process.
- (2) The detail and clarity of the written submission will be considered indicative of the Respondent's expertise and competence. All information provided in response to this RFP must contain sufficient detail to support the services being proposed.

4.2 Proposal Submission Requirements

The following requirements should be addressed and submitted in the proposal submission.

4.3 Envelope #1 – Technical Proposal

A sealed envelope clearly marked "HH-2017-08 Technical Proposal" containing all one (1) original, and three (3) copies of the Proponent's technical submission for evaluation under this RFP, excluding any/all costs and/or pricing information. The following are the minimum requirements to be included in the technical proposal:

- Letter of Introduction
 - Respondents should introduce their firm and the letter should be signed by the Lead Representative who has the authority to represent the Respondent. Respondents should also provide the name, title, address, telephone number, and email address of the authorized official to be contacted in the event of clarifications or further information requests or notifications.
- Executive Summary
 - Respondents should provide a general summary of your firm's methodology for

providing the services as outlined. Respondents should provide a statement of their organizational history and current capabilities as they relate to the services described in the RFP.

- Proposed Solution

- Respondents should provide a detailed description of their approach to providing services as outlined. Respondents should describe how their proposal meets or exceeds the key objectives as outlined in section 3. Respondents are also encouraged to describe any additional value-added services that they may offer under this RFP.

- Experience and Qualifications

- Respondents are requested to demonstrate their qualifications and experience, from a corporate and team member perspective.
- Describe who will be responsible for the implementation of this project and any relevant experience that they have. Include educational background, professional recognition, job title, years of experience in current position and years of experience in project consulting.
- Respondents should provide a list of clients, particularly municipalities, government agencies and private sector, for whom you have provided services that are consistent with the scope of this RFP. Please identify any measurable results that were achieved. Include summary information and samples of recent contracts that were /are similar in size, scope and complexity.
- Respondents must supply a minimum of three references by completing the reference form Appendix E.
- If utilizing subcontractors or service partners, respondents should describe their qualifications and experience as it relates to this RFP and the anticipated role that these subcontractors or service partners will assume in service delivery.
- Respondents can include in this section any other information that they consider relevant to their experience and qualifications.

- Value Added Services

- Describe any value-added services that you would be providing.

4.4 Envelope #2 – Fee Proposal

A sealed envelope clearly marked “HH-2017-08 Fee Proposal” containing all pricing information submitted for evaluation under this RFP, including:

- Appendix C-1 – Pricing Sheet (per year fees – 2018, 2019, 2020)



- Appendix C-2 – Pricing Sheet (Additional Labour Rates)

4.5 Submission

Proposals shall be received, in a sealed envelope containing the 2 separately sealed envelopes quoting the RFP number, at the Municipal Office, 33011 Highway 62 N, Maynooth, Ontario, no later **than 1:00 p.m., February 2, 2018** addressed to:

Pat Pilgrim – Chief Administrative Officer/Clerk
Municipality of Hastings Highlands
33011 Highway 62 N, PO Box 130
Maynooth, Ontario, K0L 2S0

Proposals not submitted in the proper format stated will be rejected, and returned unopened. The Municipality accepts no responsibility whatsoever for any proposals received after the above noted deadline. Late proposal submissions will be disqualified, and returned unopened.

The Municipality makes no guarantees that the mail will be picked up on the submission day.



SECTION 5: PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

5.1 Instructions, Date and Time for Receiving Proposals

Proposals shall be submitted on time according to the instructions in this RFP. Submissions must be received by the Municipality at the stated address before closing time in order to be acceptable. If submissions are sent by courier, mailed, or otherwise conveyed, they must arrive at the stated address prior to closing time. Late or misdirected submissions cannot be accepted after closing time and will be returned unopened. The Municipality does not accept any liability or responsibility for inhibited or interrupted courier, mail, or other service, regardless of the postmark, weigh bill or other details.

- (1) Except as otherwise provided in the RFP documents, Respondents shall provide only hard copies of proposals. Respondents shall not submit proposals by facsimile or other methods of electronic communication. The Municipality will not accept proposal documents electronically. The Municipality may, for the purpose of convenience, request an electronic copy of the proposal after the submission deadline. If there is any difference whatsoever between the electronic copy of the proposal and the hard copy of the proposal, as submitted, the hard copy shall govern.
- (2) The form of proposal must be signed and witnessed by responsible officers of the service provider authorized to bind the proposal, and the company must be clearly identified. The proposal must not be restricted by a statement added to the proposal form or by a covering letter, unless otherwise provided herein.
- (3) Adjustments by mail; fax or e-mail to a proposal already submitted will not be considered unless requested by the Municipality for clarification purposes.
- (4) Proposals must not be restricted by adding any statements, or by a covering letter, or by alteration to the printed words of the proposal as supplied unless otherwise provided herein.
- (5) Proposals must be legible, written in ink, or type written. Proposals containing changes, erasures, overwriting, white-outs, cross-outs, or strike-outs which are not initialized by the Respondent may not be accepted. If the Respondent is a Corporation, the name of the authorized contact person shall also be included
- (6) Respondents must be prepared, if requested by the Municipality, to make a presentation or arrange a site visit to the service provider's site(s). This presentation and/or site visit, as requested, will form part of the final award evaluation. The Municipality will not be liable for any costs incurred by the bidder for such presentation/site visit.



5.2 Withdrawal of Proposals

A Respondent may withdraw their Proposal only by giving written notice before the Submission Deadline to the Contact Person. The Municipality shall return, unopened, a Proposal that has been withdrawn in accordance with this RFP.

5.3 Amendment of Proposals

Respondents may amend their proposals after submission but only if the proposal is amended and resubmitted before the submission deadline in accordance with the following:

- (1) the Respondent shall withdraw their original proposal by notifying the Contact Person in writing; and
- (2) the Respondent shall submit a revised replacement proposal in accordance with the RFP documents and no later than the submission deadline.

5.4 One Proposal per Respondent

- (1) A Respondent shall submit only one proposal either individually or as a participant in a joint venture.
- (2) No person or entity shall be a subcontractor of a Respondent while submitting a proposal individually or as a participant in a joint venture in the same RFP process.
- (3) If a Respondent submits or participates in more than one proposal in contravention of this RFP document, the Municipality may, in its sole discretion, disqualify all of the proposals submitted by the Respondent or in which the Respondent is a participant.

5.5 Public Opening

Bids will be opened publicly for REGISTRATION OF BIDS RECEIVED only, shortly after the submission closing. As detailed evaluation of the bids is required, the purpose of the opening is solely to open and record bids and is not to be construed as any action related to an award of contract.



SECTION 6: EVALUATION AND SCORING

6.1 Overview

Proposal evaluation is done by a team of staff from possibly more than one department, including the Chief Administrative Officer/Clerk, and/or designates, who have relevant expertise for making the evaluation.

6.2 Evaluation Process

Submission will be evaluated based on the information provided by Respondents on their ability to meet the requirements outlined in the RFP document.

6.3 Stage One – Mandatory Requirements

For a proposal to be eligible for evaluation at Stage 2, the mandatory requirements listed below must be met. Only those submissions which meet all of the mandatory requirements below, through a judgment of “pass/fail”, will be permitted to proceed in the evaluation process.

The following forms must be completed and returned

- (1) Signed Appendix A – Form of Proposal
- (2) Signed Appendix B – Test Locations
- (3) Signed Appendix C – Pricing Sheet (sheets C-1 and C-2)
- (4) Signed Appendix D – Health & Safety Declaration
- (5) Signed Appendix E – Reference Form
- (6) Signed Appendix F – List of Employees Involved in the RFP

6.4 Stage Two – Evaluation of Envelope 1 – Technical Proposal

Proposals that satisfy Stage One – Mandatory Requirements will be scored based on the established rated evaluation criteria below;

Technical Proposal – 50%

- | | |
|---|-----|
| • Proposed Solution | 20% |
| • Experience and Qualifications | 10% |
| • Demonstrated Customer Service Quality and Support | 10% |
| • Vendor Strength and Stability | 10% |

If the proposal does not meet the mandatory requirements and does not pass the technical proposal, the proposal is deemed as having failed and the second envelope is returned to the proponent unopened.

If the proposal does meet the Mandatory requirements and passes the technical proposal, it will move to stage three.



6.5 Stage Three – Evaluation of Envelope 2 – Fee Proposal

Each proposal shall demonstrate a thorough understanding of the requirements outlined in Sections 3 and 4. The total evaluated scores are ranked from stages two and three, and the proposal with the highest ranked score is considered the successful proposal, unless Council decides otherwise. In the event of a tie, a pre-determined process for handling a tie is followed.

Fee Proposal – 50%

Financial considerations

- Appendix C-1 – Pricing Sheet (per year fees – 2018, 2019, 2020) 35%
- Appendix C-2 – Pricing Sheet (Additional Labour Rates) 15%

SECTION 7: GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

7.1 Processing of Proposals

- (1) The Contact Person may clarify any aspect of a proposal with the Respondent at any time after the proposal has been opened. Any such clarification will not alter the proposal and will not be constituted as a negotiation or renegotiation of the proposal. The Corporation of the Municipality of Hastings Highlands is not required to clarify any part of a proposal. Any clarification of a proposal by a Respondent shall not be effective until confirmation has been delivered in writing.
- (2) The Municipality may make all necessary corrections to any proposal which is in error through addition or extension, the corrected value prevailing.
- (3) The Municipality retains the right to select any proposal for purposes that are in the best interests of and for the best value for the Corporation and/or to select parts of various proposals or to reject all proposals for budgetary or other reasons that are in the best interests of and for the best value for the Municipality.

7.2 Disqualification

- (1) The Municipality may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the agreement by the Municipality, if:
 - (a) the proposal is determined to be non-compliant;
 - (b) the Respondent fails to cooperate in any attempt by the Municipality to verify any information provided by the Respondent in its proposal;
 - (c) the Respondent contravenes RFP Section 9.1;
 - (d) the Respondent fails to comply with the laws of the Province of Ontario or of Canada, as applicable;
 - (e) the Respondent misrepresents any information and if the proposal contains false or misleading information;
 - (f) there is evidence that the Respondent, its employees, agents, consultants or representatives colluded with one or more other Respondents or any of its or their respective employees, agents, consultants or representatives in the preparation or submission of proposals;
 - (g) the Respondent has breached any agreement with the Municipality;
 - (h) the Respondent has been convicted of an offence in connection with, or any services rendered to the Municipality or any Ministry, Agency, Board or Commission of the Government of Ontario;



- (i) the Respondent has breached an agreement for services similar to the ones requested under this RFP; or
 - (j) the Respondent has been convicted of a criminal offence within the last three years.
- (2) If, in the sole discretion of the Municipality, a proposal does not comply with the requirements set out in the RFP documents, the Municipality shall, without liability, cost or penalty, eliminate the proposal and the proposal shall not be given any further consideration. For purposes of this RFP, "comply" and "compliance" mean that the proposal conforms to the requirements of the RFP documents without material deviation or reservation. A "material deviation or reservation" is one,
- (a) that affects in any substantial way the scope, quality or performance of the services under the agreement arising from the RFP process; or
 - (b) that results in a material component of a requirement set out in the RFP documents not being complied with.
- (3) The Respondent's submission of a poor-quality proposal shall not be considered a failure to comply but will affect the Respondent's evaluation score.
- (4) The Municipality shall consider the Respondent's complete omission of any section of the proposal a failure to comply.
- (5) For the purpose of clarity, each Respondent acknowledges and agrees that the Municipality's evaluation of compliance with the RFP documents is not an evaluation of absolute compliance and that the Municipality may waive failures to comply that, in the Municipality's sole discretion, do not constitute a material deviation or reservation in accordance with RFP section 7.2 (2).



SECTION 8: RIGHTS OF THE MUNICIPALITY TO ACCEPT OR REJECT PROPOSALS

- (1) The Municipality may, in its discretion and at any time during the RFP process,
 - (a) reject any or all of the proposals;
 - (b) accept any proposal;
 - (c) if only one proposal is received, elect to accept or reject it;
 - (d) elect not to proceed with the RFP;
 - (e) alter the Timetable, the RFP process or any other aspect of this RFP; and
 - (f) cancel this RFP and subsequently advertise or call for new proposals for the subject matter of this RFP.

- (2) If the Municipality determines that all or the majority of proposals submitted are noncompliant, the Municipality may,
 - (a) take any action in accordance with RFP Section 8 (1); or
 - (b) carry out a process whereby all Respondents are directed to correct the deficiencies in their proposals for re-submission, without a change in their price sections.

- (3) The Municipality shall not be liable for any expense, cost, loss or damage occurred or suffered by any Respondent, or any person connected with any Respondent, as a result of any action referred to in RFP Section 8 (1) or 8 (2).

SECTION 9: TERMS & CONDITIONS OF RFP PROCESS

9.1 Public Statements and News Releases

- (1) The Prospective Respondents, Respondents and Successful Respondents shall not issue any public statement or news release pertaining to this RFP without the prior written consent of the Municipality.
- (2) The Respondent will keep confidential, without condition, all details of this RFP, its response and any and all information it obtains regarding the Municipality. The Respondent, shall not, without the Municipality's written consent, refer to the Municipality in any media release or public announcement.

9.2 Municipality's Right to Amend or Supplement the RFP

- (1) The Municipality may, without liability, cost or penalty,
 - (a) at any time prior to the submission deadline, alter the timetable in this RFP; and
 - (b) amend or supplement the RFP documents in accordance with RFP Section 1.6.
- (2) Any reference to "RFP" or "RFP documents" includes any amendments to the RFP or RFP documents made in accordance with RFP Section 1.6.

9.3. Disclosure Issues

- (1) The Respondent, by submitting its proposal, agrees that,
 - (a) The Municipality may disclose,
the name and address of the Successful Respondent; and
 - (b) The Municipality may disclose,
 - (i) the name and address of every Respondent; and
 - (ii) the volumes awarded to the Successful Respondents, to other Respondents.
- (2) The Respondent agrees that the Municipality may disclose proposals and all information submitted in the Respondents' proposals to other Municipality representatives in the Province of Ontario.
- (3) The Municipality may provide the proposals to any person involved in the review and evaluation of the proposals on behalf of the Municipality and the Municipality may,
 - (a) make copies of the proposal; and
 - (b) retain the proposal.

- (4) The Municipality may disclose to the Government of Ontario any Respondent information or information in respect of any agreements with service providers requested by the Government of Ontario.
- (5) The Municipality may disclose any information with respect to the Respondents and their proposals as required by the applicable law.

9.4 Municipality Confidentiality Issues

- (1) The Prospective Respondents and Respondents acknowledge and agree that all material, data, information, or any item in any form, whether it is in electronic or hard copy format, supplied by or obtained from the Municipality (the "RFP Information") that the Prospective Respondents acquired during the RFP process from the Municipality,
 - (a) shall remain the sole property of the Municipality and the Prospective Respondents and the Respondents shall treat it as confidential;
 - (b) shall not be used by the Prospective Respondent or Respondents for any other purpose other than submitting a proposal in response to this RFP;
 - (c) shall not be disclosed by the Prospective Respondent or Respondents to any person who is not involved in the Respondent's preparation of its proposal without prior written authorization from the Municipality; and
 - (d) if requested by the Municipality, shall be returned to the Contact Person no later than ten calendar days after the request by the Municipality to return the RFP information.
 - (e) Each Respondent agrees to comply with the Municipality's Private Policy. The Municipality is committed to protecting the privacy, confidentiality, and security of all information to which it is entrusted, and is committed to ensuring that staff and agents of the organization uphold this obligation.
- (2) Privacy and Freedom of Information. All submissions and attached materials received in response to this RFP are deemed to be the property of the Municipality of Hastings Highlands as of the date of their submission except to the extent they are protected as third-party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all RFPs, quotations and proposals submitted to the Corporation of the Municipality of Hastings Highlands. RFPs, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Municipality shall not withhold the following information from RFPs, quotations or proposals, if requested through the MFIPPA process by any person or business:
 - (a) the cover letter to the RFP, quotation, or proposal;
 - (b) the table of contents;

- (c) lists of figures, tables, and appendices; and
- (d) any information regarding the form and structure of a RFP, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Respondents should identify any portions of their RFP/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm disclosed. The Municipality of Hastings Highlands cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

9.5 Joint Venture Proposals

- (1) A Proposal may be submitted by,
 - (a) a single entity as the Respondent; or
 - (b) a collection of entities or individuals as the Respondent (the "Joint Venture Respondent").

Each Joint Venture Respondent shall state, in its proposal, the joint venture arrangements that form the basis on which the Joint Venture Respondent plans to carry out its obligations under the agreement. Joint Venture Respondents shall not change their joint venture arrangements without the prior written approval of the Municipality.

- (2) Each Joint Venture Respondent shall submit, as part of the documentation section of its proposal, a written commitment, in the form of a letter duly executed by a responsible officer of each joint venture participant that,
 - (a) confirms each joint venture participant's commitment to the joint venture and acceptance of the joint venture arrangements described in the proposal in accordance with this RFP document.
 - (b) confirms each joint venture participant's willingness to provide a joint and several guarantees to the Municipality to underwrite the performance of the joint venture in respect of the agreement; and
 - (c) identifies which joint venture participant,
 - (i) will assume the leading role on behalf of the other joint venture participants;
 - (ii) will have the authority to bind or commit all joint venture participants (the "Participant in Charge").
- (3) Unless one has already been submitted in a prequalification process in respect of this RFP, each joint venture participant shall demonstrate its authorization of the participant in charge by submitting a power of attorney signed by legally



authorized signatories.

- (4) If any of the Successful Respondents are a Joint Venture Respondent and the agreement is awarded to that Successful Respondent, the Municipality may require the Successful Respondent to incorporate a separate legal entity to enter into the agreement with the Municipality. If any Joint Venture Respondent incorporates a separate legal entity, the Successful Respondents shall ensure that the separate legal entity has the full legal capacity to carry out its obligations under the agreement and that it meets all requirements of law applicable to such an entity.
- (5) If the agreement is executed between the Municipality and a joint venture company, the parent companies of the entities forming the joint venture company shall jointly and severally guarantee the obligations of the joint venture company under the agreement. The Municipality may, in its sole discretion, also require parent companies of the joint venture participants or joint venture company to be parties to the agreement. During the RFP process, a Respondent shall notify the Contact Person, in writing, of any proposed changes to its joint venture arrangements or ownership structure from the joint venture arrangements or ownership structure set out in the proposal or, if applicable, in the Respondent's prequalification application.
- (6) The Municipality may,
 - (a) approve the changes in the joint venture arrangements or ownership structure of a Respondent; or
 - (b) reject the Respondent's or Successful Respondent's proposal as a result of these changes.

The Municipality's approval pursuant to this RFP section shall not be unreasonably withheld.

9.6 Delays and Costs of Delay

The Municipality shall not be liable, in any way, to the Respondents for any delays, or costs associated with delays, in the RFP process.

9.7 Clarification and Verification of Respondent's Proposal

a) Clarification

- (1) The Municipality may,
 - (a) require the Respondent to clarify the contents of its proposal;
 - (b) require the Respondent to submit supplementary documentation clarifying any matters contained in its proposal; and
 - (c) seek a Respondent's acknowledgement of a Municipality interpretation of the Respondent's proposal.

- (2) The Municipality is not obliged to seek clarification of any aspect of a proposal.
- (3) Any written information received by the Municipality from a Respondent pursuant to a request for clarification from the Municipality as part of the RFP process may, in the Municipality's discretion, be considered as an integral part of the proposal.

b) Verification

- (1) The Municipality may, in its sole discretion, verify any statement or claim contained in any proposal or made subsequently in any interview or negotiation. That verification may be made by whatever means the Municipality deems appropriate and may include contacting the names of persons identified in the contract information provided by the Respondent and, in addition, contacting persons or entities other than those offered by any Respondent.
- (2) In submitting a proposal, the Respondent is deemed to consent to the Municipality verifying any information from third parties and receiving additional information regarding the Respondent, its directors, officers, shareholders or owners and any other person associated with the Respondent as the Municipality may require.
- (3) For the purposes of the verification in RFP sections 9.9 (2) (a) and 9.9 (2) (b), the information described may be collected from and disclosed to government and non-government organizations.

9.8 Deemed Satisfaction as to Submission

The submission of a proposal shall be deemed conclusive proof that the submitter of the proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, where, materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the project. No claims will be entertained by the Corporation of the Municipality of Hastings Highlands based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

9.9 Conflict of Interest and Confidential Information

- (1) Each Respondent shall disclose any potential or actual conflicts of interest that it, or members of its joint venture in the case of Joint Venture Respondents, has or may have as a service provider under the terms and conditions of the agreement.
- (2) Each Respondent shall disclose, in the proposal submission form,
 - (a) whether, prior to submitting its proposal, it had access to Municipality confidential information with respect to the RFP process, including any



information with respect to the evaluation criteria or any matter related to the evaluation process, other than information officially disclosed by the Municipality as part of the RFP process; and

- (b) the names, positions, addresses and telephone numbers of all individuals who have participated in the preparation of the proposal and the identification of any of those individuals who is a former employee, former CAO or former member of the Municipality issuing this RFP.
- (3) The Municipality will make a judgment as to whether, on a case by case basis, the conflict of interest or potential conflict of interest, disclosed pursuant to this RFP is material and will result in disqualification of the proposal.

9.10 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the deadline for issuing addenda, the Municipality may at its discretion extend the submission date for a reasonable for a reasonable amount of time.



SECTION 10: AGREEMENT FINALIZATION AND DEBRIEFING

10.1 Agreement Finalization

The Municipality will notify the Successful Respondent in writing. At that time the Successful Respondent and the Municipality shall enter into discussions to finalize the agreements.

- (1) After the selection of the Successful Respondent, if any, the Municipality may finalize the terms and conditions of the Agreement with the Successful Respondent, and, as part of that process, may, in its sole discretion, negotiate changes, amendments or modifications to the Successful Respondent's proposals. Negotiations may include requests by the Municipality for supplementary information from the Respondent 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 Municipality for improved pricing from the Respondent.
- (2) The Successful Respondent shall, no later than fifteen (15) business days after receipt of the agreement or such later date as may be specified in written notice given by the Municipality, enter into and execute the agreement. There will be no legally binding relationship created with any Respondent prior to the execution of a written agreement.
- (3) If a Successful Respondent fails or refuses to enter into and execute the agreement and provide the documentation in accordance with the RFP, the Municipality may, in its sole discretion, take anyone or all of the following actions:
 - (a) terminate all discussions to enter into the agreement with that Successful Respondent and cancel its identification of a Respondent as a Successful Respondent;
 - (b) select another Respondent to enter into the agreement;
 - (c) pursue any other remedy available to the Municipality under the applicable law.
- (4) The Municipality may, in its sole discretion, cancel its decision to enter into an agreement with a Successful Respondent if,
 - (a) a change in the joint venture arrangements or ownership structure of the Successful Respondent has occurred which has not been approved by the Municipality in accordance with RFP Section 9.5 (7); or
 - (b) any other material change has occurred with respect to the Successful Respondent's proposal.



10.2 Term of Contract

- (1) The term of the contract shall be for three (3) years, for the sampling years of 2018, 2019, and 2020, with an option for an extension to the contract at the end of the contract term, if both parties involved agree on an extension.
- (2) The contract start date is March 1, 2018.
- (3) The contract end date is December 31, 2020.

10.3 Debriefing of Unsuccessful Respondents

- (1) The Unsuccessful Respondents shall be notified by the Municipality in writing as to their unsuccessful bid in the RFP process.
- (2) The Municipality shall, at the request of a Respondent, carry out information sessions with the Unsuccessful Respondent to explain the Municipality's evaluation of the Respondent's Proposal (the "Debriefing Sessions").
- (3) The scheduling of the debriefing sessions shall be determined by the Municipality. Unless otherwise determined by the Municipality, debriefing sessions shall not be held until after the execution of agreement by Successful Respondent(s).

SECTION 11: GENERAL TERMS AND CONDITIONS

11.1 Governing Law, Attornment and Limit on Liability

- (1) This RFP and the agreements entered into by the Successful Respondents shall be governed and construed in accordance with the laws of Ontario and the applicable laws of Canada (the "Governing Law").
- (2) The Respondent agrees that,
 - (a) any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
 - (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis, including forum non-convenes; and
 - (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFP section 11.1.
- (3) The Respondent agrees that if the Municipality commits a material breach of this RFP, the Municipality's liability to the Respondent for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Municipality, the aggregate amount of damages recoverable against the Municipality shall be no greater than the demonstrated proposal preparation costs of the Respondent seeking damages from the Municipality.
- (4) The Successful Respondent shall comply with all relevant federal, provincial and municipal statutes, regulations, codes, ordinances, policies, directives, orders and by-laws pertaining to the work and its performance. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario including:
 - (a) the Municipal Freedom of Information and Privacy Act, RSO 1990, c. M54, Occupational Health and Safety Act, R.S.O. 1990, c.0.1, Each Respondent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each

Respondent also acknowledges that the Municipality is relying on this warranty in its decision to award the contract to the Respondent.

- (b) Accessibility for Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, Section 12 of which statute states:
In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

11.2 Force Majeure

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts or public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

11.3 Indemnity and Insurance

The Service Provider must keep in force for the duration of the contract the following:

Comprehensive/Commercial General Liability Insurance insuring the Successful Respondent and naming the Corporation of the Municipality of Hastings Highlands 33011 Hwy 62N Maynooth, ON K0L 2S0; as an additional insured, and any other person or entity who the Municipality or the Successful Respondent may reasonably require to be added as additional insured. Such general liability insurance shall provide coverage in respect of property damage and/or bodily injury (including death) arising out of any and all services and shall include property damage if the damaged work or the work out of which the damage arises was performed on behalf of the Successful Respondent by a sub-consultant and shall include bodily injury (including death) if the bodily injury (or death) arises out of work performed on behalf of the consultant. Such insurance shall contain a cross liability endorsement.

Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) Dollars per occurrence and shall include the Municipality and Her Majesty in Right of Ontario as an additional insured with respect to the consultant's operations, acts and omissions relating to its obligations under this agreement, such policy to include non-owned automobile liability, personal injury, third party bodily, broad form property damage, contractual liability,



owners' and contractors' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

Automobile Liability Insurance for an amount not less than Two Million (\$2,000,000) Dollars per occurrence on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this agreement

Professional Liability Insurance in the amount of not less than Two Million (\$2,000,000) Dollars

Workplace Safety Insurance Board (WSIB) (to be submitted with bid)

Respondents shall furnish, with his/her bid evidence of compliance with requirements of the Worker's Compensation Act of the Province of Ontario in the form of a current WSIB Clearance Certificate and each Respondent and or subcontractor named in the bid submission agrees to the terms and condition as noted in proposal Section 10.1.

The Respondent must be in good standing with the Workplace Safety and Insurance Board and shall furnish the Municipality of Hastings Highlands with satisfactory evidence, in the form of a valid WSIB Clearance Certificate, with the bid and as required an updated certificate prior to commencement of the project and upon presentation of a final invoice and at any other time during the contract at the Municipality of Hastings Highlands request.

- (1) **If the Respondent is a Sole Proprietor, an Independent Operators Ruling is required. The Respondent shall download the correct form from the WSIB website that corresponds to the classification of work for which this tender applies.**
- (2) The Successful Respondent with whom the Municipality of Hastings Highlands wishes to contract warrants and represents that it shall comply with the relevant Worker's Compensation Board requirements during the performance of the tender requirements.



APPENDIX A: FORM OF PROPOSAL

**REQUEST FOR PROPOSAL: HH-2017-08
PROJECT NAME: DRINKING WATER SAMPLING & ANALYSIS**

Note: The FORM OF PROPOSAL must be returned with the RFP Proposal.

I/We the undersigned after having read the Request for Proposal, terms, conditions and specifications, **WHERE REQUIRED, INCLUDE THE FOLLOWING:**
Receipt of addenda (when issued) shall be acknowledged by the Respondent initialing in the space provided opposite each addendum received:

Addendum No. 1 _____ No.2 _____ No. 3 _____

Note: Respondents failing to acknowledge receipt of Addenda when issued will be disqualified.

By signing this submission, I confirm that I have read, acknowledge and understand all terms, conditions and requirements contained in this Proposal Document.

Vendor Name:	
Street Address/P.O. Box #:	Town/ City, Province, Postal Code:
Authorized Representative Name (please print):	Title:
Telephone number:	Fax number:
E-mail address:	
Signature of Authorized Signing Officer:	Date:



APPENDIX B: TEST LOCATIONS

**REQUEST FOR PROPOSAL: HH-2017-08
PROJECT NAME: DRINKING WATER SAMPLING & ANALYSIS**

	FACILITY NAME	FACILITY LOCATION	WATERWORKS DWS#
1.	Bangor Community Centre	786 Centreview Road Combermere ON K0J 1L0	#738001116
2.	Bangor Fire Hall	786 Centreview Road Combermere ON K0J 1L0	Not regulated
3.	Bangor Works Garage	35523 Highway 62 North Combermere ON K0J 1L0	Not regulated
4.	Hastings Highlands Centre (including Municipal Office)	33011 Highway 62 North Maynooth, ON K0L 2S0	#738001117
5.	Herschel Community Centre	168 South Baptiste Lake Road Bancroft (Bird's Creek), ON K0L 1C0	#738001114
6.	Herschel Rink	160 South Baptiste Lake Road Bancroft (Bird's Creek), ON K0L 1C0	#738003048
7.	Herschel South Fire Hall	573 South Baptiste Lake Road Bancroft (Bird's Creek), ON K0L 1C0	Not regulated
8.	Herschel North Fire Hall	9 Paradise Landing North Baptiste Lake Road	Not regulated
9.	Herschel Works Garage	334 Y-Road (Bird's Creek) Bancroft ON K0L 1C0	Not regulated
10.	Lake St. Peter Community Centre	Boulter Lake Road Lake St. Peter ON K0L 2K0	#738001112
11.	Lake St. Peter Fire Hall	2356 Highway 127 Lake St. Peter ON K0L 2K0	Not regulated
12.	Maynooth Community Centre	33090 Highway 62 North Maynooth ON K0L 2S0	#738001105
13.	Maynooth Fire Hall	41 Old Hastings Road Maynooth ON K0L 2S0	Not regulated
14.	Maynooth Rink	104 Young Street Maynooth ON K0L 2S0	#738001945
15.	Monteagle Fire Hall	3205 Musclow Greenview Road Bancroft ON K0L 1C0	Not regulated
16.	Monteagle Works Garage	3187 Musclow Greenview Road Bancroft ON K0L 1C0	Not regulated
17.	Musclow Community Centre	10 McCormack Road Bancroft ON K0L 1C0	#738001122



APPENDIX C-1: PRICING SHEET (per year fees – 2018, 2019, 2020)

**REQUEST FOR PROPOSAL: HH-2017-08
PROJECT NAME: WATER SAMPLING & ANALYSIS**

No.	Facility Name	Professional Fees per year	Analytical Fees per year	Disbursements per year	Total Cost per year
1.	Bangor Community Centre				
2.	Bangor Fire Hall				
3.	Bangor Works Garage				
4.	Hastings Highlands Centre (including Municipal Office)				
5.	Herschel Community Centre				
6.	Herschel Rink				
7.	Herschel South Fire Hall				
8.	Herschel North Fire Hall				
9.	Herschel Works Garage				
10.	Lake St. Peter Community Centre				
11.	Lake St. Peter Fire Hall				
12.	Maynooth Community Centre				
13.	Maynooth Fire Hall				
14.	Maynooth Rink				
15.	Monteagle Fire Hall				
16.	Monteagle Works Garage				
17.	Musclow Community Centre				
TOTALS					

Please note: No additional cost or reimbursement will be paid by the Municipality.

FIRM:	
SIGNATURE:	
TITLE:	
DATE:	



APPENDIX C-2: PRICING SHEET (Additional Labour Rates)

REQUEST FOR PROPOSAL: HH-2017-08
PROJECT NAME: WATER SAMPLING & ANALYSIS

ADDITIONAL LABOUR RATES	Units
<i>Please provide the following:</i>	
Cost per hour for the hours between 8:00 am and 4:00 p.m. Monday through Friday	\$/hr
Cost per hour for the hours between 4:00 pm and 8:00 a.m. (after hours)	\$/hr
Cost per hour for any hours during weekends and Statutory Holidays	\$/hr
Minimum charge per Call-out (if applicable)	\$
Travel rate per Kilometer	\$/kilometre
Parts & Equipment (identify mark-up % on cost)	%

The above noted fees shall be applied to work provided only at the request of the Municipality of Hastings Highlands, on an as-needed basis, in addition to the noted fees on Appendix C-1 for annual sampling. Must include travel and all other disbursements

Please note: No additional cost or reimbursement will be paid by the Municipality.

COMMENTS (IF ANY)

FIRM:	
SIGNATURE:	
TITLE:	
DATE:	



APPENDIX D: HEALTH AND SAFETY DECLARATION

REQUEST FOR PROPOSAL: HH-2017-08 PROJECT NAME: WATER SAMPLING & ANALYSIS

CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Corporation of the Municipality of Hastings Highlands is committed to:

- (1) The prevention of workplace injury, illness, violence and harassment to all workers at Municipal work locations.
- (2) The belief that 'contractor' safety is compatible with the safety policy of the Municipality and is good business.
- (3) Assuming a leadership role by citing contractors for any violations of the contract.

To ensure the Municipality of Hastings Highlands workplace is a healthy and safe working environment, the above-named Company, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act (and as amended) and any other legislation pertaining to employee health and safety, violence and harassment in the workplace and other matters.

For long term contracts, or contracts involving pre-selected contractors, the Municipality of Hastings Highlands reserves the right to cancel (or place on probation) the contract of any contractor who is sited with violations and/or charged and/or convicted of offences under the Occupational Health and Safety Act and/or applicable regulations while carrying out any part of a project with the Municipality of Hastings Highlands.

Statement of Responsibility:

If the named Company (below) is retained to perform work for the Corporation of the Municipality of Hastings Highlands:

I/we accept the following health and safety responsibilities:

- I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipality of Hastings Highlands safety policies, standards and procedures, department and site-specific policies, standards and procedures and all applicable legislation and regulations.
- I/we will work safely with skill and care to prevent accidental injury, violence and harassment to ourselves, fellow employees and all other persons on the site of the work.
- For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act,
- I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional; or Satisfactory- Unaudited.
- I/we will advise the Municipality of Hastings Highlands if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Municipality with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.



APPENDIX D: HEALTH AND SAFETY DECLARATION (Cont'd)

RESPONDENT'S COMPANY NAME:
Representative:
Authorized Signature:
Date:

DOCUMENT MUST BE SIGNED TO BE VALID & SUBMITTED WITH BID



APPENDIX E: REFERENCE FORM
REQUEST FOR PROPOSAL: HH-2017-08
PROJECT NAME: WATER SAMPLING & ANALYSIS

Note: The REFERENCE FORM must be returned with the RFP Proposal.

Requirements: (i) References for delivery/supply of similar project scope or magnitude. (ii)
Minimum of three (3) references required.

1. COMPANY NAME: _____

CONTACT: _____

TITLE: _____

PHONE #: _____

2. COMPANY NAME: _____

CONTACT: _____

TITLE: _____

PHONE #: _____

3. COMPANY NAME: _____

CONTACT: _____

TITLE: _____

PHONE #: _____

Approval to Contact References

Authorized Representative Name (Please Print) *Title*

Authorized Signature *Date*

DOCUMENT MUST BE SIGNED TO BE VALID

