



Request for Proposals

Title: **2022 Discovery Guide**

Reference #: CAO2021-09-01

Closing Date: **October 15th, 2021**

Closing Time: **3:00 PM** Late Submissions will not be accepted.

Location: Township of Huron-Kinloss Municipal Office
21 Queen Street
Ripley, ON, N0G 2R0
Attention: **Michelle Goetz**
Email: **mgoetz@huronkinloss.com**

For Professional Services (Graphic Design)

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1. Introduction

1.1 Purpose

The purpose of this RFP is to select a service provider (or service providers) to perform the services ("Services") described in Schedule A.

1.2 Definitions

1. **"Authorized Agent"** is a representative of the Proponent who has the authority, or appears to have the authority, to enter into a Contract on behalf of the Proponent.
2. **"Award"** is the acceptance of a Proposal in accordance with this Request for Proposal, as evidenced by the Township of Huron-Kinloss written notification to the selected Proponent.
3. **"Budget"** refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Township on various operating expenses or capital projects. Budgets may be approved annually, or with terms of multiple years, or during any year for one or more specific projects or programs.
4. **"Change Order"** is a written order issued from the Township of Huron-Kinloss that changes the scope or specifications of any project.
5. **"Consultant"** means person who, by virtue of professional expertise of service is contracted by the Township of Huron-Kinloss to undertake a specific task or assignment. Examples include: a planner completing a specific study; an architect or engineer drawing plans for a particular building or project; a lawyer representing the Township of Huron-Kinloss for a particular legal matter; an appraiser providing an opinion of value on an asset; etc.
6. **"Contract"** means legal agreement to be entered into by the selected Proponent and Township of Huron-Kinloss.
7. **"Council"** mean the elected representatives of the people of the Township of Huron-Kinloss with respect to municipal administration.
8. **"Evaluation Team"** means the team appointed by the Township of Huron-Kinloss.
9. **"Goods and/or Services"** means those goods and/or services set out in this Proposal sought to be procured by the Township of Huron-Kinloss as a result of this Request for

Proposal process.

10. **"Insurance Certificate"** a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario.
11. **"Mandatory Performance Specification"** means requirements that the selected Proponent is obligated to perform under the contract.
12. **"May"** used in this Request for Proposal document shall be permissive and discretionary but recommended.
13. **"Proposal"** is a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and services based on the approved format of the Township of Huron-Kinloss containing terms and conditions.
14. **"Proposal Package"** is the submitted package that includes the Proposal and any documents requested for evaluation.
15. **"Proponent"** is the Person who submits a Proposal.
16. **"Request for Proposal (RFP)"** means an invitation issued by the Township of Huron-Kinloss to supply a Good or Service for a fixed price where specifications may be difficult to define or are restrictive in nature.
17. **"Shall"** used in this Request for Proposal document is a mandatory requirement that if not met, will result in a Proponent's disqualification.
18. **"Should"** used in the Request for Proposal document is a permissive and discretionary request but is recommended.
19. **"Will"** used in this Request for Proposal document is a mandatory requirement.
20. **"Township"** means The Corporation of the Township of Huron-Kinloss
21. **"Township Representative"** has the meaning set out in section 2.6
22. **"Responsible Bidder"** is a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical to perform as contractually required. Must be

able to fully document the ability to provide good faith performance.

23. **“Responsive Bidder”** is a contractor, business entity or individual who has submitted a request for proposal that fully conforms in all material respects to the Request for Proposal and all of its requirements, including all form and substance.

2. Instructions to Proponents

2.1 Closing Time and Address for Proposal Delivery

The proposals must be submitted to the Township of Huron-Kinloss at the office of:

Name: **Michelle Goetz**
Address: Township of Huron-Kinloss
21 Queen Street
Ripley, Ontario
N0G 2R0

Email: **mgoetz@huronkinloss.com**

On or before the following date and time (the "Closing Time"):

Time: **3:00 PM**

Date: **October 15th, 2021**

2.2 Information Meeting

There will not be a meeting for this RFP. Questions can be directed to Michelle Goetz at mgoetz@huronkinloss.com or 519-395-3735 ex.156.

2.3 Number of Copies

The Proponent should submit one digital file containing a PDF version of the Proposal via email, file transfer service or on a USB key.

2.4 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for extension of the Closing Time.

2.5 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or emailed amendments are permitted, but such amendment may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the Township's equipment functions properly so as to facilitate timely delivery of any amendment.

2.6 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the "Township Representative"). Information obtained from any person or source other than the Township Representative may not be relied upon.

Name: **Michelle Goetz**
Address: Township of Huron-Kinloss
21 Queen Street
Ripley, Ontario
N0G 2R0

Fax: 519-395-4107
Email: **mgoetz@huronkinloss.com**

Inquiries should be made by **October 12th, 2021**. The Township of Huron-Kinloss reserves the right not to respond to inquiries made after the inquiry closing deadline. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Township.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the Township Representative. If the Town determines that an amendment is required to this RFP, the Township Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

Accessible Documentation: Should you require a copy of this document in a format compliant with the Accessibility for Ontarians with Disabilities Act (AODA), please contact the Township Representative(s) listed above.

2.7 Addenda

If the Township of Huron-Kinloss determines that an amendment is required by this RFP, the Township Representative will issue a written addendum by posting it on the Bids and Tenders page on the Township's active website at www.huron-kinloss.com that will form part of this RFP. It is the responsibility of Proponents to check the Township's Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

2.8 Examining of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached schedules, the contract and the site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.9 Opening of Proposals

Proposals will be opened on October 15th 2021 at 3:30PM.

2.10 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the Township Representative.

3. Proposal Submission Form and Contents

3.1 Package

Hard copy(ies) of Proposals are to be in a sealed package, marked on the outside with the Proponent's name, title of the Project and Reference Number.

3.2 Form of Proposal

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant Proposal Form:

- a) The proposal shall be completed and signed with the authorized signature of the Proponent or of a designated official of the
- b) All Proposal information and pricing shall be legibly written in ink or by computer.
- c) The Proponent is required to detail a project timeline that indicates when deliverables will be produced having regard to the preferred timeline set out in the Schedule to this document.

3.3 Signature

The legal name of the person or organization submitting the Proposal should be included on all forms. The proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venturer should be included, and each partner or joint venturer should

sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the Township that the person(s) signing have signing authority for the partnership or joint venture).

- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

4. Evaluation and Selection

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the Township by the Evaluation Team. The Evaluation Team may consult with others including Township staff members, Municipal partners, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Township.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the Township, using the following criteria:

(a) Quality and Completeness of Proposal 15%

The evaluation team will consider the Proposal's completeness. The presentation and ease of understanding will be evaluated. The ability to directly tie the Proposal back to the RFP's requirements will be ranked more favourably.

(b) Experience, Reputation and Resources 25%

The Evaluation Team will consider the proponents demonstrated experience on similar engagements, key personnel and references where applicable. Proponents should include the features of their services that give them a competitive advantage and include the level of staff certification.

(c) Workplan and Timelines 30%

The Proposal should include narrative that illustrates an understanding of the Township's requirements and Services. The Evaluation Team will consider the general approach and methodology that the Proponent would take in performing the services. The Proposal narrative should include how the Proponent will complete the scope of Services, manage the Services, and accomplish the required objectives with the Township's schedule as well as include a description of the standards to be met and evaluated in the deliverable.

Proponents shall provide a schedule of activities and associated costs over the proposed period of the engagement.

(d) Financial

30%

The total proposed pricing shall be inclusive, including but not limited to, mileage, disbursements, and travel time along with all works as described within the RFP document. HST must be shown separately where applicable.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals. The evaluation is for internal use only.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in the Proponent's financial proposal, the Township of Huron-Kinloss shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted.

4.4 Litigation

In addition to any other provision of this RFP, the Township of Huron-Kinloss may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in legal action against the Township of Huron-Kinloss, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the Township of Huron-Kinloss will consider whether the litigation is likely to affect the Proponent's ability to work with the Township of Huron-Kinloss, its consultants and representatives and whether the Township of Huron-Kinloss will incur increased staffing and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.7 Multiple Preferred Proponents

The Township of Huron-Kinloss reserves the right and discretion to divide up the Services; either by scope, geographic area, or other basis as the Township of Huron-Kinloss may decide and select one or more Preferred Proponents to enter into discussions with the Township for one or more Contracts to perform a portion or portions of the Services. If the Township of Huron-Kinloss exercises its discretion to divide up the Services, the Township will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals maybe evaluated on the basis of advantages and disadvantages to the Township of Huron-Kinloss that might result or be achieved from the Township of Huron-Kinloss dividing up the Services and entering into one or more Contracts with one or more Proponents.

4.8 Negotiation of Contract and Award

If the Township of Huron-Kinloss selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - i. Clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - ii. Negotiation of amendments to proposed work plan and/or scope of the Proposal of the Preferred Proponent
 - iii. Negotiation of amendments to the Preferred Proponent's price and/or scope of Services if:
 - 1. The Preferred Proponent's financial proposal exceeds the Township's approved budget, or
 - 2. The Township of Huron-Kinloss reasonably concludes the Preferred Proponent's financial proposal includes a price that is unbalanced, or
 - 3. A knowledgeable third party would judge that the Preferred Proponent's price materially exceeds a fair market price for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or

- iv. If at any time the Township of Huron-Kinloss reasonably forms the opinion that a mutually acceptable agreement is not likely reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Township may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. Selected Proponent Standard Terms and Conditions of Contract

The Performance Standard Terms and Conditions form a part of each Proposal and shall apply to the Selected Proponent's contract for the award. The Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive request for Proposal document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions in this section of the Request for Proposal will govern.

6. Insurance

The Selected proponent shall submit the required insurance certificate within seven days of notification for the award.

a) Professional Liability Insurance/Error and Omissions Insurance

Without restricting the generality of the Indemnification provisions, the Services Provider shall, during the term of this Agreement, provide, maintain and pay for:

- (a) Commercial General Liability Insurance with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the Services Provider and shall name the Township of Huron-Kinloss as an additional insured thereunder.

The Commercial General Liability insurance shall include coverage for:

- premises and operations liability
- products or completed operations liability
- blanket Agreement liability
- cross liability
- severability of interest clause
- contingent employers liability
- personal injury liability
- owner's and Services provider's protective coverage
- liability with respect to non-owned licensed motor vehicles

- (b) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property; and

(c) Professional Liability insurance with a policy limit for each single claim of not less than \$2,000,000.00.

- (1) The Services Provider shall provide the Corporation with proof, in a form satisfactory to the Corporation, of the insurance required under this section prior to the commencement of work.
- (2) If the Corporation requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Services Provider shall endeavor forthwith to obtain such increased or special insurance at the Corporation's expense.
- (3) All the above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation in whole or in part.

b) Workplace Safety and Insurance

The Proponent certifies that it is in full compliance with the Workplace Safety and Insurance Act. A copy of a Clearance Certificate from the Workplace Safety and Insurance Board must be submitted by the Proponent upon notification of the award of the contract and prior to commencing work.

6.2 Termination of Contract

Subject to the provisions below, the Contract may be terminated by the Township of Huron-Kinloss upon thirty (30) days advance written notice to the Consultant. If any work or service hereunder is in progress, and not completed as of the date of termination, then the Contract may be extended upon written approval of the Township until said work or services are completed and accepted.

- (a) Termination for Convenience – The Township of Huron-Kinloss may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.
- (b) Termination for Cause – In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.
- (c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years – If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract, in a subsequent fiscal year, then the Contract shall be cancelled and, to extent permitted by law, the Selected Proponent shall be

reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or services delivered under the Contract.

6.3 Billing and Invoices

All payments will be made within 30 days from receipt of an approved invoice. Where there is a question of non-performance involved, payment in whole or in part against which charge back any adjustments required, will be withheld.

The Township of Huron-Kinloss has implemented electronic payments for our Vendors. Payment schedules may be negotiated with the contractor. The preferred method of payment will be Electronic Transfer (EFT) directly into the Vendor's bank account. The successful Proponent shall complete these provided with EFT Form after notification of contract award.

7. General Conditions

7.1 No Township Obligation

This RFP is not a tender and does not commit the Township of Huron-Kinloss in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Township of Huron-Kinloss reserves the right to at any time reject all Proposals, and to terminate this RFP process.

7.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the Township of Huron-Kinloss or its representatives and consultants, relating to or arising from this RFP. The Township of Huron-Kinloss and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

7.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

7.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Township of Huron-Kinloss, its elected or appointed officials or employees. The Township of Huron-Kinloss may rely on such disclosure.

7.5 Solicitation of Council Members, Town Staff and Town Consultants

Proponents and their agents will not contact any member of the Huron-Kinloss Council, Township of Huron-Kinloss staff or Township of Huron-Kinloss consultants with respect to this RFP, other than the Township Representative names in section 2.6, at any time prior to the award of a contract or cancellation of this RFP.

7.6 Confidentiality

All submissions become the property of the Township of Huron-Kinloss and will not be returned to the Proponent. All submissions will be held in confidence by the Township unless otherwise required by law. Proponents should be aware that the Township of Huron-Kinloss is a “public body” defined by and subject to the Freedom of Information and Protection of Privacy Act of Ontario.

7.7 Occupational Health and Safety

The proponent has read and agrees to comply with the Township of Huron-Kinloss’ Corporate Statement regarding Occupational Health and Safety while conducting any meetings, inspections, etc. required to administer this proposal or a resulting policy.

Schedule A - Services

Background

The Township of Huron-Kinloss is a rural community of approximately 6000 people in Bruce County, Ontario, along the shores of Lake Huron. Our Discovery Guide, provides residents and visitors with important information regarding Municipal affairs, points of interest, community events and community contacts. The Discovery Guide is an all-in-one guide for the Township that is mailed to permanent residents and strategically placed throughout the Township and the province for visitors and seasonal residents.

Objective

The Township is seeking proposals for the 2022 Discovery Guide.

Deliverables

48 Numbered Pages including front and back cover

The successful proposal will include:

- A quote to create a 48 page, 8.125" X 10.75" full colour booklet
- a minimum of 3 cover page options; significantly different in design (allow for minimal revisions of design to chosen cover)
- 2 drafts including revisions of the publication provided by the deadlines listed in the timeline
- 1 printed, colour proof of the guide
- Print ready digital files (pdf)
- Coordination of printing 8500 copies of the final, approved version of the booklet.

Timeline

The deadline for RFP submissions is October 15th, 2021 at 3PM. It is expected the successful design firm will be awarded the project by October 22nd, 2021.

The cover photo options will be sent to the designer by October 22nd, 2021 and the cover photo proof will be provided to the Township by November 5th, 2021.

The Township will provide all content to the designer by February 18th, 2022. The first proof should be provided to the Township for review by March 4th, 2022. Edits and changes to the guide will take place between March 4th, 2022 and March 25th, 2022.

The final version of the Municipal Guide will be approved and sent to the printer by March 25th, 2022. The Municipal Guide will be delivered to the Township by April 15th, 2022.

ITEMS TO BE ADDRESSED IN THE PROPOSAL

Costs

Total Project Cost (including disbursements and H.S.T.) to include all matters itemized in the Terms of Reference and to cover all disbursements and all items listed below:

- the preparation of the proposal
- hourly rates for all proposed project staff together with the approximate time to be spent by each staff member on the project
- printing costs to cover the final proof of the printed booklet
- printing costs to print 8500 copies of the final, approved version of the guide

All sub-consultants and their fees must be identified and costs included in the upset limit.

Confidentiality

The successful proponent must demonstrate experience and controls in place to deal with confidential information. The successful proponent will potentially have access to sensitive data and must demonstrate how confidentiality will be maintained.

Terms and Conditions

The Township of Huron-Kinloss will not provide payment for RFP submissions.

All submission become property of the Township of Huron-Kinloss and will not be returned to the proponent. All submissions will be held in confidence by the Township unless otherwise required by law.

The creation of the layout of the guide and any design features within the guide will be in compliance with the Accessibility for Ontarians with Disabilities Act (AODA).

The Township reserves the right to request clarification or additional information from a proponent in order to evaluate the proposals.

A signed contract including the payment schedule will be required prior to work commencing on the guide. The contract will be sent via email to the approved designer by October 20th, 2021. The signed contract must be returned to the Township by October 22nd, 2021 . The payment schedule can be negotiated as part of the terms of the contract.

The Township also reserves the right to negotiate variations to the proposal if it is deemed beneficial to the Township.

The proponent is responsible for maintaining liability insurance of not less than two million (\$2,000,000).

The proponent is responsible for maintaining compliance with the Workplace Safety and Insurance Act.

Schedule B – Form of Proposal

(Return all of Schedule B with the Proposal Package Submission)

Contact Information of the Proponent

Legal Name of the Proponent or Individual

Mailing & Courier Delivery Address with Postal Code

Telephone Number

Fax Number

H.S.T. Number

For Any Questions Regarding the Proposal, Name the Contact Person and Their Title

Contact's email address

	+	=
Bid Price Before tax	HST	Total Bid Price Including HST

Authorized Signature

Name (Please print)

Submission Label- Please Complete and attach to submission

FROM:

(Please complete above)