



## **THE TOWNSHIP OF LANARK HIGHLANDS**

### **REQUEST FOR PROPOSAL (RFP)**

FOR:

### **ASSET MANAGEMENT PLAN**

## **RFP-2018-01**

**ISSUE DATE:** Monday, July 16, 2018

**CLOSE DATE:** Monday, August 3, 2018 at 4:00 pm

**DELIVERY**

**LOCATION:** Township of Lanark Highlands Municipal Office  
75 George Street, P.O. Box 340, Lanark, ON K0G 1K0  
Attention: Joan Pratt, Treasurer

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

**THE LOWEST PROPOSAL OR ANY PROPOSAL AT ALL WILL NOT  
NECESSARILY BE ACCEPTED.**

## **Section 1: Background Information and Project Scope**

### **1.1 Background**

The Township of Lanark Highlands is a municipality with a population of 3461 and is located 45 minutes north/west of Ottawa. The 2018 budgeted levy to taxpayers is \$4.5 million. The Township staffs 15 full time employees, approximately 15 seasonal employees as well as 70-75 volunteer firefighters. The Township of Lanark Highlands has assets currently valued at \$28 million, with a net book value of \$11 million. Assets include (but are not limited to) approximately 530km of road surface (mainly unpaved), major bridges, culverts, approximately 25 buildings, an arena, multiple park facilities as well as Public Works and Fire Department fleet and equipment. Further information about the municipality can be found at [lanarkhighlands.ca](http://lanarkhighlands.ca).

### **1.2 Scope of Project**

The Township of Lanark Highlands (hereinafter, the Township) is seeking proposals from qualified consultants for the development of an Asset Management Plan (hereinafter, AMP) that is in accordance with or exceeds Ontario Regulation 588/17 *Asset Management Planning for Municipal Infrastructure* as well as the guideline produced by the Ontario government (hereinafter, the Province), titled *Building Together: Guide for Municipal Asset Management Plans* and further will provide a working/living document that the Township can easily utilize going forward.

The objectives of the plan will include the following;

### **1.3 Initial Assessment**

Consulting with staff provide an assessment of the current organizational competency in asset management and identify and document any gaps in the existing asset management program.

**DELIVERABLE:** Provide a Maturity Assessment Report that identifies any gaps in our asset management program and steps/procedures to be taken for improvement.

### **1.4 Data Collection and Asset Inventory**

Convert the existing asset inventory into a useful inventory database of assets, which will include, but not limited to the following attributes for each asset:

- Accounting Cost, Accumulated Amortization, Year of Acquisition
- Asset Number, Amortization Rate;
- Municipal function (or department)
- Estimated Replacement Date, Estimated Replacement Amount, Condition Index; including a review of useful lives of assets to ensure the system accurately reflects the real life cycle of those assets;
- Work with municipal staff to integrate the inventory database into existing accounting software
- Updating our processes to ensure that asset information collected at the source properly flows through our systems and into the asset inventory/management database.

**DELIVERABLE:** All Town asset inventory recorded and input into a database with complete information for each asset. Additionally, a report detailing the data collection tools, condition rating criteria and the data gap analysis as required under the Township's agreement with FCM for funding.

### **1.4 Asset Management Strategy and Policy Development**

Preparation of an Asset Management Policies, which are in accordance with Ontario Regulation 588/17 and are inclusive of the provisions, set out in section 3 and 4 of the Regulation.

**DELIVERABLE:** Asset management policy to be reviewed with staff and presented to Council for adoption as required under Ontario Regulation 588/17.

### **1.5 Service Levels**

- To establish the desired levels of service for each asset group based on input from Council, Staff and the Public and develop models for any future acquisitions;
- Lifecycle planning, condition assessment, risk analysis, levels of service, and project prioritization.
- Consultant to work with staff on assessing each asset for service levels.

**DELIVERABLE:** Each asset will be assigned a rating for condition, risk, service levels and an overall priority level in accordance with section 5 and 6 of Ontario Regulation 588/17.

### **1.6 Financial Strategy and Reporting**

- Assist with developing a policy and strategy for determining how the Municipality should be budgeting annually for the replacement of assets for a minimum of 10 years

- Engaging Council in developing a financing plan

**DELIVERABLE:** Consolidated Township financial plan for 10 years including various sources of funding recommended capital asset annual spending.

## **1.7 Reporting**

Provide a report to summarize the asset management plan for the Council of the Township of Lanark Highlands to adopt as the Asset Management Plan.

## **Section 2: Proposal Structure and Content Requirements**

### **2.1 Proposal Submission Structure**

The proposal document should be structured in sections that refer to the headings addressed in the Proposal Content Requirements of this section and should be numbered and tabbed accordingly.

### **2.2 Proposal Content Requirements**

SECTION #	CONTENT
1	Company Profile
2	Project Experience
3	Project Approach/Methodology
4	Project Timeframe
5	Cost Factor – Proposal Form (Separate Envelope)

#### **2.2.1 Company Profile**

Proponents are to provide information on their company such as, but not limited to, the following:

- Provide a general company profile including the ownership and affiliations of the firm and number of years the firms has been in business.
- Address, and contact information for the proposing entity;
- Size of company, number for employees both locally and other.

#### **2.2.2 Project Experience**

Brief documentation on significant similar projects, with client references (minimum of 2). The Township reserves the right to contact references, which may affect a Proponent's evaluation score.

References associated with Lanark Highlands are not an acceptable reference.

### **2.2.3 Project Approach/Methodology**

Proponents are to provide information on their approach to completing the Asset Management Plan in accordance with the provisions provided by the Province, including any resources (i.e. software) required and how their plan is desirable to the Township to utilize as a living/working document. This will include an example of your data collection (table etc.) for roads, building and equipment.

### **2.2.4 Project Time Frame**

Proponents are to provide estimated timeframes for completion of each deliverable of the Asset Management Plan as described in Section 1. At a minimum deliverables for items 1.2 and 1.3 must be completed prior to April 2019 to meet the terms of the FCM grant.

### **2.2.5 Cost Factor**

Proponents are to submit, in a separate envelope, Table A from Appendix 1. Costs submitted shall be exclusive of HST.

Financial Consideration is worth a total of 40 points calculated as follows:

Table A (lowest bid/submitted bid x 40)

### **2.2.6 HST**

Total costs submitted shall be exclusive of HST.

### **2.2.7 Stage 2 - Interviews and Presentations (Optional)**

At the conclusion of Stage 1 the total score for all proponents will be calculated. Up to the top three proponents with the highest total score after Stage 1 may be invited to an interview during the week of August 13<sup>th</sup> to August 16<sup>th</sup>, 2018. If the Review Committee does not feel an interview is necessary, the proponent with highest total score at the end of Stage 1 will deemed to be the successful proponent.

**Section 3: Proposal Process****3.1 RFP Schedule**

The following timeline has been established:

ITEM	DATE
Request for Proposal issued	July 16, 2018
Deadline for Questions	July 25, 2018
Proposal Submission Due Date	August 3, 2018 before 4:00 pm
Interviews and Presentations (If necessary)	August 13 – August 16 2018
RFP Award Date	Prior to September 11, 2018

**Note:** although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates at its sole discretion.

**3.2 Date & Place for Receiving Proposals**

- a) Proposals will be received by: Township of Lanark Highlands, 75 George Street, P.O. Box 340, Lanark, ON, K0G 1K0.
- b) Proposals must be addressed to:
 

Township of Lanark Highlands Reception  
75 George Street, P.O. Box 340  
Lanark, Ontario  
K0G 1K0  
Attention: Treasurer
- c) Proposals may be submitted by hand, and by mail. Proposals received after 4:00 p.m., local time, on August 3rd, 2018 will be returned unopened. Lowest bid or any proposal not necessarily accepted.

**3.3 Documentation – Two Envelope System**

- a) Four (4) copies of the proposal are required. Proposals shall be addressed and submitted to the address above in an envelope clearly marked as follows:

**Request for Proposal – ASSET MANAGEMENT PLAN – RFP-2018-01**

Submit the Proposal Content Requirements – items 1 to 4 – as listed in Section 2.2 above, in a separate envelope marked “Technical Proposal”.

- b) Submit the Proposal Content Requirements – item 5 – as listed in Appendix 1, in a separate envelope marked “Cost Factor”. Only one copy of the Cost Factor is required to be submitted.

### 3.4 Negotiations

The Township retains the right to negotiate the scope, work plan, payment schedule and fees of the preferred proponent prior to award and execution of the contract.

### 3.5 Communications & Addenda

All questions related to the Request for Proposal should be emailed to the Treasurer at [treasurer@lanarkhighlands.ca](mailto:treasurer@lanarkhighlands.ca)

Deadline for questions is Wednesday July 25th, 2018 at 3:00 pm.

No oral explanation or interpretation shall modify any of the documents or provisions of this Request for Proposal. If required by the Corporation, addenda will be posted on the Township's website ([www.lanarkhighlands.ca](http://www.lanarkhighlands.ca)) and MERX. It is the Proponent's ultimate responsibility to ensure all addenda have been received.

Proponents shall be required to acknowledge receipt of addenda on the Cost Factor Proposal Form (page 17 of this RFP).

### 3.6 Attachments

3.6.1 – Lanark Highlands 2018 TCA Excel spreadsheets

3.6.2 – Lanark Highlands Road Classification

3.6.3 – Ontario Regulation 588/17 – Asset Management Planning for Municipal Infrastructure

## Section 4: Proposal Evaluation

4.1 Proposal Evaluations will be carried out based on the following criteria:

BEST VALUE EVALUATION CRITERIA	WEIGHTED PERCENTAGE
Company Profile	5
Project Experience	20
Project Approach/Methodology (with data collection examples)	30
Project Timeframe	5
Cost Factor – Tender Form (Separate Envelope)	40
Stage 1 Total	100
Interviews – Stage 2 (if deemed necessary)	10
Total	110

**Written Proposal Submission Requirements Evaluation Criteria:**

Proponents will be scored on the basis of how well their response meets the criteria specified. The relative weight of each requirement to all other requirements is shown in the table above (Weighted Percentage).

**4.2 Acceptance of this Proposal and Contract**

It is expected that one proponent will be selected for this project. Upon selection, the successful proponent will be invited to enter into a contract with the Township.

The contract will be based on the specifications, terms and conditions expressed in this document, the successful proponent's proposal and documented negotiations.

All proposals are to be submitted with the understanding that evaluation by the Township does not result in the formation of a contract, nor does it create any obligation on the Township to enter into any further discussions.

Proposals will be evaluated under the Criteria provided in Section 4.1, based on the information and references provided by Proponents, which rates how strongly and the ease at which the characteristics of proposals meet the needs of the Township as stated in this RFP.

The Proposal that includes the lowest cost or any Proposal at all will not necessarily be accepted. The Township reserves the right to reject any or all Proposals. The Township also reserves the right to not proceed with the Project without stating reason thereof.

In the event a Proposal does receive a recommendation from the Review Committee, such proposal will be the Proposal which in the sole opinion of the Review Committee (as determined by the exercise of the Best Value Evaluation Criteria), provides the Township with the best overall value. The Township reserves the right to negotiate Terms of Reference including material used, with a Successful Proponent in discussions between Successful Proponent and Lanark Highlands's Clerk Administrator, which may affect the end price of a potential contract.

The Township reserves the right to accept or reject any and or all Proposals and/or to cancel this RFP in its entirety for final cancellation or potential reissue either in advance of or following the receipt of Proposals without providing reasons should such be determined by the Township in its sole and absolute discretion to be in its best interest. Should only one Proposal be received, the Township reserves the right to reject it.

The Township of Lanark Highlands will prepare the Contract document for execution by both parties.



## **Section 5: Contract**

### **5.1 Award and Potential Contractual Discussions**

The Township does not guarantee that any proposal will produce a recommendation by the Review Committee or that any contract will ultimately be approved and endorsed by Lanark Highland's Clerk Administrator.

In the event there is a Successful Proponent to this RFP but the end result of discussion/negotiations is not a contract approved by the Township's Clerk Administrator, the Township reserves the right and ability to either negotiate with the next highest scoring Proponent(s) in sequential order pursuant to the Best Value Evaluation Criteria or to cancel this RFP in its entirety for final cancellation or potential reissue.

Regardless of whether or not there is a Successful Proponent to this RFP and in the event that no contract is approved by the Township's Clerk Administrator for whatever reason, the Proponent in endorsing the RFP Cost Factor Proposal Form does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Township for any costs or damages incurred by the Proponent in preparing a Proposal or discussing/negotiating with the Township.

Failure to execute the Contract and to file all documentation, as required herein, within the specified time period shall be just cause for the cancellation of the Contract.

### **5.2 Indemnity and Insurance Requirements**

The Township expects the Proponent to be fully responsible for the Project Work. The Proponent in submitting a proposal hereby acknowledges that in any potential contract endorsed by the Township's Clerk Administrator, it would be required as a Proponent to:

- i) Be fully responsible for all Project Work;
- ii) Release, indemnify and hold completely harmless the Township of Lanark Highlands from any and all liability, including legal costs, which attributable to negligence associated with the Project Work except for any negligence of the Township of Lanark Highlands;
- iii) Carry a Commercial General Liability Insurance policy on an occurrence basis in an amount of \$2,000,000.
- iv) Carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its services in an amount of \$2,000,000, which is underwritten by an insurer licensed to conduct business in the Province of Ontario – such policy to be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract;

- v) Provide an original (not a copy) proof of the insurance identified in 5.2 iii) and iv) above; and
- vi) Provide a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the Proponent's and all proposed Sub-Contractors, Sub-consultants or agents of any kind are in good standing with the Board.

## **Section 6: Other**

### **6.1 Confidentiality and Freedom of Information**

All information relating to the business and affairs of the Township which is not a matter of public record is confidential. In the event of a potential contract being endorsed by the Township's Clerk Administrator, any such agreement will include a confidentiality clause requiring the strict protection of such confidentiality by any Proponent.

All documentation submitted to the Township by Proponents pursuant to this RFP is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended ("**MFIPPA**") which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner.

Prior to the consideration of any proposal(s) at a public municipal Council meeting, the Township will reasonably attempt to treat all proprietary and personal information contained in Proposals as confidential, in so far as such is reasonably allowable by the provisions of MFIPPA, as amended. The Township, however, is required upon receiving a Freedom of Information request to release information as is reasonably allowable pursuant to MFIPPA legislation or upon lawful order. Proponents in endorsing the Cost Factor Proposal Form (page 17 of this RFP) does hereby fully release and hold harmless the Township, including their respective Mayor, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of information authorized under the provisions of MFIPPA or lawful order.

When proposal(s) are considered before Council, the Proponent does hereby consent to its Proposal, including all proprietary and personal information contained therein, becoming a part of the public record and being released to the public as part of the public agenda. The Proponent does hereby fully release and hold harmless the Township, including its respective Mayor, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in its respective Proposal, including proprietary and personal information, in the event the Proposal is considered at a municipal Council meeting.

## 6.2 Errors and Omissions

The Township shall not be held liable for any errors or omissions in any part of this RFP. While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive.

## 6.3 Bid Cancellation

The Township reserves the right to cancel this bid request at any time up to the Award of a Contract.

## 6.4 Legislative and Licensing Requirements

All Proponents and Proposals must comply with any law, including all legislation and regulations, which may be applicable to the services provided subsequent to the RFP.

Please be advised that a condition of the agreement will be a requirement that the Successful Proponent comply with the applicable laws of Ontario and Canada, including the:

*The Occupational Health and Safety Act (Ontario)*  
*Ontario Human Rights Code*  
*Pay Equity Act (Ontario)*

Any agreement that results from this RFP will be subject to the laws of the Province of Ontario and Canada.

## 6.5 Incurred Costs

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent(s) prior or subsequent to or by reason of the acceptance or non-acceptance by the Township of any Proposal by reason of any delay in the acceptance of a Proposal.

## 6.6 Ability and Experience of Respondent

The Township will not award this contract to any Proponent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and equipment / manpower to ensure acceptable performance and completion of the Proposal. Any proposal / tender will be considered non-compliant if reference checks or past experience is deemed unsatisfactory, in the opinion of the Township.

## **6.7 Payment of Fees**

The Township will pay the Proponent its fees based on the completion of milestones as defined within the Proponent's proposal. The successful Proponent will provide the Township with a timeline of deliverables with their associated cost. The timeline will be mutually agreed upon and appended to the agreement.

Invoices shall be forwarded to the Township of Lanark Highlands – Finance Department, 75 George Street, P.O. Box 340, Lanark, Ontario K0G 1K0.

## **6.8 Performance**

Any undue delays in the execution of the work and/or costs incurred by the Township due to inefficiencies in performance on behalf of the successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the successful Proponent.

## **6.9 Assignment of Contract**

The successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

## **6.10 Extra Work**

No work shall be regarded as extra work, unless it is ordered in writing by the Township and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

## **6.11 Cancellation**

- a) The Township reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- b) If the successful Proponent should neglect to execute the work properly, or fail to perform any provision of this Award, the Township, after three (3) business days written notice to the successful Proponent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due

to the successful Proponent. Continued failure of the successful Proponent to execute the work properly shall result in a termination of Contract. The Township shall provide written notice of termination.

- c) The Township may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the successful Proponent.
- d) Either party may terminate the Contract by giving the other one thirty (30) calendar day's written notice, giving reasons acceptable to the other. A period of less than thirty (30) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.
- e) Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

### **6.12 Proponent Expenses**

Any expenses incurred by a Proponent in the preparation of the Proposal submission or incurred by a potential Successful Proponent in negotiating a potential contract with Council are entirely the responsibility of the Proponent or the Successful Proponent and will NOT be charged to the Township of Lanark Highlands.

### **6.13 Legal Claims**

No proposal will be accepted from any Proponent which has a claim or has instituted a legal proceeding against the Township, or against whom the Township has a claim or has instituted a legal proceeding against with respect to any previous contract without prior approval by Lanark Highland's Council.

### **6.14 Conflict of Interest**

The Proponent acknowledges that in making its Proposal, it does so without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work, and is in all respects fair and without collusion or fraud.

### **6.15 Reserved Rights**

a) The Proponent acknowledges that the Township shall have the right to reject any, or all, Proposals for any reason, or to accept any Proposals which the Township in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Proposals will not necessarily be accepted and the Township shall have the unfettered right to:

- i. Accept a non-compliant Tender/Request for Proposal;
- ii. Accept a Tender/Request for Proposal which is not the lowest Tender/Request for Proposal; and

iii. Reject a Tender/Request for Proposal that is the lowest bid even if it is the only Tender received.

b) The Township reserves the right to consider, during the evaluation of Proposals all or some of the following criteria in assessing a Proposal, none of which shall be binding on the Township;

- i. Information provided in the Tender/Request for Proposal document itself, including but not limited to information relating to: the proponent's understanding of the project, quality of submission, cost savings, process improvements for the Township, project schedule and cost;
- ii. Information provided in response to enquiries of credit and industry references set out in the Tender/Request for Proposal;
- iii. Past performance in the provision of services to the Township or local municipalities in the County of Lanark;
- iv. Information received in response to enquiries made by the Township of third parties apart from those disclosed in the Tender/Request for Proposal in relation to the reputation, reliability, experience and capabilities of the proponent;
- v. The manner in which the proponent provides services to others;
- vi. The experience and qualification of the Proponent's senior management, and project management;
- vii. The compliance of the proponent with the Township's requirements and specifications;
- viii. Innovative approaches proposed by the proponent in the Tender/Request for Proposal, and,
- ix. The Township's policies relating to tendering and issuing contracts to third parties.

c) The Proponent acknowledges that the Township may rely upon the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Proponent. By submitting a bid, the proponent acknowledges the Township's rights under this Section and absolutely waives any right, or cause of action against the Township and its consultants, by reason of the Township's failure to accept the bid submitted by the proponent, whether such right or cause of action arises in contract, negligence, or otherwise.

### **6.16 Lobbying Restrictions**

(a) Proponents, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Township's staff and members of Council.

(b) The Township may reject any Bid by a Proponent that engages in such lobbying, without further consideration, and may terminate that Proponent's right to continue in the purchasing process.

(c) During a Bid Solicitation process, all communications shall be made through the Finance Department. No Proponent or person acting on behalf of a Proponent or group of Proponents, shall contact any elected official, consultant or any employee of the Township to attempt to seek information or to influence the Award. Elected officials shall refer any inquiries about a Bid Solicitation process to the Clerk Administrator.

**APPENDIX 1: COST FACTOR PROPOSAL FORM**

<b>ITEM</b>	<b><u>ACTUAL COST</u></b>
Proposed Total Fee (inclusive of all costs except for HST) to complete the tasks noted in RFP-2018-01.	\$
13% H.S.T	\$
Total Upset Limit including HST (in Canadian Dollars)	\$

**TABLE A Notes**

1. Proposed Total Fee (inclusive of all costs except for HST) is worth a total of 40 points calculated as follows: (lowest bid/submitted bid x 40).



**APPENDIX 1 CONTINUED - COST FACTOR PROPOSAL FORM**

<b>FOR THE PROVISION OF:</b>	<b>ASSET MANAGEMENT PLAN</b>		
<b>AS SUPPLIED BY:</b>	_____		
	<b>FIRM NAME</b>		
	_____		_____
	<b>ADDRESS</b>		<b>POSTAL CODE</b>
	<b>(HEREINAFTER CALLED THE PROPONENT)</b>		

<b>TO:</b>	TOWNSHIP OF LANARK HIGHLANDS 75 GEORGE STREET, P.O. Box 340 LANARK, ON K0G 1K0 <b>(HEREINAFTER CALLED THE TOWNSHIP)</b>
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**THE RESPONDENT DECLARES**

1. No person(s), firm or corporation, other than the Proponent, has any personal interest in the Proposal or in the award for which this Proposal is made.
2. No member of any municipal Council and no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.
3. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same and is in all respects without collusion or fraud.
4. I understand that in submitting this Proposal, the lowest costed or any proposal at all will not necessarily be accepted and that an award under this RFP is required by Lanark Highland's Clerk Administrator.
5. I/We have read and understand the contents and requirements of this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto. By signing this responding submission, I confirm that the Township has the legal right and ability to enforce the said provisions of the Request for Proposal as against the Proponent to the extent of its obligations as established herein and that it is estopped from pleading or asserting otherwise in any action or proceeding.

Dated at \_\_\_\_\_, Ontario this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_ Name of Proponent (please print)

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_ Email

**APPENDIX 1 CONTINUED - COST FACTOR PROPOSAL FORM**

Per: \_\_\_\_\_ Signature of Proponent

\_\_\_\_\_ (Name), \_\_\_\_\_ (Position)

I have authority to bind the \_\_\_\_\_ (business type)