



MUNICIPALITY OF  
**South Bruce**

## 2024 Municipal By-Election – Question on the Ballot Internet and Telephone Voting Services

### **REQUEST FOR PROPOSALS**

Proposals clearly marked “2024 Municipal By-Election – Question on the Ballot Internet and Telephone Voting Services” will be received by Vivian Kennedy, Clerk, at 21 Gordon Street East, Box 429, Teeswater, Ontario N0G 2S0 or by email to [vkennedy@southbruce.ca](mailto:vkennedy@southbruce.ca) until 1:00 p.m., local time, on Monday, May 13, 2024.

Inquiries regarding this project should be directed to:

Vivian Kennedy, Clerk

Phone: 519-392-6623 ext. 229 or

Email: [vkennedy@southbruce.ca](mailto:vkennedy@southbruce.ca)

\*Lowest or any proposal not necessarily accepted.

Table of Contents

Table of Contents .....2

Section 1 General Provisions .....4

1.1 Submissions.....4

1.2 Right to Accept or Reject Proposals .....4

1.3 Clarification or Interpretation.....4

1.4 Proponents to Investigate .....4

Section 2 General Terms and Conditions .....5

2.1 Workplace Safety and Insurance Board (WSIB).....5

2.2 Insurance Requirements .....5

2.3 Change in Coverage.....5

2.4 Accessibility for Ontarians with Disabilities Act, 2005 (AODA).....5

2.5 Laws and Regulations.....6

2.6 Payments and Pricing .....6

2.7 Change Orders.....6

2.8 Assignment .....6

2.9 Subcontractors .....6

2.10 Termination .....6

2.11 Severability.....6

2.12 Counterparts.....7

2.13 Photographic, Facsimile and Electronic Signatures and Electronic Delivery .....7

Section 3 Terms of Reference.....7

3.1 Description of Work .....7

3.2 Withdrawal of Proposal.....7

3.3 Designated Official/Communication .....7

3.4 Completion Date/Project Schedule.....7

3.5 Questions/Clarifications .....8

3.6 Addendum/Addenda .....8

3.7 Proponents Obligation to Examine .....8

3.8 Proposal Acceptance Period.....9

3.9 Acceptance or Rejection of Proposals .....9

3.10 Submitted Proposal to be Considered an Offer.....9

3.11 Conflict of Interest.....10

3.12	Errors and Omissions .....	10
3.13	Municipal Freedom of Information and Protection of Privacy .....	10
Section 4	Requirements and Deliverables .....	10
4.1	Background Information .....	10
4.2	Eligibility Requirements .....	11
4.3	Project Requirements.....	11
4.4	Accessible Customer Service .....	12
4.5	Milestones .....	12
4.6	Municipality Responsibilities .....	12
Section 5	Technical Components of the Proposal .....	12
5.1	Submission Requirements .....	12
5.2	Interview Demo .....	13
Section 6	Financial Component of the Proposal .....	13
Section 7	Proponent Selection Procedure .....	14
7.1	Evaluation .....	14
7.2	Schedule .....	15
	PROPOSAL FORM .....	16
	PROPONENT INFORMATION FORM.....	17
	PROPONENTS ABILITY AND EXPERIENCE FORM.....	18

# Section 1 General Provisions

## 1.1 Submissions

Proposals clearly marked “2024 Municipal By-Election – Question on the Ballot Internet and Telephone Voting Services” will be received by:

Vivian Kennedy, Clerk  
Municipality of South Bruce  
21 Gordon Street East  
Teeswater, Ontario N0G 2S0

Or via email to  
vkennedy@southbruce.ca

Until **1:00 p.m.** local time on **Monday May 13, 2024**. Email submissions received must be time-stamped prior to 1:00 p.m.

## 1.2 Right to Accept or Reject Proposals

The Municipality of South Bruce (the Municipality), at its sole discretion, reserves the right to accept or reject any or all proposals. The Municipality reserves the right to waive any irregularities in any proposal, and to request clarification and additional information on any proposal. The lowest or any proposal will not necessarily be accepted. The RFP shall not be construed as an agreement to purchase goods or services.

## 1.3 Clarification or Interpretation

Proponents submitting a proposal shall satisfy themselves by personal examination and, by such means as they prefer, as to the actual conditions, requirements and extent of the work required to complete the assignment.

It is understood and acknowledged that while this RFP outlines a scope of work and includes specific requirements, Proponents shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Items not specified herein, but required to complete the project, shall be provided as if specified. Any misinterpretation of requirements within this RFP shall not relieve the Proponent of the responsibility of providing the services aforesaid.

## 1.4 Proponents to Investigate

Proponents submitting a proposal shall satisfy themselves by personal examination of the site and, by such means as they prefer, as to the actual conditions, requirements and extent of the work required to complete the assignment.

It is understood and acknowledged that while this RFP outlines a scope of work and includes specific requirements, Proponents shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Items not specified herein, but required to complete the project, shall be

provided as if specified. Any misinterpretation of requirements within this RFP shall not relieve the Proponent of the responsibility of providing the services aforesaid.

## Section 2 General Terms and Conditions

### 2.1 Workplace Safety and Insurance Board (WSIB)

The Service Provider certifies that it is in full compliance with the Workplace Safety and Insurance Act. A copy of the Clearance Certificate must be submitted by the successful Service Provider upon notification of the award and prior to commencing work. Updated Clearance Certificates should be provided during the contract.

### 2.2 Insurance Requirements

The selected Service Provider shall provide the Municipality with proof of insurance as follows: minimum of \$5,000,000 for general liability and minimum of \$5,000,000 for professional errors and omissions liability. The Service Provider agrees to indemnify and save harmless the Municipality from all suits and action for damages and costs to which they may be put by reason of injury to persons or property resulting from negligence, carelessness, or any other cause whatsoever in the performance of the work.

### 2.3 Change in Coverage

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, unless approved by the Municipality.

Prior to the commencement of work, the Service Provider shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Service Provider and that this coverage shall preclude subrogation claims against the Municipality and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Municipality and any other person insured under the policy shall be considered excess of the Service Provider's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Service Provider's obligation to fully indemnify the Municipality under this Agreement.

### 2.4 Accessibility for Ontarians with Disabilities Act, 2005 (AODA)

Under the *Accessibility for Ontarians with Disabilities Act, 2005*, as may be amended from time to time, the Service Provider providing the services contemplated herein shall ensure that every person in relation to this contract, who deals with members of the public or other third parties on behalf of the Municipality, or provides goods, services, or facilities on behalf of the Municipality, has received all training required by Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, and Section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards.

## 2.5 Laws and Regulations

The Service Provider is assumed to have made themselves familiar with and will abide by all Federal, Provincial, Municipal and Local laws, rules and regulations which in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Service Provider shall discover any provisions in the specifications or contract that are contrary to or inconsistent with any law, rule or regulation, it shall at once report it to the Municipality's Representative, in writing.

## 2.6 Payments and Pricing

All pricing shall be set out including any additional costs. All unit prices tendered for this requirement shall be in Canadian funds, H.S.T. extra where applicable.

## 2.7 Change Orders

Change Orders must be approved in advance, in writing, by the Clerk.

## 2.8 Assignment

Neither this Proposal nor the right to receive payment hereunder may be assigned or transferred without the prior express written consent of the Municipality and any attempted assignment shall be void and of no force or effect against the Municipality.

## 2.9 Subcontractors

The Service Provider shall not, without the written consent of the Municipality's Representative, make any assignment or sub-contract for the provision of any goods or services hereby proposed.

## 2.10 Termination

Subject to the provisions below, the Contract may be terminated by the Municipality upon thirty (30) days advance written notice to the Service Provider; 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 Municipality until said work or services are completed and accepted.

- a) **Termination for Convenience** – The Municipality 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 Service Provider shall not be entitled to termination costs.

## 2.11 Severability

If any provision shall be judged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

## 2.12 Counterparts

This Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

## 2.13 Photographic, Facsimile and Electronic Signatures and Electronic Delivery

Each party agrees that a photographic or facsimile copy of a signature evidencing a party's execution of this Agreement, or any amendment or other document related to the Agreement, will have the same force and effect as a manual signature. This Agreement and any amendment or other document related to the Agreement may be signed electronically. Each Party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record. Delivery of an executed copy of this Agreement or any amendment or other document related to the Agreement, by facsimile or electronic transmission constitutes valid and effective delivery.

## Section 3 Terms of Reference

### 3.1 Description of Work

The Municipality is seeking proposals from competent and qualified vendors to provide Internet and Telephone Voting services for the 2024 municipal by-election to submit a question on the ballot to the electors.

### 3.2 Withdrawal of Proposal

Proponents may edit or withdraw their proposal prior to the closing time and date. However, the Proponent is solely responsible to ensure the resubmitted proposal is received by the Clerk no later than the stated closing time and date.

The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal prior to the closing time.

### 3.3 Designated Official/Communication

The designated official for the RFP is Vivian Kennedy, Clerk. All inquiries regarding this RFP should be submitted through the Clerk.

### 3.4 Completion Date/Project Schedule

The Proponent will not be permitted to start work on this project until after all required documentation has been received and an Executed Agreement has been issued.

### 3.5 Questions/Clarifications

To help ensure uniformity, questions / clarifications, discrepancies, omissions and/or interpretations which may arise during the proposal period are to be submitted through the Clerk no later than **2:00 p.m. May 7, 2024**. Answers to these questions / clarifications will be forwarded to all registered Proponents in the form of an addendum.

The Municipality reserves the right to not address questions received after the specified deadline has passed. Should any discrepancy or omission go unreported to the designated official during the proposal period, the proper interpretation shall be at the discretion of the Municipality.

The Municipality will not be responsible for any oral interpretations or verbal instructions, as to the meaning of any part of the document and any such interpretations or verbal instructions shall not be effective to modify any of the provisions of this document.

### 3.6 Addendum/Addenda

Any amendments, new information, or clarifications to this RFP will be posted prior to the closing date and shall be considered part of the RFP documents. The Municipality makes no promise or guarantees that addenda's will be delivered by any means to any Proponent nor is the Municipality responsible for computer malfunctions or delays; therefore, it is the Proponent's sole responsibility to check with the Municipality's Clerk for any addenda prior to the proposal closing date and time.

**No addenda will be issued after 4:30 p.m. May 8, 2024, except to extend or cancel the RFP.**

The Municipality encourages Proponents not to submit their proposal until the question period is over in case an addendum is issued. If a Proponent submits their proposal prior to this, or at any time prior to the proposal closing, and an addendum is issued by the Municipality, the Proponent may withdraw their proposal submission. The Proponent is solely responsible to:

- make any required adjustments to their proposal; and
- acknowledge all addendum/addenda; and
- ensure the resubmitted proposal is received by the Municipality Clerk no later than the proposal closing date and time.

### 3.7 Proponents Obligation to Examine

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



### 3.8 Proposal Acceptance Period

It is understood that in submitting a proposal, each Proponent agrees that its proposal may be subject to acceptance up to sixty (60) working days after closing date for the proposal.

### 3.9 Acceptance or Rejection of Proposals

The Municipality reserves the right to reject any or all proposals and the highest scoring or any proposal will not necessarily be accepted.

The Municipality reserves the right to accept any proposal that is considered best for the interests of the Municipality.

The Municipality shall not be responsible for any liabilities, cost, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or non-acceptance, by the Municipality, of any proposal or by reason of any delay in the acceptance of a proposal save as provided in the contract.

No proposal shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or has instituted a legal proceeding with respect to any previous contract, without the prior approval of council.

The Proponent acknowledges and agrees that nothing contained herein, in the proposal documents or elsewhere, no act done or expense incurred by it in the preparation and submission of this proposal, no trade or industry custom or practice, and no representation or assurance that may have been made or given to it by or on behalf of the Municipality, shall in any manner legally bind the Municipality, in any circumstances, to accept this proposal, the lowest proposal, only a proposal submitted in compliance with the requirements of the RFP documents, or any proposal at all. The Proponent further acknowledges and agrees that the Municipality shall have complete and unrestricted liberty in this regard and may reject any or all proposals or may accept any proposal in whatever manner, at whatever proposal price, on whatever terms and for whatever reasons as the Municipality, in its absolute discretion, considers to be in its own best interests, all without liability or obligation of any kind to the Proponent. Without limiting the generality of the foregoing, the Municipality reserves the right to accept a proposal from a Proponent that has submitted a proposal that does not comply with all the requirements of this RFP and to negotiate changes to the final agreement, even when such changes do not comply with the requirements of the RFP.

### 3.10 Submitted Proposal to be Considered an Offer

The submission of a proposal to the Municipality shall be deemed to constitute an "Offer" which may be accepted, at the option of the Municipality. Upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the Municipality and the Proponent. Upon acceptance of the proposal, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

### 3.11 Conflict of Interest

The Proponent is required to submit a conflict-of-interest declaration of any potential conflict of interest or perceived conflict of interest with their proposal. This may be submitted in the form of a letter.

Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict shall be grounds for the Municipality to disqualify a proposal or terminate any Contract formed without liability and for cause.

### 3.12 Errors and Omissions

The Municipality shall not be held liable for any errors or omissions in any part of this RFP. The information contained in this RFP is supplied as a guideline for Proponents and is not necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions.

### 3.13 Municipal Freedom of Information and Protection of Privacy

All correspondence, documentation and information provided to the Municipality, including the submissions of proposals, shall become the property of the Municipality. As such, these items are subject to the *Municipal Freedom of Information and Protection of Privacy Act* and may be subject to release pursuant to the Act.

**Proponents are reminded to identify in their proposal any specific, scientific, technical, commercial, proprietary, or similar confidential information, for which disclosure could cause them injury.** Complete proposals are not to be identified as confidential.

## Section 4 Requirements and Deliverables

### 4.1 Background Information

The Municipality of South Bruce, with a population of approximately 6,500, is located on the southern boarder of Bruce County.

There were 4,893 eligible electors in the Municipality for the 2022 Municipal and School Board elections with a 59.3% voter turnout. The Municipality utilized internet and telephone voting in the 2022 municipal and school board elections. Voters were given the option of casting their ballot from their own telephone or electronic device or casting their ballot at a Voter Assistance Centre using an electronic device provided by the Municipality. Voter Assistance Centres were located at the South Bruce Municipal Office and Mildmay Fire Station during the 7-day voting period on various days, some overlapping.

#### **By-Election:**

In 2007, the Government of Canada selected Adaptive Phased Management (APM) as Canada's plan for the long-term management of used nuclear fuel. APM calls for the centralized containment and isolation of Canada's used nuclear fuel in a deep geological repository (DGR) with an informed and willing host.

In 2010, Nuclear Waste Management Organization (NWMO) initiated a process to select a site for the repository, and 22 communities, including the Corporation of the Municipality of South Bruce (“South Bruce”), proactively expressed an interest by the end of 2012. Since then, NWMO has been engaged in a multi-year, community-driven process to identify a site where Canada’s used nuclear fuel can be safely contained.

The Municipality of South Bruce has been participating in the NWMO's Site Selection process since 2012. South Bruce is one (1) of two (2) remaining sites being considered for the site of a deep geological repository for Canada’s used nuclear fuel.

To determine if the Municipality is an informed and willing host, the Council of the Municipality authorized, by By-law, a by-election to submit a question to their electors. At the by-election, eligible electors will be asked to answer yes or no to the question: **“Are you in favour of the Municipality of South Bruce declaring South Bruce to be a willing host for the Nuclear Waste Management Organization’s proposed Deep Geological Repository (DGR)?”**

This by-law was passed on April 23, 2024, and also set the Voting Day for October 28, 2024. Council further passed a by-law ratifying their resolution authorizing internet and telephone voting and authorized advance voting, with the same method, starting on October 21, 2024, until Voting Day.

## 4.2 Eligibility Requirements

To be successful, the Service Provider must demonstrate expertise in the following areas, at a minimum:

- a) Ontario municipal experience delivering successful internet and telephone voting elections, including by the Project Manager assigned to the Municipality; and
- b) System must integrate with DataFix Voter View including the Voter’s List provided by DataFix, which is based on Elections Ontario data. The integration must also allow for changes to the Voters’ List following the election back to DataFix through Voter View.

## 4.3 Project Requirements

In delivering the 2024 Municipal By-election, all decisions and action of the service provider will be based on the requirements of the *Municipal Elections Act* and the following principles:

- The secrecy and confidentiality of individual votes are paramount.
- The by-election should be fair and non-biased.
- The by-election should be accessible to the voters.
- The integrity of the process should be maintained throughout the by-election.
- The results of the by-election reflect the votes cast; and
- Voters and candidates should be treated fairly and consistently.

Voting will begin 7 days in advance of Voting Day at 10:00 a.m. on Monday, October 21, 2024, and will end at the closing of the polls at 8:00 p.m. on Voting Day, Monday, October 28, 2024. Both internet and telephone voting will be conducted throughout the entire voting period.

During the voting period, a Voter Assistance Centre(s) will be available daily. A summary of the Municipality's requirements for an integrated internet and telephone voting solution are as follows:

- a) Provide internet and telephone voting during the entire voting period, which can be conducted on a computer, tablet or other mobile device or by telephone.
- b) Provide a solution that demonstrates full integration with the Municipality's voters' list management system, VoterView by DataFix.
- c) Detailed vendor support provided to the project, including but not limited to, appropriate training and technical support to the Clerks Department staff / Election staff; and
- d) Detailed plans for redundancies used to protect voter information and vote data from data loss in the event of hardware/software, power failure.

**Costs for the above listed tasks are to be included with the proposal.**

#### 4.4 Accessible Customer Service

All services provided for the delivery of internet and telephone voting must comply with the *Municipal Elections Act* provisions regarding accessible elections, *Accessibility for Ontarians with Disabilities Act, 2005* and its associated regulations.

#### 4.5 Milestones

The successful Proponent shall be required to submit a detailed work plan and schedule reflecting project commencement to completion and utilizing their professional judgement on the staggering of tasks.

#### 4.6 Municipality Responsibilities

The Municipality will provide the following to the successful Proponent:

- Municipal and election logos and artwork.
- Municipal address and election contact information.
- The Question on the Ballot to be submitted to the Electors; and
- Voting period information (dates and times, Voter Assistance Centre locations).

## Section 5 Technical Components of the Proposal

### 5.1 Submission Requirements

The proposal shall include the following:

## Part A – Fee Proposal

- The total fee will be considered the Upset Limit for the assignment. Upset Limit means the maximum amount that will be paid by the Municipality to the Proponent to complete the assignment irrespective of the time required to complete the assignment.
- The Fee Proposal shall include a breakdown of all fees and disbursements necessary for the proponent to complete the assignment.
- Disbursements, such as telephone, facsimile, printing, courier, travel, meals and environmental engineering, are to be included in the upset limits.
- The Municipality will pay for advertisements, any rental of rooms for public information meetings.
- If HST is included, it should be clearly outlined in the proposal.
- Proponents shall clearly identify and include any costs believed not to be covered in this RFP, but considered necessary for completion of the assignment, and shall specifically identify them in the proposal.
- Payments to the Proponent will be upon submission of invoices by the Proponent to the Municipality in respect of completed project deliverables for the identified tasks.

## Part B – Technical Proposal

- Completed **proponent's ability and experience form** outlining three (3) relevant and similar projects undertaken and successfully completed,
- The body of technical proposals should be limited to 5 pages including resumes and additional details on relevant company experience resources that may be attached.
- Proponent's Staff Assigned to Project
- Proponent Overview, Qualifications and Project Team
- Project Approach, Implementation Plan and Support
- Integration with Data Fix/Voter View
- Technology, Functionality and Security

## 5.2 Interview Demo

Each qualified proposal submitter will be interviewed and expected to provide a Demo of their product.

## Section 6 Financial Component of the Proposal

The proposal shall include a breakdown of all costs including all fees, sub-consultant fees and disbursements (total cost to be provided by Proponent) and include an upset cost estimate, which will not be exceeded without prior written approval by the Municipality. The Proponent shall be responsible for all project costs, unless otherwise specified. Total price for services also shown as a cost per elector (and point/method at which elector count is set).

This price is for the 2024 By-election. Price quoted in Canadian dollars, inclusive of duty where applicable, exclusive of HST.

## Section 7 Proponent Selection Procedure

### 7.1 Evaluation

The Municipality will evaluate each proposal and interview/demo based on the following:

<b>Criteria Description</b>	<b>Weight Factor</b>
Proponent Overview, Qualifications & Project Team	20
Project Approach, Implementation Plan and Support	20
Technology, Functionality and Security	25
Presentation <ul style="list-style-type: none"><li>• Articulating project approach and methodology</li><li>• Ability to articulate all facets of project</li></ul>	15
Interview <ul style="list-style-type: none"><li>• Team interaction and knowledge of roles / responsibilities</li><li>• Ability to address project specific questions</li><li>• Demonstrated project comprehension to accomplish objectives</li></ul>	15
Cost	5

## 7.2 Schedule

The following is the proposed schedule for the selection of the successful Proponent for this project:

<b>Activity</b>	<b>Date</b>
Request for Proposal Issued	April 26, 2024
Deadline for Questions	May 7, 2024 – 4:30 p.m.
Request for Proposal Closed	May 13 – 1:00 p.m. Local Time
Demo/Interviews	May 15, 2024, and May 16, 2024 (if needed)
Selection of Successful Proponent (Approval by Council)	May 28, 2024
Notification to Successful Proponent	May 30, 2024

\*Although every attempt will be made to meet all dates, the Municipality reserves the right to modify any or all dates at its sole discretion.

# PROPOSAL FORM

For the Provision of 2024 Municipal Elections Internet and Telephone Voting Services

As Supplied by: \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province and Postal Code

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### Hereinafter Called the Proponent

To: The Municipality of South Bruce  
21 Gordon Street East, Box 540  
Teeswater, ON N0G 2S0

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### Hereinafter Called the Municipality

#### The Proponent Declares

1. No person(s), firm or corporation, other than the Proponent, has any personal interest in this RFP or in the award for which this RFP is made.
2. No member of council, no officer or employee of the Municipality is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom.
3. This RFP 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. By signing this submission, I confirm I have read and understood the content and requirements of this RFP document.

#### **Acknowledgement to receipt of Addenda**

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in such addenda.

**Addendum #**                      **Date Received**                      **NO addenda received.**  
# \_\_\_\_\_                      # \_\_\_\_\_

Date \_\_\_\_\_, 2024

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#### **Signature of Proponent**

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above name.



# PROPOSER INFORMATION FORM

Proposers must complete this form to register for this RFP. Please ensure all information is legible.

1.	Name of the Proposer	
2.	Proposer's Contact Individual	
3.	Office Phone #	
4.	Mobile #	
5.	Email Address	
6.	WSIB Account # (if applicable)	
7.	HST Account #	

**Print Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# PROPOSERS ABILITY AND EXPERIENCE FORM

Proposers shall provide information below on contracts in this class of work that have been successfully undertaken by the Proposer's Firm in the past five years.

<b>Contract #1</b>	<b>Insert Information</b>
Reference Name	
Contact & telephone #	
Contract Type/Name &Term	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	
<hr/>	
<b>Contract #2</b>	
Reference Name	
Contact & telephone #	
Contract Type/Name &Term	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	
<hr/>	
<b>Contract #3</b>	
Reference Name	
Contact & telephone #	
Contract Type/Name &Term	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

**Print Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature:** \_\_\_\_\_