

REQUEST FOR PROPOSALS (“RFP”)	
Requirement	Grand Valley Municipal Office and Grand Valley Public Library Facility Cleaning
RFP#	RFP2025-02
Issued By	The Corporation of the Town of Grand Valley (the “Town”) 5 Main St. N., Grand Valley, Ontario L9W 5S6 Grand Valley Public Library, having offices at 4 Amaranth Street East, Grand Valley, Ontario L9W 5L2
Issue Date	July 18, 2025
Bidding System	Posted on the Town of Grand Valley website at <a href="https://www.townofgrandvalley.ca/business-development/bids-tenders-and-rfps/">https://www.townofgrandvalley.ca/business-development/bids-tenders-and-rfps/</a>
RFP Documents	RFP documents are accessible via the Bidding System. Potential bidders need to create an account on the Bidding System and register for this RFP.
Pre-Bid Meeting	No pre-bid meeting has been scheduled. Bidders are strongly encouraged to visit the Office and Library during business hours to view the property. Appointments can be arranged through the Town Contact.
Bidder Questions	Questions related to this RFP must be submitted through the Bidding System.
Deadline for Questions	The Town will respond to questions received by <b>5:00:00 PM ET</b> on <b>Tuesday, August 5, 2025.</b>
Bid Submission	Bids must be submitted in two sealed envelopes at the Municipal Office, in accordance with stated requirements.
Submission Deadline	Bids must be received by <b>2:00:00 PM ET</b> on <b>Friday, August 8, 2025.</b>
Town Contact	Meghan Townsend, mtownsend@townofgrandvalley.ca
Contract Award Date	The Town anticipates that the contract will be awarded in <b>August 2025.</b>
Contract Term	The Contract Term is specified in the Scope of Work in Part 2 of this RFP.

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SCHEDULE 1 – BIDDER’S WORKBOOK

## **PART 1: RFP PROCESS**

### **1. Introduction**

The Town is seeking Bids from suppliers of the goods and/or services detailed in the Scope of Work in Part 2 of this RFP.

### **2. Definitions**

In this RFP document:

“Bid” or “proposal” means a submission by a potential Contractor in response to this RFP.

“Bidder” or “proponent” means a potential Contractor that submits a Bid.

“Contractor” means a selected Bidder that enters into a contract with the Town to provide the Work.

“Work” means all the goods and services to be provided by the Contractor, as specified in the Scope of Work.

Other capitalized terms have the meanings assigned on the cover page of this RFP document.

### **3. RFP Overview**

This RFP is comprised of the following parts:

Part 1: RFP Process	This part describes the competitive process and provides instructions for submitting a bid.
Part 2: Scope of Work	This part sets out the Scope of Work that form part of the contract. It describes the Work that the Contractor will be expected to provide or perform and includes insurance and contract security requirements.
Part 3: Contract	This part includes the form of contract that will be used to finalize the contract for the Work with the selected Bidder.
Schedule 1: Bidder’s Workbook	This Schedule summarizes the bid evaluation and ranking method and consolidates all the requested information to be submitted by the Bidders in response to the RFP. It includes any forms that the Bidders must submit with their Bids and/or copies of any forms that are to be completed by the Bidders online in the Bidding System.

#### **4. Non-Binding RFP Process**

This RFP process is non-binding. This means it does not create contractual obligations between the Town and the Bidders. In other words, the Town does not intend to enter into what is commonly referred to as “Contract A”. No contractual relationship will be formed until the Town enters into a contract with a Contractor for performance of the Work.

The Town is not legally obligated to award a contract to any Bidder and Bidders are not legally obligated to enter into a contract with the Town. If a Bidder submits a Bid and then decides for any reason that they no longer want to participate in the RFP process, the Bidder may choose to withdraw their Bid at any time before entering into the contract.

#### **5. Pre-Bid Communications and Addenda**

##### **5.1 Questions**

Potential Bidders should submit any questions prior to the Deadline for Questions. Questions related to this RFP must be submitted through the Bidding System.

If there is anything in this RFP that is unclear or raises any concerns, potential Bidders should ask for clarification or explanation. Questions must be submitted before the Deadline for Questions, to allow time for responses to be posted before the Submission Deadline.

##### **5.2 Response to Bidder’s Questions**

Responses to questions received by the Deadline for Questions will be provided through an addendum posted on the Bidding System. Addenda that are posted will include questions and answers, but will not identify the Bidders that submitted the questions.

The Town will make reasonable efforts to provide Bidders with written responses to all questions; however, the Town may edit questions for clarity, exclude questions that are either unclear or inappropriate, and provide a single answer to similar questions posed by multiple Bidders.

##### **5.3 Additions or Changes to RFP**

If the Town needs to make any additions or changes to the RFP, they will be made through an addendum posted on the Bidding System. Each addendum forms an integral part of this RFP and may contain important information and significant changes to this RFP. Bidders are solely responsible for obtaining all addenda and it is important that potential Bidders check the Bidding System for addenda right up until the Submission Deadline.

## **6. Bid Preparation**

### **6.1 General Requirements**

Bidders should use the Bidder's Workbook in Schedule 1 to organize and submit the requested information. To be considered, Bids must:

- (a) be written in English;
- (b) respond to the Town's requirements; and
- (c) include all requested pricing information in Canadian dollars.

### **6.2 No Assumptions**

Bidders should not make assumptions about the Town's requirements when preparing their Bid. If more information is needed Bidders should submit their questions prior to the Deadline for Questions. Bidders should not include statements in their Bid that conflict with what is asked for in this RFP. Bids that are based on assumptions, conditions, restrictions or qualifications that don't align with the Scope of Work or Contract may be rejected or the Town may require that such assumptions, conditions, restrictions and qualifications be removed from the Bid before it can be considered further.

### **6.3 Equivalentents (if applicable)**

When a component of the Work is specified by its trade or other name (whether such name is followed by the phrase 'or approved equivalent' or not), the Town will consider Bids proposing equivalent goods or services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the Town's sole and absolute discretion. Bidders should request the Town's opinion on the acceptability of an equivalent good or service prior to the Deadline for Questions to receive a determination in advance of the Submission Deadline and avoid unnecessary investment in Bid preparation effort.

### **6.4 Multi-Party Bids**

Bids may contemplate performance of the Work by a multi-party team, meaning two or more separate companies or businesses working together to perform the Work. In such cases, the Bid should clearly describe the proposed roles and responsibilities of each team member and must clearly identify one member of the multi-party team as the "Bidder".

The Bidder will be the primary contact for all communications with the Town during the Bid submission and evaluation process and, if selected, the contract finalization process. If successful, the Bidder will be the legal entity that will contract with the Town and will assume the full responsibility under the contract for the performance of all team members' obligations in providing the Work.

## **7. Bid Submission**

Bidders must submit their Bids through the Bidding System. Bidders may edit and resubmit their Bid Submission prior to the Submission Deadline and may withdraw their Bid at any time. Bidders are responsible for making sure their Bid is fully received by the Bidding System prior to the Submission Deadline and are advised to allow sufficient time to resolve any technological issues that may arise. If any technical questions or issues arise, the Bidder should contact the Bidding System's contact for assistance.

When submitting a Bid, the Bidder must acknowledge receipt of all addenda that have been posted. If an addendum is posted after a Bidder has already submitted their Bid, the Bidding System will automatically withdraw the Bid and change the status of the Bid to "incomplete". In such cases, the Bidder is required to review the addendum, make any necessary changes to their Bid, acknowledge the addendum in the Bid Submission Form and resubmit the Bid before the Submission Deadline.

## **8. Bid Review and Rectification**

After the Submission Deadline has passed, all Bids that are received on time will be checked for completeness and compliance with the submission requirements. If there are errors or deficiencies, the Bidder will be sent a notice asking them to rectify the deficiency within a specified period of time. If the deficiencies aren't rectified within the specified time period, the Bid may be disqualified.

## **9. Bid Evaluation and Ranking**

All compliant Bids will be evaluated and ranked using the evaluation and ranking method described in the Bidder's Workbook in Schedule 1.

During the evaluation process, the Town may ask a Bidder for clarification if their Bid includes information that is unclear or inconsistent. The Town will take the Bidder's response to the request for clarification into account, provided it responds directly to the question in a clear and concise manner.

Once the Bids have been evaluated and ranked, the top-ranked Bidder will be selected and the Town will proceed to the pre-contract verification stage described below.

## **10. Pre-Contract Verification**

Prior to finalizing the contract with the selected Bidder, the Town may verify the information provided in the selected Bidder's Bid and confirm the selected Bidder's willingness and ability to perform the contract.

The Town may choose not to contract with the selected Bidder if the Town becomes aware of information that indicates it would not be in the public interest, such as evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance.

### **10.1 Verification of Experience and Qualifications**

The Town will check the selected Bidder's references using the process described in the References Form in the Bidder's Workbook.

The Town may also consider the selected Bidder's past performance or conduct on previous contracts with the Town and may contact third parties in addition to references provided by the Bidder to verify the experience and qualifications described in the Bidder's Bid.

The Town may choose not to contract with any Bidder that fails the reference check, has a history of poor past performance or has misrepresented its experience or qualifications.

### **10.2 Verification of Pricing**

The selected Bidder may be asked to provide additional breakdown of its pricing.

If the selected Bidder's pricing appears to be abnormally low, the Bidder may be required to provide a detailed explanation of the pricing information and confirm that all requirements have been taken into account. This may require the Bidder to provide invoices from other projects where the prices were applied, or to otherwise justify and explain its cost structure, including Bidder's actual costs, assumed profit and overhead. The Town may choose not to contract with any Bidder that is unable to account for the abnormally low pricing to the satisfaction of the Town.

If the selected Bidder's pricing appears to be unbalanced (i.e. pricing is abnormally low for some elements or phases of the Work and abnormally high for other elements or phases of the Work), the Bidder may be asked to adjust the allocation of costs to ensure pricing is balanced across different elements and phases of Work. The Town may choose not to contract with any Bidder that is unable to correct unbalanced pricing to the satisfaction of the Town.

### **10.3 Verification of Workplan and Schedule**

The selected Bidder may be asked to confirm its workplan and schedule for completion of the Work. If the Scope of Work includes specific delivery or completion deadlines, the Town may choose not to contract with any Bidder that is unable to confirm its ability to meet those deadlines.

#### **10.4 Verification of Assigned Personnel**

If the evaluation criteria included an evaluation of specified personnel, the Bidder will be asked to confirm the availability of such personnel to play the role described in the Bid. If the Bidder is unable to confirm the availability of such personnel for the applicable roles, and an equivalent substitute acceptable to the Town is not available, the Town may choose not to contract with the Bidder.

#### **10.5 Verification of Required Insurance and Contract Security**

In order to proceed with finalization of the contract, the selected Bidder will be required to provide proof of insurance and any contract performance security that is required under the Insurance and Contract Security Requirements in Part 2 – Scope of Work.

### **11. Contract Finalization**

Following successful completion of the pre-contract verification process, the selected Bidder will be invited to negotiate and finalize the contract based on the Contract in Part 3.

The Town acknowledges that the final contract to be negotiated with the selected Bidder may need to incorporate additional and/or alternate terms and conditions specific to the Work and the Town may agree to negotiated changes to the Contract, if considered appropriate and acceptable by the Town.

The selected Bidder may choose to terminate negotiations at any time and withdraw from the RFP process. If the Town and the selected Bidder have not been able to successfully negotiate a mutually acceptable contract for the Work within 30 days from the invitation to negotiate, the Town may terminate negotiations. If negotiations between the Town and a selected Bidder are terminated, the Town may select the next ranked Bidder or cancel the RFP process.

### **12. Next-Ranked Bidder Prequalification**

The Bidder ranked behind the successful Bidder will be prequalified to supply the Work for a period of six (6) months following contract finalization with the successful Bidder. Should the contract be terminated within six (6) months of the effective date, the next-ranked Bidder may be invited, but is under no obligation, to enter into a contract based on the prices and other information set out in their Bid.

### **13. Notification and Debriefs**

After the Town has entered into a contract for the Work, a notice of award will be posted to notify unsuccessful Bidders. Upon request, the Town will provide unsuccessful Bidders with a debrief to discuss strengths and weakness of the Bid and explain why the Bid was not successful.



Information about the other Bidders or their Bids will not be discussed. Bidders should submit a request a debrief to the Town Contact within 30 calendar days of the award notice.

#### **14. Complaint Resolution**

Any Bidder that has questions or concerns about the outcome of the RFP process should request and attend a debrief. If, following the debrief, the Bidder wishes to challenge the Town's decision in respect of any material aspect of the RFP process, the Bidder should submit a written complaint to the Town Contact identified on the cover page of this RFP within five (5) business days of attending the debrief.

Any complaint must be in writing and shall include the following details:

- (a) A precise statement of the relevant facts;
- (b) An identification of the decision being challenge and the issues to be resolved;
- (c) A clear summary of the Bidder's position and supporting documentation; and
- (d) The Bidder's requested remedy.

The Town will review and respond to the Bidder's complaint within twenty (20) business days.

## **PART 2: SCOPE OF WORK**

The Town of Grand Valley Municipal Office and the Grand Valley Public Library operate out of the building on the north-east corner of the Amaranth Street and Main Street Intersection in Grand Valley, Ontario. We are seeking the assistance of a qualified contractor to provide janitorial services for the Town's municipal office and the Grand Valley Public Library for an initial two-year term.

### **Services Required:**

Below, please find the list of services required for the two locations, which differ slightly from each other in terms of timing and types of services requested. Additional work can be billed separately at an hourly rate, unless negotiated and agreed to be included in an increase to the set price.

#### **Grand Valley Municipal Office – 5 Main Street North**

Frequency: Weekly April-October; Twice Weekly November-March (once a week in overlapping weeks, wherein April/October starts and March/November ends in same week)

Hours When Not Available for Cleaning: Monday through Friday 8:00a.m. to 5:00p.m.; occasional Monday-Thursday evenings.

- Schedule is flexible, but prefer early mornings or weekend cleaning due to evening meetings.

Routine Tasks for each cleaning session:

- Full washroom cleaning x2
  - Toilets, sinks, mirrors, floors, wall spot cleaning, cleaning high contact areas
- Vacuum all carpets and mats
  - Central Vacuum reaches all parts of the building
- Wash tile floors in vestibule/entry
- Clean staff kitchen
  - Sink, counter, spot clean fridge exterior, table
  - Refill toilet paper and paper towel
- Clean all entry way glass and doors
- Dust tops of desk cupboards and black filing cabinets
- Dust phones and computer monitors
- Dust other staff desks when no paper present
- Dust council chamber cabinetry

## Other Cleaning Tasks

- Dust tops of desk cupboards and black filing cabinets monthly
- Dust council chamber cabinetry monthly
- Clean front reception desk plexiglass divider monthly, using water and soft cloth only
- Keep mechanical room and storage areas neat and tidy
- Empty central vacuum canister
- Clean interior accessible windows 2x per year
- Cobweb removal as required

## Materials/Supplies

- Supply all toilet paper, paper towels, soap and cleaning materials. – at cost with provision of proof of purchase
- Town supplies vacuum (central vac), brooms, mops and bucket

Grand Valley Public Library – 4 Amaranth Street East

Frequency: 2 Time per week, Monday & Thursday morning before 9 a.m.

- Cleaning Bathrooms (sink, toilets, floors), Walls (as needed)
- Clean Kitchen
  - Floor, counter, table, microwave
- Vacuuming Library (empty canister, report problems/issues to the CEO)
- Spot clean carpet
- Mopping all floors (bathrooms, kitchen, entrance and exit)
- Clean “walk in grids” weekly
- Dusting
- Clean glass doors
- Clean front desk barriers (water and soft cloth only)
- Cleaning all desk surfaces (wash or dust), wipe monitors
- Clean high contact areas, door push bars, handles and light switches
- Empty garbages into one large bag and place in storage (staff put out for pick up)
- Dust tops of bookshelves in the library
- Sweep outside entrances (weather permitting)

## Other Cleaning Tasks

- Interior glass (monthly or as needed (spot clean))
- Solarium glass (monthly or as needed)
- Windows (2x per year)
- Clean bookshelves in the library behind books 2x per year
- Main Library plastic chairs and stools (monthly)-- stools: winter – weekly)
- Walls (as needed)
- Keep mechanical, electrical and janitor’s room clean and tidy
- Storage Room (2x per year)
  - Sweep, mop and dust cobwebs

#### Materials/Supplies

- Supply all toilet paper, paper towels, soap and cleaning materials – at cost with provision of proof of purchase

#### **Contract Term:**

The contract is expected to be established on or around August 25, 2025 and will have an initial term of two (2) years, with two (2) optional renewal years at the Town's sole discretion, for a total contract length not to exceed four (4) years. The start date of the contract shall be the date that the contract is signed between the parties. The first service date will be the first date agreed to by the parties upon signing the contract.

#### **INSURANCE AND CONTRACT SECURITY REQUIREMENTS**

The following insurance and contract security requirements apply to and form part of the contract:

##### **Insurance Requirements**

The Contractor shall have and maintain applicable WSIB coverage, and provide proof of coverage or statement from WSIB that coverage is not required.

The Contractor shall maintain the following insurance coverage in accordance with section 15 of the Contract Terms:

**Commercial General Liability insurance**, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than **\$2,000,000** per occurrence, an aggregate limit of not less than **\$2,000,000**, within any policy year with respect to completed operations, and a deductible of not more than **\$100,000**. This policy shall include but not be limited to:

- (a) Name the Town as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Owners and Contractors Protective
- (i) Broad Form Property Damage
- (j) Non-owned automobile liability
- (k) The policy shall include 30 calendar days' notice of cancellation.

##### **Contract Security Requirements - N/A**

**PART 3: CONTRACT****CONTRACT FOR GOODS AND/OR SERVICES**

<b>Effective Date</b>	
<b>Town</b>	The Corporation of the Town of Grand Valley, an Ontario municipality having offices at 5 Main St. N., Grand Valley, Ontario L9W 5S6
<b>Library</b>	Grand Valley Public Library, having offices at 4 Amaranth Street East, Grand Valley, Ontario L9W 5L2
<b>Contractor</b>	
<b>RFx Title/Number</b>	RFP2025-02 Grand Valley Facility Cleaning
<b>Contract Term</b>	Refer to Schedule A - Scope of Work

**CONTRACT REPRESENTATIVES**

<b>For Town:</b>		<b>For Contractor:</b>	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Address for Notices		Address for Notices	

1. **Contract Documents.** The contract between the Town and the Contractor is comprised of the following documents (collectively, the “**Contract**”):
  - a) this document;
  - b) Schedule A - Scope of Work (the “**Scope of Work**”);
  - c) Schedule B – Fee Schedule (the “**Fee Schedule**”);
  - d) any other Schedule attached to this document at the time of signature;
  - e) the Contractor’s response to the RFx identified above (the “**Bid**”).

Where a document listed above is not physically attached to the Contract, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list. Any assumptions, conditions, restrictions, or qualifications in the Bid that do not align with the provisions contained in other documents forming the Contract are of no force or effect. Any changes to the Contract shall be by written amendment signed by the parties. Any such written changes shall be included in the definition of Contract.

2. **General.** The Contractor shall provide the goods, services, and any other deliverables outlined the Scope of Work (together the “**Work**”) at the prices stipulated in the Fee Schedule (the “**Prices**”) in accordance with the terms of the Contract and all applicable laws.

3. **Personnel.** The Contractor must only use qualified personnel to perform the Work. If specific individuals are identified in the Contract as being responsible for performance of the Work, the Contract shall not substitute or replace those individuals without the Town's prior written consent. The Town may at any time order the removal of any personnel on reasonable grounds including, without limitation, for acts of negligence or misconduct, lack of qualifications, or a violation of the Town's applicable workplace policies. If such an order is made, the Contractor shall immediately remove the person from the Work and shall secure an equivalent replacement to be approved in writing by the Town. When requesting approval for a replacement, the Contractor must demonstrate the equivalency of the replacement. The approval request must be sent at least 7 calendar days prior to the change in personnel. The Contractor shall bear the cost of training and orienting replacement personnel to the level of the replaced personnel.
4. **Subcontracting and Assignment.** Unless otherwise permitted in the Scope of Work, the Contractor may not subcontract the Work without the Town's prior written consent. If any portion of the Work is subcontracted, the Contractor shall remain liable for all Work performed and for its subcontractors' compliance with the Contract. The Contractor may not assign or transfer any right or obligations under the Contract without the prior written consent of the Town, which consent shall not be unreasonably withheld.
5. **Delivery Dates.** The Contractor shall provide the Work in accordance with the delivery date(s) or schedule set out in the Scope of Work (the "**Work Schedule**"). The Contractor must notify the Town as soon as it becomes aware that it cannot meet the Work Schedule and propose a revision to the Work Schedule. If the revised Work Schedule is not acceptable to the Town, in addition to other rights and remedies it has under the Contract, the Town may terminate the affected Work without penalty or payment of cancellation fees notwithstanding any term to the contrary.
6. **Shipping.** Where the supply of goods forms part of the Work, and unless otherwise specified herein, the Contractor shall ship the goods Delivery Duty Paid (DDP-Incoterms, 2018) (equivalent to FOB Destination), to the place of destination specified by the Town in the Contract, using the most direct and economical means. A packing slip must accompany each shipment indicating the Town-issued purchase order number or contract number, if any. Title to the goods will pass to the Town upon acceptance by the Town in accordance with the Contract.
7. **Inspection and Acceptance.** The Town shall have 14 calendar days following receipt to inspect and accept the Work failing which acceptance is deemed. Where the Town rejects the Work, the Town may exercise any one or combination of the following remedies, at its option, without liability and at the Contractor's sole expense: (a) require the Contractor to promptly reperform or replace the rejected Work; or (b) terminate the Contract in whole or in part. No title shall transfer and no payment shall be owed for the Work unless and until the Town has accepted the Work or the period for inspection and acceptance has passed.

8. **Prices and Price Increases.** The Prices are exclusive of Canadian GST/HST and PST and inclusive of any other taxes, duties, fees, including brokerage fees and levies that may be imposed on the Contractor. Unless otherwise stated in the Fee Schedule, hourly rates and other unit pricing shall remain fixed for the term of the Contract, and the total price for the Work is the maximum amount payable by the Town under this Contract. Any parts and consumable items required in connection with the Work that are not listed in the Contract must be offered by the Contractor at a price that is not higher than the Contractor's published prices at the time that the Contract is executed (where not published, then at commercially reasonable and competitive prices) and must not increase for the term of the Contract. Where no pricing is specified for an extension term, the increase in price must not exceed the Canadian Consumer Price Index as published in the month prior to the notice. Travel and incidental expenses will only be reimbursed if expressly set out in the Fee Schedule and agreed to in writing by the Town prior to such expense being incurred.
9. **Change Orders.** The Town or the Contractor may, at any time, propose a change to the Work by way of a written change order request to the other party. The change shall only come into effect if the change order request is accepted in writing by both parties. Any change to Prices shall be in accordance with the rates stipulated in the Fee Schedule or, where such rates are not listed, then at prices mutually agreed to in writing.
10. **Timely Invoicing and Payment.** Unless otherwise stated in the Fee Schedule, the Contractor must submit monthly invoices for Work delivered and accepted in the previous month based on the Prices. All Work must be invoiced within 60 calendar days of acceptance. Undisputed invoices issued within the foregoing time frame will be paid within 30 calendar days of receipt of a proper invoice. Invoices must be submitted to the attention of Accounts Payable by email at [accounting@townofgrandvalley.ca](mailto:accounting@townofgrandvalley.ca) and must reference any purchase order number or contract number assigned by the Town and describe the Work and dates provided. Sales taxes payable by the Town must be shown as separate items, and the Contractor's HST or other tax registration number must be included. Unless otherwise agreed, the Contractor must complete the Town's forms to enable payment by electronic funds transfer. The Town may set-off against any amount due to the Contractor, such sums owed by the Contractor to the Town. The Town will not pay for any Work delivered in excess of that required by the Contract unless the Town has expressly agreed to purchase such additional work in writing.
11. **Taxes.** Where any amounts due are subject to any Canadian legislated deduction, withholding or similar tax, the Town will deduct or withhold the necessary amount unless the Contractor provides acceptable documentation clearly confirming such withholding is not required. The Town will not pay GST/HST or PST unless such taxes have been so identified on the invoices submitted to the Town by the Contractor. The Contractor's invoices will not be returned or adjusted by the Town to correct errors or omissions in the Contractor's tax calculations or tax assumptions.
12. **Warranty for Services.** The Contractor represents and warrants that any services forming part of the Work (a) will be performed in a diligent and professional manner; (b) will be of a quality at least equal

to that generally accepted in the industry or profession for similar work; and (c) will not infringe any intellectual property rights. The Contractor shall reperform any services and replace any deliverables that do not comply with this warranty. Re-performed services and replaced deliverables shall be warranted as set forth in this section. The above warranties survive acceptance of and payment for the Work and are in addition to any other remedies available to the Town at law.

13. **Warranty for Goods.** The Contractor represents and warrants that any goods forming part of the Work (a) will be new and of current production; (b) will be free from defects in design, material and workmanship; and (c) where applicable, will conform to and perform in accordance with written specifications, drawings and samples accepted by the Town or included in the Contract. Goods failing to comply with applicable warranties within 12 months of acceptance or such longer term as may be specified in the Contract will be, at the Town's option and at no cost or expense to the Town: (a) returned for a full refund or credit of amounts paid by the Town for the defective goods; or (b) repaired or replaced by the Contractor, with any shipping and transportation costs and risk of loss and damage in transit borne by the Contractor. Repaired and replaced goods shall be warranted as set forth in this section. The Contractor shall assign to the Town all manufacturer's warranties for goods not manufactured by or for the Contractor. Unless otherwise specified in the Contract, if a manufacturer's warranty sets a warranty time period or warranty standard that is not consistent with a warranty time period or warranty standard set out in this section, the Contractor shall comply with the longest time period and highest standard. The above warranties survive acceptance of and payment for the Work and are in addition to any other remedies available to the Town at law.

14. **Entering or Working on Town Property.** The Contractor shall comply with all Town policies applicable to parties entering on or working on Town property (including without limitation COVID-19 vaccination policies). The Contractor shall be responsible for any damage to Town property or equipment caused by its personnel, including subcontractor personnel; and shall be responsible for cleanup of the Contractor's worksite and the proper disposal of materials, including without limitation packaging or waste. The Contractor shall in all cases obtain a pre-approval in writing from the Town prior to storing any Contractor materials, including equipment or tools, on Town property. Storage of Contractor material on Town property is at the Contractor's sole and exclusive risk and the Town is not responsible for any damage to, or loss of, the Contractor's material while stored on Town property. The Contractor shall remove and dispose of any Contractor materials within 5 calendar days of a request from the Town, failing which the Town may arrange for the removal of such materials.

15. **Termination.**

- 15.1. **For Default.** A non-defaulting party may immediately terminate this Contract if: a) the defaulting party has been provided with written notice of a breach of contract and has failed to cure the breach to the non-defaulting party's satisfaction within 10 calendar days; b) the other party is



adjudged bankrupt, makes a general assignment for the benefit of creditors because of insolvency, or if a receiver or trustee in bankruptcy is appointed.

- 15.2. **For Convenience.** The Town may at any time and for any reason terminate the Contract, in whole or in part, without any liability for such termination except as expressly stated in this Contract. If the Town terminates the Contract pursuant to this subsection, the Contractor shall make reasonable efforts to mitigate all costs associated with such termination. Subject to acceptance of the Work in accordance with the Contract, the Town shall pay for Work received up to the date of termination and will reimburse reasonable and verifiable non-refundable direct costs incurred by the Contractor in connection with pre-authorized Work in progress as of the date of termination.
- 15.3. **Temporary Suspension.** The Town may at any time suspend the Work, in whole or in part, by written notice to the Contractor without liability to the Contractor except as set out in this subsection. The Contractor shall promptly resume the Work only upon written notice from the Town. If the suspension period exceeds 30 consecutive days, not due to any act or default of the Contractor, the Contractor may elect to declare the Contract terminated by issuing a notice to terminate the Contract to the Town. In the event of a termination pursuant to this subsection, the Contractor shall be paid as if the Contract was terminated for convenience by the Town.
- 15.4. **Following Termination.** Upon termination, if requested by the Town and if the services to produce the Work has been paid for, the Contractor shall promptly provide to the Town all work in progress relating to such Work together with any other documentation or information necessary for the Town to complete or have the Work completed. The Town accepts that if work in progress is delivered to the Town in connection with a termination, it is delivered on an “as is” basis, and without any warranties from the Contractor.
- 15.5. **Maximum Payment to Contractor.** The Town shall not be liable to the Contractor for costs or damages whatsoever arising from suspension or termination of the Contract except as explicitly set out in this section. The total aggregate payments to the Contractor under this Contract, including any other payment already made for Work, shall not exceed maximum Price of the Contract for the then current term, exclusive of any unexercised extension options.
16. **Liability.** Neither party shall be liable to the other party for lost profits, lost opportunity, special, consequential, incidental, exemplary or indirect costs from any cause whatsoever, even if advised of the possibility of such costs or damages. A party’s indemnification obligations as set out in this Contract are excluded from this limit on liability.
17. **Indemnity.** The Contractor shall indemnify and hold harmless Town, its employees, the mayor, councilors, officers and agents (collectively “Town Personnel”) from and against any claims, demands, regulatory inquiries and related damages, losses, costs and expenses, including legal fees (collectively, “Claims and Costs”) arising from: (a) negligent acts or omissions; (b) infringement or alleged

infringement of third-party intellectual property rights; (c) personal injury (including bodily injury or death) or damage to property; (d) breach of confidentiality or privacy provisions of the Contract; or (e) breach of applicable laws as each is attributable to the acts or omissions of the Contractor, its officers employees, directors, officers, subcontractors, suppliers and other representatives. The Contractor shall have no obligation pursuant to this section to the extent that the Claims and Costs arise from the negligent acts or omissions of the Town Personnel. The indemnity shall be in addition to and not in lieu of any insurance required to be provided by the Contractor in accordance with this Contract.

18. **Insurance.** The Contractor shall have the types and amounts of insurance specified in the Scope of Work, underwritten by an insurer licensed to conduct business in the Province of Ontario. The Contractor shall provide Certificate(s) of Insurance evidencing the required coverage before the commencement of Work and shall maintain the coverage throughout the term of the Contract. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Town. Insurance procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Town as provided in the Contract.
19. **Intellectual Property.** In exchange for the consideration provided to the Contractor, the Town is assigned all intellectual property rights in the delivered Work, including without limitation documents, software, artistic works or other materials or information and delivered pursuant to this Contract except to the extent the deliverables include proprietary items and materials that existed prior to the Effective Date (such pre-existing works are the "**Pre-Existing Materials**".) The Town is hereby granted a perpetual, paid-up, royalty free, irrevocable license to such Pre-Existing Materials to the fullest extent required by the Town to make use of the Work for the Town's internal purposes and for any additional purpose as may be expressly contemplated by this Contract. The Contractor agrees to execute any assignment, conveyance, or any other assurance necessary to give effect to this section and shall ensure that the Town has supporting documentation and a license to all Pre-Existing Materials delivered by the Contractor hereunder sufficient to allow the Town to have the intended use of the Work.
20. **Confidentiality.** A party's ("discloser") information that any person would reasonably consider to confidential that is provided to the other party ("recipient") will be treated as confidential and only used for the Work except for information that (a) is in the public domain; (b) was already in the possession of recipient at time of disclosure free of any obligations of confidentiality; (c) is lawfully disclosed to recipient by a third party without any obligation of confidentiality. All information distributed and collected with respect to the Contract, including this Contract, is subject to the Municipal Freedom of Information and Protection of Privacy Act, RSO and may need to be disclosed at law. In the event a request is made to release discloser's confidential information to a third party, the recipient shall notify the discloser so that the discloser may take measures to protect its confidential information from disclosure. Notwithstanding any term to the contrary, the Town will

comply with any legal disclosure requirements under applicable laws relating to this Contract or the procurement process.

21. **Town Property, Publicity and Privacy.** All Town property supplied to the Contractor to perform the Contract will (a) be used solely for the purpose of carrying out the Work and for no other purpose; (b) remain the property of the Town; and (c) be promptly returned or destroyed at the Town's request at the expense of the Contractor. The Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Town, for the protection of Town property. The Contractor shall not use the Town's name in any public statement or publicize the fact the parties are doing business, without the prior written consent of the Town. The Contractor agrees that, unless otherwise agreed in writing by the Town, all personal information and any other information identified as security sensitive information disclosed by the Town, or managed, accessed, collected, used, retained by the Contractor to fulfill the requirements of the Contract will at all times be stored on segregated, stand-alone information systems in Canada.
22. **Contractor Records and Audits.** The Contractor shall keep all books and records pertaining to the Work including costs, for a period of 7 years following the expiration or termination of the Contract. The Town, or its authorized representative, shall have the right to inspect, review and/or audit such books and records upon 5 calendar days' notice to the Contractor, at no cost to the Town. Where such audit or inspection discloses an overpayment by the Town, the Contractor shall be responsible for repaying such overpayment forthwith.
23. **Notices.** Each party shall deliver notices under this Contract in writing and addressed to the other party to the contacts at the addresses set forth on the first page of this Contract. Unless otherwise specified, notices shall be delivered by email and will be effective only upon receipt by the receiving party.
24. **Governing Law and Competent Court.** The construction, interpretation and performance of the Contract are governed by the applicable laws of the Province of Ontario and Canada, without regard to conflicts of laws principles. The parties attorn to the exclusive jurisdiction of Ontario courts in all matters arising under this Contract.
25. **Relationship of the Parties.** The Contractor is contracted as an independent contractor and not as agent, partner or employee of the Town. Nothing in this Contract grants the Contractor the right to exclusively provide the Work and the Town may contract with others for the same or similar work.
26. **Waiver, Severability, and Survival.** Any delay by a party in the exercise of any right or remedy provided herein shall in no event be deemed to be a waiver of such right or remedy. To be valid, any waiver must be made in writing expressly referencing the Contract. If any provision of the Contract is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no

feasible interpretation would save the provision, it shall be severed, and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent. The warranties, indemnity and other provisions reasonably intended to survive termination or expiration of the Contract shall survive.

This Contract may be executed by electronic signature, or signed by hand and scanned, and delivered in counterparts which, together, shall constitute one and the same instrument. Once signed, a copy or electronic version of the document will have the same force and effect as the original document.

This Contract has been executed by the undersigned authorized representatives of each party.

**The Corporation of the Town of Grand Valley**

**[Contractor Legal Name]**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1: BIDDER'S WORKBOOK**

### **Introduction**

The Bidder's Workbook explains how Bids will be evaluated and ranked and includes the forms to be completed and submitted by the Bidder. Bidders must use the forms in the Bidder's Workbook when preparing their Bid.

### **Bid Submission**

Bidders shall submit the entire Bidder's Workbook to the Town per the RFP table, in a sealed envelope marked "CONFIDENTIAL – RFP2025-002 ENVELOPE 1" with the Bidder's name following.

### **Bid Evaluation and Ranking Method**

Ranking will be based on the lowest priced Bid that achieves the minimum required score for each component of the evaluation.

<b>Component</b>	<b>Evaluation Method</b>	<b>Minimum Required Score</b>
Mandatory Requirements	Pass/Fail	Pass
Technical Bid	Scored out of 100 Points	70 out of 100 (70%)
Financial Bid	Ranked by Lowest Total Bid Price	

Bids will be evaluated and ranked in accordance with the following steps:

- **Mandatory Requirements**

Bids will be reviewed to ensure they meet mandatory requirements. Bidders must confirm compliance with the mandatory requirements set out in the Mandatory Requirements Form and submit any information required to demonstrate compliance. If a Bidder confirms compliance with a mandatory requirement and the response is found to be inaccurate or misleading, the Bid may be disqualified. If a mandatory requirement is not satisfied, the Bid will be disqualified and will not proceed any further.

- **Technical Bid Evaluation**

Technical Bids will be evaluated based on the criteria, weightings and rating scale described in the Technical Bid Form.

Only Bidders achieving the minimum required score on the Technical Bid Evaluation will proceed to the Financial Bid Evaluation. Bidders not achieving the minimum required score will be disqualified.

If no Bidders achieve the minimum required score, the Town may elect to proceed to the Financial Bid Evaluation with the highest scoring Bid or may elect to cancel the RFP process.

- **Financial Bid Evaluation**

Bidders must provide all requested pricing information in accordance with the instructions in the Financial Bid Form. The Total Bid Price will be used to determine the lowest priced Bid.

- **Ranking**

Bidders will be ranked based on the lowest price. In the event of a tie in lowest price, the top-ranked Bidder will be the Bidder with the highest Technical Bid Score.

**Bid Submission Forms**

The Bidder's Workbook consolidates all the requested information to be submitted by the Bidders in response to the RFP, including:

<b>FORM</b>	<b>ATTACH SEPARATE PDFs</b>
Mandatory Requirements Form	X
Technical Bid Form	X
Financial Bid Form	X
References Form	X
Submission Form	X

If the above table indicates "complete online", please complete the online version of the form that is available in the Bidding System. The attached version of the online form is provided for reference. If the above table indicates "upload PDF", please complete the attached form and upload in the Bidding System as a .pdf document.

## **Mandatory Requirements Form**

### **Mandatory Pre-Bid Meeting (if applicable)**

If a Mandatory Pre-Bid Meeting is noted on the cover page, the failure to attend and register at the pre-bid meeting will disqualify a Bidder from bidding on this RFP.

### **Other Mandatory Requirements**

Bidders must confirm compliance with the Mandatory Requirements set out below and submit any information required to demonstrate compliance.

<b>Mandatory Requirements</b>	<b>Information Required to Demonstrate Compliance</b>
1. WSIB Coverage	Proof of WSIB coverage provided with the bid / Proof of exemption from WSIB coverage provided with bid.
2.	
3.	

## Technical Bid Form

### Instructions to Bidders

Technical Bids will be evaluated based on the criteria and weightings set out in the tables below. The Overview Table provides the high-level breakdown of evaluation criteria. The Technical Bid Tables describe the criteria and the information bidders should provide for evaluation. Bidders must complete the Technical Bid Table by inserting their response to the requested information where indicated.

Bidders should ensure that their Bid provides all requested information. No Bidder should assume that their Bid will be evaluated based on the Town's existing knowledge of the Bidder's products, services, experience or qualifications. Each Bid will be evaluated based solely on the information provided in the Bid.

If a Bidder's response references an external document, that document must be clearly identified and uploaded in the Bidding System. Hyperlinks or website references should not be used and will be disregarded.

### Rating Scale

Bidders' responses will be scored using the rating scale set out below.

Rating (% of points)	Bidder Response	Description
0%	No Response	Response was not provided
20%	Very Poor Response	Response provided but information is very limited or not relevant
40%	Poor Response	Response does not satisfy the criteria or align with stated preferences or expectations and/or details provided are unclear
60%	Satisfactory Response	Response generally satisfies the criteria, but lacks detail and does not provide clear justifications for deviations from stated preferences or expectations
80%	Good Response	Response satisfies the criteria, provides sufficient detail and provides clear and compelling justifications for deviations from any stated preferences or expectations
100%	Excellent Response	Response is detailed and comprehensive, clearly satisfies the criteria, and meets or exceeds any stated preferences and expectations.



## Overview Table

Technical Bid Evaluation Criteria	Weighting (Out Of 100 Points)
Business History	20
Guarantee of Service Provision	40
Experience of Senior Representative	40
Maximum Points Available for Technical Bid	<b>100</b>

### Technical Bid Table

<b>Business History</b>	<b>Maximum Points: 20</b>
<p><b>Requested Information:</b></p> <p>Bidders should provide the following information for evaluation:</p> <ul style="list-style-type: none"> <li>• Current business operational history</li> <li>• Current business operational history in commercial janitorial services</li> </ul> <p><b>Criteria to be Evaluated (weighted equally):</b></p> <p>The Bidder’s response will be assess based on the following sub-criteria:</p> <ul style="list-style-type: none"> <li>• Details on the start date of the business</li> <li>• Details on the start date when the business began providing commercial janitorial services</li> </ul>	
<p><b>Bidder’s Response:</b></p>	

Guarantee of Service Provision	Maximum Points: 40
<p><b>Requested Information:</b></p> <p>Bidders should provide the following information for evaluation:</p> <ul style="list-style-type: none"> <li>• How they provide service coverage for vacation, illness</li> <li>• How they provide service during seasons of inclement weather <ul style="list-style-type: none"> <li>• The Town acknowledges the need to reschedule occasionally, but will require attendance at earliest opportunity when roads clear after snow/weather events. Grand Valley receives heavy snows, blowing snow, and while it is acknowledged that driving on closed roads will not be required, consideration will be given to those who can get to work during seasons of inclement weather.</li> </ul> </li> </ul> <p><b>Criteria to be Evaluated (weighted equally):</b></p> <p>The Bidder's response will be assess based on the following sub-criteria:</p> <ul style="list-style-type: none"> <li>• Demonstration of year-round coverage</li> <li>• Demonstration of understanding that cleaning must take place even periods of inclement weather (e.g., alternate arrangements before/after winter storms)</li> </ul>	
<p><b>Bidder's Response:</b></p>	

Experience of Senior Representative	Maximum Points: 40
<p><b>Requested Information:</b></p> <p>Bidders should provide the following information for evaluation:</p> <ul style="list-style-type: none"> <li>• Work experience of the Senior Representative who will oversee the work.</li> </ul> <p><b>Criteria to be Evaluated (weighted equally):</b></p> <p>The Bidder's response will be assess based on the following sub-criteria:</p> <ul style="list-style-type: none"> <li>• Years working in the janitorial sector</li> <li>• Types of experience working in the sector</li> </ul>	
<p><b>Bidder's Response:</b></p>	

## Financial Bid Form

### Instructions to Bidders

1. Bidders must complete the table(s) below using the online form, if applicable, and submit this information as their Financial Bid. Where an online form is not available, the completed form should be submitted as a single .pdf file packaged and uploaded separately from the other forms.
2. Price ranges are not permitted. If price ranges are proposed, the Financial Bid evaluation will be based on the highest price in the price range.
3. Prices are exclusive of sales taxes, but inclusive of all other costs and charges, including travel and lodging costs (if applicable).
4. **This form must be submitted in a separate envelope, marked “CONFIDENTIAL – RFP2025-002 ENVELOPE 2”, with the Bidder’s name following.**

Location	Estimated Time to Clean	Cost per visit
Town office	Hours	\$
Library	Hours	\$

Hourly Rate for services not covered by scope of work	\$
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Costs for supplies to be invoiced monthly with proof of purchase included.

### Payment Terms and Conditions

1. All monetary values are to be stated in Canadian dollars and are exclusive of HST and other applicable taxes.
2. The above prices shall be fixed for the duration of the term of the Contract and, unless expressly stated otherwise in this RFP, the prices are all-inclusive rates including all labour, materials, travel and living expenses, disbursements, overhead, profit, taxes and all other costs associated with providing all the work, materials, and carrying out the activities outlined in the Scope of Work and the Contract.
3. Invoicing:

Lump Sum Pricing. Invoices for Work on the basis of lump sum prices tied to the achievement of specified deliverables may only be issued upon the Town’s acceptance of the deliverables.

Time and Materials Pricing. Invoices for Work quoted on the basis of unit pricing must be based on the unit prices specified in the Contract and may be issued for (a) Goods accepted and (b) actual time providing Services. Unless otherwise expressly set out in this RFP, the total amounts invoiced may not exceed the Total Bid Price specified in the table(s).

### References Form

Three references must be provided. The selected Bidder's references will be contacted and asked to verify the information on the form and to answer the following two questions:

- (a) Overall, did the Bidder generally meet the organization's expectations and requirements?
- (b) Would you work with this Bidder again in this capacity?

To "pass" the reference check, all three of the Bidder's references must confirm the accuracy of the information provided by the Bidder and provide positive responses to questions above.

If a reference cannot be reached within a reasonable time, the Bidder will be given one opportunity to provide an alternate reference. If the alternate reference cannot be reached, the selected Bidder will fail the reference check.

The Town may choose not to contract with any Bidder that fails the reference check, has a history of poor past performance or has misrepresented its experience or qualifications.

Organization name and address:	
Contact person:	
Email:	
Phone number:	
Project/Contract title:	
Description of Project (project size, location, completion date, role of Bidder):	

Organization name and address:	
Contact person:	
Email:	
Phone number:	
Project/Contract title:	
Description of Project (project size, location, completion date, role of Bidder):	

Organization name and address:	
Contact person:	

Email:	
Phone number:	
Project/Contract title:	
Description of Project (project size, location, completion date, role of Bidder):	

## Submission Form

### 1. Bidder Information

The full legal name of the Bidder:	
The jurisdiction under which the Bidder was incorporated or otherwise established	
Bidder Address	
Bidder Contact Person (name, title)	
Telephone Number	
Email Address	

### 2. No Collusion or Bid Rigging

The Bidder certifies that:

- (a) the prices in their Bid have been arrived at independently from those of any other bidders;
- (b) the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

### 3. No Public Statements or Lobbying

The Bidder agrees not to publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the RFP process, or the award of the Contract, without the express prior written consent of the Town.

The Bidder agrees not to engage in any form of political or other lobbying whatsoever with respect to this RFP, or otherwise attempt to influence the outcome of the RFP process directly or indirectly by any manner whatsoever other than by submitting a Bid.

### 4. Conflict of Interest and Unfair Advantage

The Bidder understands that the Town may not be able to accept or consider a Bid due to a conflict of interest or an unfair advantage that may interfere with or compromise the fairness of the competitive process.



Unless otherwise indicated below, the Bidder certifies that the statements set out below are true. In each statement, references to “Bidder” include any of the Bidder’s personnel or proposed team members.

- (a) The Bidder does not have a conflict of interest or unfair advantage.
- (b) The Bidder has not engaged in lobbying or otherwise attempted to influence the outcome of the RFP process directly or indirectly by any manner whatsoever.
- (c) The Bidder has not had access to confidential information of the Town that is relevant to this RFP process and not available to other Bidders.
- (d) The Bidder was not involved in the development of this RFP and did not provide advice or assistance to the Town in connection with the development of this RFP.
- (e) The Bidder did not receive advice or assistance from any individual or company that was involved in the development of this RFP.
- (f) The Bidder does not employ any individual(s) that were employed by the Town in the last 12 months.
- (g) The Bidder does not have business or personal relationships with any of the Town's elected officials, employees or representatives that could create an appearance of bias or advantage.
- (h) The Bidder does not have commitments, relationships or financial interests that could be, or might appear to be, incompatible with the effective performance of the contract.

**If any of the above statements are not true, please explain and provide additional details below:**

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## 5. Confidential Information

The Bidder understands and agrees that the Town will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information, but the Town accepts no liability if such information is disclosed.

The Bidder understands and agrees that, at a minimum, the successful Bidder's name and total contract value will be publicly disclosed.

The Bidder understands and agrees that its Bid and any related information that it submits to the Town may be:

- (a) disclosed to the Town's staff, advisors and consultants for the purposes of conducting the RFP process;
- (b) disclosed to the Town's elected officials for the purposes of oversight and decision-making; and
- (c) subject to public disclosure in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990 or any other applicable information or privacy legislation.

## **6. Acknowledgement of Non-Binding RFP Process**

The Bidder acknowledges and agrees that:

- (a) The RFP process is non-binding and does not create contractual obligations between the Town and the Bidder. There is no intention to enter into what is commonly referred to as "Contract A", and no contractual relationship will be formed until the Town enters into contract with a Contractor for performance of the Work.
- (b) The Town is not obligated to award a contract to the Bidder. The Town may accept or reject any Bid and may award a contract to any Bidder for all or part of the Work.
- (c) The Town may cancel the RFP at any time prior to execution of a contract for the Work and, following cancellation, may re-advertise for new bids or negotiate a contract for the same or similar Work.
- (d) The Bidder is not obligated to enter into a contract with the Town and the Bidder may choose to withdraw its Bid at any time during the process.
- (e) The Bidder does not have any right to compensation in connection with the RFP process or its outcome, including claims for Bid preparation costs, loss of profit or loss of opportunity, and the Town will not be liable for any claim arising out of this RFP process.

## **7. Authorized Representative**

This Bid is submitted by a representative of the Bidder who is authorized to bind the Bidder to the statements and representations set out in this form.

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Signature of Bidder's Representative

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Print Name and Title

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Date