



Lanark County Housing (LCH)

REQUEST FOR PROPOSAL (RFP)

FOR:

**WINTER MAINTENANCE SERVICES OF PARKING LOTS &
SIDEWALKS FOR LCH BUILDINGS IN CARLETON PLACE &
ALMONTE**

RFP-2023-08

CLOSING DATE:

Friday August 18, 2023

CLOSING TIME:

4:00PM, EST

PROPOSALS RECEIVED BY:

Lanark County Housing
52 Abbott Street North, Unit # 4
Smiths Falls, Ontario
K7A 1W3

Attention: David Dicaire

Housing Operations Supervisor

Telephone: Office: (613) 267-4200 ext:2411

E-mail: ddicaire@lanarkcounty.ca

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SECTION 1: SCOPE OF WORK

Lanark County Housing (LCH) is inviting proposals from qualified contractors for winter maintenance services of parking lots and sidewalks for Lanark County buildings noted below which are in Carleton Place and Almonte, ON.

LCH Facilities Requiring Winter Maintenance Services:

Carleton Place

252 Moffatt Street
126 Sussex Street
171 Munro Street
Caldwell Street
7 Arthur Street

Almonte

176 Robert Street
Victoria/St-James Street

A map of each facility and the services required at each location is provided in Appendix A (separate pdf document).

Required Services at each location:

- Shovel/clear sidewalks and walkways after 2 cm of snow has fallen and intermittently throughout larger storms. Return to clear sidewalks after drifting occurs.
- Spread salt (supplied by contractor) on asphalt walkways as necessary; ice melter (supplied by contractor) is to be used instead of salt on concrete or paving stone surfaces.
- Plow center area of parking lots by 7 am if 3 cm or more has fallen.
- Plow remainder of parking lots at approximately 11:00 am (plowing around parked cars included).
- Clear snow from around bike racks, dumpsters, mailboxes, or any other obstructions at the end of each storm or if storm continues, every time accumulation exceeds 5 cm.
- Upon freezing rain or when required, sand supplied by contractor will be applied to entire asphalt parking area and/or sidewalks.
- Check properties on a daily or as required basis for drifting or icing.
- Every effort is to be made to prevent, identify, and remove any slip and fall hazards.
- This contract includes de-icing of parking lots and fire exits.
- Contract price includes pushing the snowbanks back. If snow storage areas become overloaded, contractor will be responsible for snow removal as required.
- Contract will have an annual snowfall limit of 340 cm in each town. Any snowfall after 340 cm will be billed at the winter maintenance price, divided by 340, then multiplied by the fallen amount. These amounts will be taken from Environment Canada at town location. Prior approval must be obtained from LCH once the 340 cm level has been reached.
- Significant damage (i.e., not superficial) to the property due to snow removal operations will be the responsibility of contractor to repair.
- Contract price is to include return visits to remove snowbanks left by town plows.

Contractor must communicate with maintenance dispatcher, supervisor, or weekend staff each time they will be attending so that staff can be directed to help communicate to the tenants that snow removal will be taking place.

Winter Maintenance Requirements for Garbage Removal

| BUILDING ADDRESS | Path From Garbage Room to Curb Must Be Clear for Garbage Removal By 6:45 AM On Days Noted Below |
|------------------------------|---|
| 252 Moffatt Street in CP | Mondays |
| 126 Sussex Street in CP | Wednesdays |
| 171 Munro Street in CP | Wednesdays |
| Caldwell Street in CP | Thursdays |
| 176 Robert Street in Almonte | Wednesdays |
| Victoria/St-James in Almonte | Fridays |
| 7 Arthur Street in CP | Thursdays |

Term of Contract

The term of the contract will be for a period of three (3) years, beginning November 1, 2023, and ending April 30, 2026, with the option of extending the term for up to four (4) additional one (1) year terms if mutually acceptable to both parties. During the term of the contract, the contractor’s performance will be evaluated, and the contract may be terminated if the contractor’s performance is deemed to be unsatisfactory.

Payment Schedule

Winter contract is to be divided into 6 equal payments payable on the first of each month from November 1st to April 1st.

A monthly log of sidewalk and parking lot maintenance is to be provided with the applicable invoice.

Documents to be Returned with Proposal

The documents provided in Section 3 must be returned with proposal submission (i.e., Appendix B, C, D).

Section 2: Proposal Process

2.1 RFP Schedule

The following timeline has been established:

| ITEM | DATE |
|-----------------------------|---------------------------------------|
| Request for Proposal issued | Thursday July 20, 2023 |
| Deadline for Questions | Wednesday August 9, 2023, at 12:00 pm |
| Closing Date | Friday August 18, 2023, at 4:00 pm |
| RFP Award Date | Friday September 1, 2023. |

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

2.2 Date & Place for Receiving Proposals

a) Proposals must be addressed to:

Lanark County Housing Corporation
52 Abbott Street North, Unit # 4
Smiths Falls, Ontario
K7A 1W3

Attention: David Dicaire
Housing Operations Supervisor
Office: (613) 267-4200 ext. 2411

Or by email: ddicaire@lanarkcounty.ca

b) Proposals will be received until 4:00 p.m., local time, Friday August 18, 2023.
Lowest proposal or any proposal not necessarily accepted.

2.3 Documentation

a) One (1) copy of the proposal is required. Proposals shall be addressed and submitted to the address above in an envelope clearly marked as follows or proposals can be emailed. E-mail: ddicaire@lanarkcounty.ca

2.4 Negotiations

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

2.5 Communications & Addenda

All questions related to the Request for Proposal should be emailed to David Dicaire at ddicaire@lanarkcounty.ca

Deadline for questions is Wednesday August 9, 2023, at 12:00 pm.

No oral explanation or interpretation shall modify any of the documents or provisions of this Request for Proposal. If required by the LCH, addenda will be posted on the Lanark County's website (www.lanarkcounty.ca) and MERX. It is the Proponent's ultimate responsibility to ensure all addenda have been received.

2.6 Withdrawal or Substitution of Submission

A proponent may withdraw or substitute all or part of his/her proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that proponent for this proposal call.

A proponent may withdraw or qualify his proposal at any time up to the official closing time, by submitting a letter bearing the signature as in his/her proposal to the LCH, who will mark thereon the time and date of receipt and will place the letter in the Proposal box or by email. No telephone calls or transmissions by facsimile will be considered.

2.7 Alterations or Variations

No alterations or variations of this document shall be valid or binding upon the LCH unless authorized in writing, in accordance with the process set out in paragraph 2.5 Communications.

2.8 Oral Explanation or Interpretation

No oral explanation or interpretation shall modify any of the documents or provisions of the Request for Proposal documents.

Section 3: Proposal Evaluation

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

| BEST VALUE EVALUATION CRITERIA | WEIGHTED SCORE |
|---------------------------------------|-----------------------|
| Company Profile | 20 |
| Project Experience (References) | 20 |
| Cost Factor – (Appendix D) | 60 |
| TOTAL | 100 |

Written Proposal Submission Requirements Evaluation Criteria:

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

3.2 Review Committee

The Review Committee will be comprised of staff from LCH.

3.3 Acceptance of this Proposal and Contract

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

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

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

Proposals will be evaluated under the Criteria provided in Section 3.1, based on the information and references provided by Proponents, which rates how strongly and the ease at which the characteristics of proposals meet the needs of the LCH as stated in this RFP.

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

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

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

Section 4: Contract

4.1 Award and Potential Contractual Discussions

The LCH does not guarantee that any proposal will produce a recommendation by the Review Committee or that any contract will ultimately be approved and endorsed by Lanark County.

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

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

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

Section 5: Other

5.1 Confidentiality and Freedom of Information

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

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

Prior to the consideration of any proposal(s) at a public municipal Council meeting, the LCH will reasonably attempt to treat all proprietary and personal information contained in Proposals as confidential, in so far as such is reasonably allowable by the provisions of MFIPPA, as amended. The LCH, however, is required upon receiving a Freedom of

Information request to release information as is reasonably allowable pursuant to MFIPPA legislation or upon lawful order.

Proponents in endorsing the Cost Factor Proposal Form do hereby fully release and hold harmless the LCH, including their respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of information authorized under the provisions of MFIPPA or lawful order.

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

5.2 Errors and Omissions

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

5.3 Proposal Cancellation

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

5.4 Incurred Costs

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

5.5 Ability and Experience of Respondent

The LCH will not award this contract to any Proponent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient

capital and equipment / manpower to ensure acceptable performance and completion of the Proposal. Any proposal will be considered non-compliant if reference checks or past experience is deemed unsatisfactory, in the opinion of the LCH.

5.6 Assignment of Contract

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

5.7 Extra Work

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

5.8 Cancellation

- a) The LCH reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- b) If the successful Proponent should neglect to execute the work properly, or fail to perform any provision of this Award, the LCH, after three (3) business days written notice to the successful Proponent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Proponent. Continued failure of the successful Proponent to execute the work properly shall result in a termination of Contract. The LCH shall provide written notice of termination.
- c) The LCH may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the successful Proponent.
- d) Either party may terminate the Contract by giving the other one thirty (30) calendar day's written notice, giving reasons acceptable to the other. A period of less than thirty (30) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.
- e) Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the Contract.

5.9 Proponent Expenses

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

5.10 Legal Claims

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

5.11 Conflict of Interest

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

5.12 Reserved Rights

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

- i. Accept a non-compliant Request for Proposal.
- ii. Accept a Request for Proposal which is not the lowest Request for Proposal; and
- iii. Reject a Request for Proposal that is the lowest bid even if it is the only Proposal received.

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

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

ix. The LCH's policies relating to tendering and issuing contracts to third parties.

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

5.13 Governing Law, Attornment and Limit on Liability

- (1) This RFP and the Agreements entered into by the Successful Respondents shall be governed and construed in accordance with the laws of Ontario and the applicable laws of Canada (the "Governing Law").
- (2) The Respondent agrees that,
 - (a) any action or proceeding relating to this RFP Process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
 - (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFP Process on any jurisdictional basis, including forum non convenes; and
 - (c) It will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFP Section.
- (3) The Respondent agrees that if the LCH commits a material breach of this RFP, the LCH's liability to the Respondent for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the LCH, the aggregate amount of damages recoverable against the LCH shall be no greater than the demonstrated Proposal preparation costs of the Respondent seeking damages from the LCH.
- (4) The Successful Respondent shall comply with all relevant federal, provincial, and municipal statutes, regulations, codes, ordinances, policies, directives, orders, and by-laws pertaining to the work and its performance. The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario including:

- (a) the Municipal Freedom of Information and Privacy Act, RSO 1990, c. M54, Occupational Health and Safety Act, R.S.O. 1990, c.0.1, Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the LCH is relying on this warranty in its decision to award the contract to the proponent.
- (b) Accessibility for Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13 of which statute states:
In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

5.14 Indemnity and Insurance

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

Comprehensive/Commercial General Liability Insurance insuring the Successful Respondent and naming the LCH as an additional insured, and any other person or entity who the LCH or the Successful Respondent may reasonably require to be added as additional insured. Such general liability insurance shall provide coverage in respect of property damage and/or bodily injury (including death) arising out of any and all Services and shall include property damage if the damaged work or the work out of which the damage arises was performed on behalf of the Successful Respondent by a Sub- Consultant and shall include bodily injury (including death) if the bodily injury (or death) arises out of work performed on behalf of the Consultant. Such insurance shall contain a cross liability endorsement.

Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) Dollars per occurrence and shall include the LCH and Her Majesty in Right of Ontario as an additional insured with respect to the Proponent's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, third party bodily, broad form property damage, contractual liability, owners' and contractors' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

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

Professional Liability / Errors and Omissions - A Professional Liability Insurance Policy, in an amount not less than Two Million Dollars (\$2 Million) per claim and in the aggregate insuring the Proponent. The coverage under the policy shall be

maintained continuously during the term of this Agreement and for two years after the termination or expiration of this Agreement and shall cover insurable losses arising out of an error or omission in the rendering of or failure to render the Services.

5.15 Proof of Workers Safety Insurance Board (WSIB) Coverage

The Proponent will submit evidence of compliance with all of the requirements of the Workplace Safety and Insurance Board (WSIB) of Ontario, including payments due there under. Such evidence must be furnished to the LCH before the start of the contract.

The Proponent will provide their current Workplace Safety and Insurance Board (WSIB) clearance certificate.

APPENDIX A – MAPS (PDF attached)

APPENDIX B

| COMPANY PROFILE |
|--|
| Proponents are to provide information on their company such as but not limited to, the following: <ul style="list-style-type: none">a) Provide a general company profile including the ownership and affiliations of the firm and number of years the firm has been in business.b) Address, and contact information for the proposing entity.c) Size of company, number of employees both locally and other. |

APPENDIX C – REFERENCES

Please list below 3 references for recent jobs completed that are of similar nature to that requested in the Scope of Work section of this tender.

| | |
|---------------------------|--|
| Company Name: | |
| Contact Name: | |
| Contact Phone Number: | |
| Contact Email Address: | |
| Description of Contract: | |
| Contract Completion Date: | |
| Value of Contract: | |

| | |
|---------------------------|--|
| Company Name: | |
| Contact Name: | |
| Contact Phone Number: | |
| Contact Email Address: | |
| Description of Contract: | |
| Contract Completion Date: | |
| Value of Contract: | |

APPENDIX C – REFERENCES (continued)

| | |
|---------------------------|--|
| Company Name: | |
| Contact Name: | |
| Contact Phone Number: | |
| Contact Email Address: | |
| Description of Contract: | |
| Contract Completion Date: | |
| Value of Contract: | |

APPENDIX D: COST FACTOR PROPOSAL FORM

TABLE A – CARLETON PLACE, ON PROPERTIES

| WINTER MAINTENANCE SERVICES OF PARKING LOTS & SIDEWALKS AS DEFINED IN SCOPE OF WORK FOR ALL CARLETON PLACE PROPERTIES LISTED IN SECTION 1 | COST BEFORE HST IN CANADIAN DOLLARS (\$) |
|---|--|
| November 1, 2023, to April 30, 2024, Season (A) | |
| November 1, 2024, to April 30, 2025, Season (B) | |
| November 1, 2025, to April 30, 2026, Season (C) | |
| TOTAL (A)+(B)+(C) = D | |

TABLE B – ALMONTE, ON PROPERTIES

| WINTER MAINTENANCE SERVICES OF PARKING LOTS & SIDEWALKS AS DEFINED IN SCOPE OF WORK FOR ALL ALMONTE PROPERTIES LISTED IN SECTION 1 | COST BEFORE HST IN CANADIAN DOLLARS (\$) |
|--|--|
| November 1, 2023, to April 30, 2024, Season (E) | |
| November 1, 2024, to April 30, 2025, Season (F) | |
| November 1, 2025, to April 30, 2026, Season (G) | |
| TOTAL (E)+(F)+(G) = H | |

TABLE A & B Notes

1. Proposed total cost is worth a total of 60 points calculated as follows: (lowest proposal (D+H)/submitted proposal (D+H) x 60).
- 2.

APPENDIX D CONTINUED - COST FACTOR PROPOSAL FORM

| | | | |
|------------------------------|--|--|--------------------|
| FOR THE PROVISION OF: | WINTER MAINTENANCE SERVICES OF PARKING LOTS & SIDEWALKS FOR LCH BUILDINGS IN CARLETON PLACE AND ALMONTE, ON | | |
| AS SUPPLIED BY: | _____ | | |
| | FIRM NAME | | |
| | _____ | | |
| | ADDRESS | | POSTAL CODE |
| | _____ | | _____ |
| | (HEREINAFTER CALLED THE PROPONENT) | | |

| | |
|------------|---|
| TO: | LANARK COUNTY HOUSING (LCH) 52 ABBOTT STREET NORTH, UNIT # 4 SMITHS FALLS, ON K7A 1W3 (HEREINAFTER CALLED THE LCH) |
|------------|---|

THE RESPONDENT DECLARES

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

Dated at _____, Ontario this __ day of _____, 2023.

_____ Name of Proponent (please print)

_____ Address

_____ Telephone _____ Facsimile _____ Email

Per: _____ Signature of Proponent

_____ (Name), _____ (Position)

I have authority to bind the _____ (business type)