



Request for Proposal

RFP-04-2025

for

Request for Proposal for Wastewater Treatment Plant Expansion

Issued Thursday, May 1, 2025

Please submit one signed original of the complete Proposal using the attached forms, quoting the above Proposal number and closing date. Electronic Submissions must be received before 3:00:00 p.m. local time on Thursday, June 5, 2025 to:

**The Corporation of the Town of Prescott
Attention: Matt Locke, Director of Operations**

mlocke@prescott.ca

360 Dibble Street West

P.O. Box 160, Prescott, ON, K0E 1T0

RFP Number: RFP-04-2025

Site Visit: Thursday, May 15, 2025, 2:00 p.m.

Closing Date: Thursday, June 5, 2025, 3:00 p.m.

Proposals must be received before the above-mentioned time and date, in accordance with the attached Request for Proposal Forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

Contact:

**Operations Department
Mr. Matt Locke
mlocke@prescott.ca**

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A. The Project and Proposals

1. Introduction

The project is serving the three municipalities of the Town of Prescott, Augusta Township and the Township of Edwardsburgh-Cardinal. The Town of Prescott is administering the Request for Proposal on behalf of the three municipalities.

The project is to complete all necessary detailed design drawings for construction, along with a tender package for construction for the following project components:

- Expansion of Prescott Wastewater Treatment Plant capacity from 4,728m³/d to 6,304m³/d and peak flow from 16,000m³/d to 25,608m³/d
- Upgrade and expansion of 3 existing sanitary pumping stations to accommodate the increased flow and capacity of the Prescott Wastewater Treatment Plant
- Upsizing approximately 1.5km of sanitary force main that runs from sanitary pump station #5 to the Prescott Wastewater Treatment Plant
- Extension of 2,750m of water main and 3,300m of sanitary sewer into Augusta Township between Merwin Lane and Sophia Street
- Addition of 2 new sanitary pumping stations in Augusta Township for the new sanitary sewer

Additionally, the project includes a provisional item to provide contract administration services during the construction period of the project, expected to begin Spring 2026.

The Town is inviting proposals from qualified engineering firms to complete the design drawings and tender documents as listed above. The Town, at its sole discretion, reserves the right to refuse any Proposal and to re-issue this RFP.

2. Term of the Project

The project will commence when a contract has been signed. Detailed Design and Tender Package must be completed by February 15, 2026.

3. RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town reserves the right to modify any or all dates at its sole discretion.

Release of Proposal:	Thursday, May 1, 2025	
Non-Mandatory Site Meeting	Thursday May 15, 2025	2:00 p.m.
Deadline for Submitting Inquiries:	Thursday, May 22, 2025	3:00 p.m.
Proposal Closes:	Thursday, June 5, 2025	3:00 p.m.
Completion of Design & Tender	Monday, February 16, 2026	
Completion of Project	Friday, March 31, 2028	

Note: Dates are subject to change at the discretion of the Town.

Notification of any changes or revisions to the RFP, including responses to questions, will be issued to all proponents registered on Biddingo, MERX, and on the Town of Prescott website. Each addendum shall form an integral part of this RFP. If any addendum is issued, the Town may at its sole discretion extend the deadline for submission of responses for a reasonable period of time.

The Town reserves the right to award a contract based on both Proposal bid price and completion, whichever the Town considers to be in their best interests.

4. Project Authority and Involvement

The selection of any successful proponent will be by the municipalities of Prescott, Augusta and Edwardsburgh-Cardinal, upon review and recommendations made by staff. The award of this RFP may require Council approval.

Any and all inquiries must be direct to the staff member indicated in section A. 6 below.

5. Project Stakeholders

The decision-making process authority rests with the municipalities of Prescott, Augusta and Edwardsburgh-Cardinal. There are no other stakeholders in this RFP.

6. Inquiries

Any clarification of this document, or request for additional information, must be received by 3:00 p.m., local time, on Thursday, May 22, 2025 in writing by email to:

Operations Department

Matt Locke

mlocke@prescott.ca

No officer, agent or employee of the Town is authorized to alter orally any portion of these documents. Any alterations required will be issued to all registered proponents as written addenda. Addenda shall be considered as an integral part of the RFP documents. The proponent shall list in its submission, all the addenda that were considered when the Proposal was prepared. Although every effort will be made to ensure that proponents receive all the addenda, it is the responsibility of each proponent to ensure all addenda issued have been received.

7. Proposal Content

Each Proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the goods and services required. Proposals must include:

- i. Signed irrevocable offer – Section D
- ii. Completed Appendix A – Price Schedule. Prices must be in Canadian dollars and must include all associated costs. The prices submitted will be considered the maximum the Town must pay.
- iii. Plan & Schedule. Must include all components as defined in Section 8 including detailing overall schedule, critical milestones, communication plan for coordinating with Town staff, and an action plan for if critical milestones are missed during the project term.

- iv. Project Team, References and Experience. Must include all components as defined in Section 8 including key personnel, staff matrix showing effort of key personnel, and examples including references of similar projects completed.
- v. Evidence of Insurance on the Town of Prescott Insurance Certificate. Evidence of a current WSIB Clearance Certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract.
- vi. A copy of your Health & Safety Policy.

Failure to provide all components may result in the rejection of your submission.

8. Evaluation of Proposals

The following scoring system will be used to evaluate each accepted Proposal:

	Weight
i. Pricing & Related Costs	50%
Prices are to be quoted in Canadian Dollars, excluding taxes as per Appendix A.	
Pricing must be all-inclusive of the components required to complete this work.	
Evaluation points for the purchase price criteria will be awarded using a pro-rated methodology whereby the lowest price submission will receive the maximum available points (50) for the purchase price.	
ii. Plan and Schedule	25%
Overall design schedule including critical milestones including dates. Identify method for meeting critical milestones and what response will be if a critical milestone is missed.	
Approach to communications with Town staff during the project.	
Identify permits and / or approvals that will be required to implement the proposal and describe the procedure that would be undertaken to obtain such permits / approvals	
Quality assurance and risk management processes during design and construction.	
iii. Project Team, References and Experience	25%
Key project personnel including experience, expertise and history working together.	
Staff matrix indicating effort of key personnel by month.	
Identification of full consultant team by firm and key personnel.	
Include up to 3 major projects similar to the scope outlined in this RFP. Completed projects are to have achieved substantial completion within the last 10 years. References should be provided for each project included in the submission.	

9. Submission of Proposals - Electronic

Proposal responses, a signed irrevocable offer (Section D), and all required content as per Section A. 7 must be submitted in a complete Proposal package.

One signed original Proposal in electronic copy by email:

RFP Number: RFP-04-2025

be received no later than 3:00:00 p.m. local time

Thursday, June 5, 2025

Email to:

mlocke@prescott.ca

Matt Locke

The Corporation of the Town of Prescott

360 Dibble Street West

P.O. Box 160, Prescott, ON, K0E 1T0

B. Project Requirements

1. Project Background

The three municipalities of Prescott, Augusta, and Edwardsburgh-Cardinal have received grant funding through the Housing-Enabled Water Systems Fund (HEWSF) administered by the Government of Ontario. The scope of the project is to expand water and sanitary sewer service into Augusta Township between Merwin Lane and Sophia Street and complete all necessary system upgrades to facilitate this increased flow. The expected technical aspects along with the Class D cost estimate used to determine estimated project costs are included in Appendix D.

2. Scope of Work

The Town of Prescott (“the Town”) is issuing this RFP to solicit proposals for the design, phasing plan and ready to tender construction plans for the expansion of the Prescott Wastewater Treatment Plant, as well as additional sanitary force main, pumping stations and expansion of sanitary and water services into Augusta Township. The intent of the Town is to award a contract for the design and ready to tender construction plans to the most qualified proponent as defined by their submission to this solicitation and evaluated in accordance with the criteria outlined in this RFP.

The Town intends to enter into an agreement with the selected respondent who would be responsible for developing a detailed construction plan with drawings which can be used to estimate repair costs and ultimately be issued for tender for the construction phase of the project. The design and issuing of construction plans for all elements of the project is being completed by one respondent as Phase 1 of this project.

The Town intends to proceed with tendering for construction immediately after the completion of Phase 1. The construction phase of the project may be split into tender contracts to allow for various project elements of the project to be completed simultaneously. The Town will consult with the successful respondents to develop a construction plan as part of Phase 1.

Prescott Wastewater Treatment Plant

Prescott’s wastewater treatment plant is a Class III treatment facility. Raw sewage is pumped to the facility from an onsite pumping station (SPS #6), which is equipped with an influent bar screen and three dry well pumps. Wastewater passes through the inlet headworks where solids are removed using a mechanical rotary screen and conveyor. Grit is then removed using two parallel vortex grit separators. Aluminum sulphate is injected downstream of the grit separators to assist in phosphorous removal. The wastewater then enters three parallel, continuous-flow Sequencing Batch Reactors (SBRs) which operate with automated cycles (air off, air on, settle, and decant). Each SBR is equipped with a fine bubble aeration system, submersible mixer, variable speed effluent decanter and sludge removal pump. Effluent decanted from the SBRs enters an equalization tank where a pinch valve acts to ensure consistent flow through the UV disinfection system. The UV disinfection system consists of one channel with two units, one duty and one standby. Following disinfection, the effluent passes through an outfall chamber where grey water is recovered for plant processes before discharging to the St. Lawrence River.

The project is to increase the allowable capacity of the wastewater treatment plant from 4,728m³/d to 6,304m³/d and peak flow from 16,000m³/d to 25,608m³/d. The design of all system components to facilitate this increased flow must be included in the design drawings

and construction plans. Design must include layout and construction plans for all new components to the wastewater treatment plant.

Upgrade and Expand Pumping Stations

To service the additional growth in Augusta, upgrades to the rated capacities of Sanitary Pumping Station (SPS) 3, 4 and 5 will be required to ensure the conveyance capacity of the system is not exceeded at any point.

Design drawings and construction plans must include all specifications for upgrading these three pumping stations along with any permit applications required to increase the rated capacity.

Upsize Sanitary Force Main

Upsizing approximately 1.5km of sanitary force main that runs from sanitary pump station #5 to the Prescott Wastewater Treatment Plant. Design and construction plans must include all drawings to detail out size and location for this new sanitary force main.

Design must also include a review and recommendation regarding the remaining service life of the existing sanitary force main. The Town is seeking recommendations on whether the existing force main can be left in place as excess capacity for the system, or if it should be removed after the new force main is installed.

Sanitary and Water Service in Augusta Township

Provide design and construction plans for the extension of approximately 2,750m of water main and 3,300m of sanitary sewer into Augusta Township between Merwin Lane and Sophia Street. Both sanitary and water are to connect to the existing services on King Street at the west limit of Prescott and be extended west along King Street / HWY#2 to Merwin Lane. Service should then run north on Merwin Lane for approximately 1.5 km to the existing road culvert. Service must run east from Merwin Lane to connect to the existing Town of Prescott water and sanitary service along Sophia Street and Churchill Road respectively.

Two new Sanitary Pumping Stations

Provide design and construction plans for the addition of 2 new sanitary pumping stations in Augusta Township for the new sanitary sewer. The additional Class D estimate provided for the HEWSF application assumed one SPS on the east side of Merwin Lane around Sunnymeade Avenue and a second SPS located on the east side of Merwin Lane at the north limit of the proposed sanitary sewer, on the south side of the existing road culvert approximately 1.5km north of King Street / HWY#2. However, SPS locations and designs are to be determined as part of the design process.

Construction Phasing Plan

Provide recommendations for tendering the construction phase of the project. Recommendations should include how many separate construction tenders should be issued, so that similar work can be combined to maximize cost and efficiency. For example, the Town is seeking recommendations on whether the construction of water and sanitary sewer and the expansion of the wastewater treatment plant should be separate construction projects as it may be different contractors bidding on these projects, and so that work on both projects can be complete simultaneously.

Provisional Item – Contract Administration

Provide total cost for qualified staff to provide contract administrative services during the construction phases of the project. Includes site inspection services, managing payment certificates, review of documents supplied by the construction contractor, etc. The Plan and Schedule submitted as part of the application should include a plan and schedule for the Contract Administration phase of the project and give an overview of various tasks to be completed.

3. Project Costs

The Price Schedule, Appendix A, must show the total all-inclusive upset cost in Canadian dollars (excluding applicable taxes). Taxes shall be shown as a separate line item on all invoices. Submissions must be set out in a clear and concise format and must include all associated costs. All expected project costs, including travel and accommodation costs, should be included in the bid price. If no fees are recorded it will be assumed there are no such fees, and invoices will be paid accordingly.

Invoicing and payments are to be completed monthly and should be consistent with the design schedule provided as part of the tender bid. Payment will be made based on the hours of work completed during that period, and not on a monthly base rate.

4. Available Town Resources

The work required from any request from this RFP will be made by Town staff. The expected technical project components and Class D cost estimate developed for the HEWSF application will be provided. Town staff will accommodate requests for drawings, records, and sewer mapping if available.

5. Objectives

The objective is to complete the construction of the wastewater treatment plant expansion and all expanded services by the end of 2027. Completion of this project is to be completed by December 1, 2025. The Town then intends to immediately tender construction drawings for the next phase of the project, targeting a start date in Spring 2026.

6. Assumptions

Proponents must take into account the following assumptions in preparing and submitting Proposals:

- a) Prices quoted must be in Canadian dollars.
- b) Harmonized Sales Tax (HST) is extra and must be shown as a separate line item on all invoices.
- c) Submissions are irrevocable for 60 days.
- d) Prices provided must be firm for the contract period. The successful vendor will be required to submit such substantiating documentation as the Town deems necessary to verify any challenged invoices.
- e) All lobbying is prohibited under this RFP.
- f) The Town reserves the right to reject any supplies or materials which, in their opinion, do not conform to the specifications and any rejected product shall be removed from

Town property by the supplier at their own expense and replaced immediately with the required standard; the supplier shall be liable for any damages as may be occasioned by or attributable to any deleterious effect(s), etc., resulting from inferior or incorrect product(s) or service(s) having been inadvertently or otherwise supplied.

- g) Deliveries of such quantities shall be made, as and when required, during the period of the contract.
- h) Successful vendors will coordinate the service with the designated staff member.
- i) Invoices are to be directed to the attention of the appropriate staff member and mailed to the appropriate department. Invoices shall be submitted within 30 days of the conclusion of the work and include the location as well as the date the operation took place.
- j) No proponent is relieved from supplying all components necessary to render the materials and/or services fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents. All submissions shall be deemed to propose goods that are fit for use.

Any contravention of the above items may lead to the cancellation of any Contract.

7. Resource Requirements

Proponents must detail any resources they will provide and require as part of their Proposal. This includes their resources, partners, third-party consultants and subcontractors, as well as Town resource requirements they are assuming will be provided outside of those defined in section B. 4.

The Contractor agrees to submit a list of any Sub-contractors who will be carrying out any part of this contract. This list shall show the names of the proposed Subcontractors and for what work each will be responsible for. The Town has the right to reject any of the Sub-contractors' names. In this event, the Contractor shall arrange to have the proposed work done by such other Sub-contractor as may be approved by the Town.

Should the Contractor cease operations, under no circumstances shall Sub-contractors be allowed to continue the work on the site unless an authorized representative of the Contractor is present on the site at all times. The Contractor shall notify the Town, in writing, of the names and positions of the person or persons representing the Contractor.

8. Formal Contract

If preferred proponents are selected for this RFP, the proponent shall be prepared to enter into a contract, in a form that is satisfactory to the Town's Chief Administrative Officer, that will allow the Town the use of concepts, products, and processes produced or resulting from the services rendered by the proponent, in connection with the project or which otherwise developed or first reduced to practice by the proponent in the performance of the services for this project.

This Request for Proposal shall constitute part of the terms and conditions of the contract award.

C. General Terms and Conditions

The following terms and conditions are deemed accepted by all submitters of Proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

1. Improper Delivery

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response to this RFP will not be accepted.

2. Signing Requirements

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the Proposal. If the submitter of a Proposal is an incorporated company, the Proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a Proposal is not an incorporated company, the submitter of a Proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a Proposal's name.

3. Applicable Law

This RFP, each submission, and the Project itself are each subject to the provisions of all applicable laws, including but not limited to:

- the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c. M54;
- *Occupational Health and Safety Act*, R.S.O. 1990, c.O.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 Town is relying on this warranty in its decision to award the contract to the proponent; and
- The Corporation of the Town of Prescott is required by section 5 of the Integrated Accessibility Standards Regulation, Ont. Reg. 191/11 under the *Accessibility for Ontarians with Disabilities Act*, 2005 to incorporate accessibility design, criteria, and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so. The Corporation of the Town of Prescott has determined that it is not impracticable to incorporate accessibility design, criteria, and features under this procurement. Accordingly, prospective and selected proponents/bidders are required to provide the information related to accessibility in the provision of the goods and/or services as described and requested herein or in relation to this procurement.

This RFP, each submission, and the Project itself are also each subject to the provisions of the Town's By-law Number 17-2017, A BY-LAW TO PROVIDE THE PURCHASING POLICIES, PRACTICES, AND PROCEDURES OF GOODS AND SERVICES BY THE TOWN OF PRESCOTT KNOWN AS THE "PURCHASING BY-LAW"

4. Town not liable for RFP costs

The Corporation of the Town of Prescott is not liable for any costs incurred by the submitter of a Proposal in responding to this "Request for Proposal" or for any future costs associated with preparing quotations as part of this Proposal.

5. Required Warranties

Each submitter of a Proposal is deemed to expressly declare and warrant in the Proposal that:

- i. the prices in this Proposal have been arrived at independently from those of any other submitter of a Proposal,
- ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a Proposal, and will not knowingly be disclosed by the submitter of a Proposal prior to award, directly or indirectly, to any other submitter of a Proposal or competitor,
- iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a Proposal for the purpose of restricting competition,
- iv. this Proposal is in all respects fair and without collusion or fraud.
- v. there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the materials and/or services shipped or ordered as a result of this Proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. all materials and/or services proposed to be supplied to The Corporation of the Town of Prescott conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the Proposal is:
 - a. competent to perform the work described in this RFP ["the work"];
 - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
 - c. shall supply everything necessary for the performance of the work;
 - d. shall carry out the work in a diligent and efficient manner; and
 - e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of The Corporation of the Town of Prescott as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the Town is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

6. No Obligation to Contract

Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the Town of Prescott. Submissions constitute offers that the Town may or may not accept on its sole discretion. The Corporation of the Town of Prescott further reserves the right to accept or reject any or all Proposals or parts of Proposals, to order additional units at the price submitted, or to accept any Proposal considered in its best interest, and to request re-Proposals on the required materials and/or services. The Corporation of the Town of Prescott also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the Town of Prescott further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the Town in the opinion of the Town. The Town of Prescott reserves the right to include consideration of any outstanding claims against or by the Town, any record of poor performance with the Town, and the appropriateness of any key personnel in the evaluation of any Proposal and to reject any Proposal based on the record of past poor quality of service, claims, and disputes or difficulties related to proceedings in completed past projects for the Town.

Each submission of a signed Proposal is deemed an irrevocable offer which may be accepted, at the sole option of The Corporation of the Town of Prescott and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by The Corporation of the Town of Prescott including but not limited to those set out herein. The Town reserves the right to reject an offer to supply goods and services presented in response to the Town's procurement processes where the Town determines that the person making the offer is in any way indebted to the Town and, in its sole discretion, is of the opinion that it is in the Town's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the Town may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the Town.

7. Contract Payments

Unless otherwise specified, should The Corporation of the Town of Prescott enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of The Corporation of the Town of Prescott or the date on which the invoice is received, whichever is later.

8. Limitation of Liability

Unless otherwise agreed, should The Corporation of the Town of Prescott enter into a contract relating to the Project, the other contracting party shall agree to hold The Corporation of the Town of Prescott harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the Town,

it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the Town.

Each proponent submitting a Proposal in response to this RFP specifically releases The Corporation of the Town of Prescott, its staff, officers, consultants, agents, Council, and councilors from and also specifically waives all liability, loss, expense, action, or claim it may have in law or equity arising in any way from processes related to this RFP including but not limited to the award of contract, negotiated terms of the contract, reject of Proposal, evaluation of Proposals, exercise of any privileges pursuant to section C6 above or for any other thing done or not done by the Town or a successful proponent.

9. Dispute

In cases of dispute as to whether or not deliverables meet the requirements of The Corporation of the Town of Prescott, the decision of such agent as The Corporation of the Town of Prescott may appoint will be final and binding.

10. No Assignment

Unless otherwise agreed, should The Corporation of the Town of Prescott enter into a contract relating to the Project, the other contracting party shall not, without the written consent of The Corporation of the Town of Prescott, assign or subcontract any aspect of the Project or the deliverables.

11. Fit for Use

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

12. No Implied Waiver

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

13. Governing Law

All submitters of Proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for the dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

14. Force Majeur

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

15. Deemed Satisfaction as to Submission

The submission of a Proposal shall be deemed conclusive proof that the submitter of a Proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by The Corporation of the Town of Prescott based on the assertion by the submitter of a Proposal that it was uninformed as to any of the requirements of the Proposal.

16. Default under Project

In case of a default of performance of the Project, The Corporation of the Town of Prescott reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a Proposal or contractor and are due forthwith.

17. Title and IP Right to the Work

Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the Town upon delivery and acceptance thereof by or on behalf of the Town. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the Town of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the Town and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

18. Insurance

Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a "per occurrence" basis, in the amount of no less than five million dollars (\$5,000,000.00) and motor vehicle liability in the amount of no less than two million dollars (\$2,000,000.00). WSIB coverage, whether mandatory or optional, shall be provided. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the Town and shall be kept in full force during the complete period. The Town shall be named as an Additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the Town, and proof of WSIB coverage, before the Town, shall enter into a contract in relation to this Request for Proposal, and throughout the life of the contract. The Contractor is responsible for any and all fines relating to the Occupational Health and Safety Act violations and the Contractor will provide legal defense to the Town.

19. Enforcement

Any successful proponent will have to enter into a legally binding agreement with The Corporation of the Town of Prescott. Where any breach of the terms of that agreement should occur, the Town shall review all legal remedies available to it and use any appropriate remedies to protect the interests of The Corporation of the Town of Prescott including law suit or application before the appropriate court or tribunal. All submitters of Proposals in response

to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the Town of Prescott in any such legal process.

20. Opening Process

The following processes shall be used when RFP submissions are opened:

- a. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
- b. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.

21. Privacy and Freedom of Information

All submissions and attached materials received in response to this [RFP/Proposal] are deemed to be the property of the Town of Prescott as of the date of their submission except to the extent they are protected as third-party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all Proposals, quotations, and Proposals submitted to The Corporation of the Town of Prescott (the Town). Proposals, quotations, and Proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Town shall not withhold the following information from Proposals, quotations or Proposals, if requested through the MFIPPA process by any person or business:

- the cover letter to the Proposal, quotation, or Proposal;
- the table of contents;
- lists of figures, tables, and appendices; and
- any information regarding the form and structure of a Proposal, quotation or a Proposal (i.e. information which may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their Proposal/quotation/Proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The Town of Prescott cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

D. Form of Irrevocable Offer

I, having the authority to bind the vendor named herein, hereby offer to provide the requirements under Request for Proposal Number RFP-01-2024 to The Corporation of the Town of Prescott according to the terms set out in this Proposal as well as in the Request For Proposal including the requirement for and acceptance by a formal contract acceptable to The Corporation of the Town of Prescott. I also agree that this irrevocable offer shall be open to acceptance by The Corporation of the Town of Prescott for a period of sixty (60) days from the closing date for the receipt of Proposals.

Dated: _____

Signature of Witness

Signature of Authorized Representative or Official

Name of Witness:

Name and Title of Signatory:

Vendor Name: _____

Address: _____

Town: _____

Province: _____

Postal Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

E. Appendices (as applicable)

Appendix A: Price Schedule

Appendix B: Plan and Schedule

Appendix C: Project Team, References, and Experience

Appendix D: Additional Resources: HEWSF Overview Presentation, Class D Cost Estimate, Public Information Centre Documents, Wastewater Treatment Plant Drawings

Appendix A: Price Schedule

Item	Description	Proposal Price (HST excluded)
1	Detailed Design and Construction Cost Estimate	
2	Construction Tender Package	
	Total Proposal Price (excluding HST)	
	HST	
	Total Proposal Price (including HST)	

The contractor hereby agrees that his/her/their bid price shall include the provided estimated quantities to complete the entire works. The Contractor shall satisfy themselves with the estimates on site, any discrepancies should be reported prior to submission of the Proposal.

Provisional Item – Contract Administration

Item	Description	Proposal Price (HST excluded)
3	Contract Administration Services	
	Total Proposal Price (excluding HST)	
	HST	
	Total Proposal Price (including HST)	

List of excluded costs – Do not include cost pertaining to these items:

- Topographical Survey
- Legal Survey
- Geotechnical Reports
- Quality Assurance Testing

Appendix B: Plan and Schedule

Should include all components outlined in Section A.8.

Appendix C: Project Team, References, and Experience

Should include all components outlined in Section A.8.

Appendix D: Additional Resources

Please use the following link to access the additional resources listed below:

<https://www.dropbox.com/scl/fo/bh7ks4odz88ykqymns6tg/ABT96knp0wMsEaeECfiVkJOk?rlkey=j5rwo4lsio9df5xffpgk3my6u&st=6k5jva4u&dl=0>

- Town of Prescott Housing Enabled Water System Fund (HEWSF) Overview Presentation
- Class D Cost Estimate
- Public Information Centre Presentation completed as part of MCEA process
- Wastewater Treatment Plant Drawings