

City of Temiskaming Shores Request for Proposal PW-RFP-001-2025 Transit Study

City of Temiskaming Shores P.O. Box 2050 325 Farr Drive Haileybury, Ontario P0J 1K0

## 1. Objective

The City of Temiskaming Shores, on behalf of Temiskaming Transit, representing both Temiskaming Shores and Cobalt, is seeking the services of a qualified consulting firm to:

- Assess the current state of Temiskaming Transit, including ridership, route efficiency, service coverage, and operational challenges.
- Identify opportunities for service improvements, including route optimization, schedule adjustments, and enhanced accessibility.
- Explore potential expansion into neighboring communities within a 45-minute radius, evaluating demand, feasibility, and cost implications.
- Provide recommendations on how to enhance transit integration with other transportation modes and community needs.
- Ensure alignment with the goals and requirements of the Rural Transit Solutions Fund and identify additional funding opportunities if applicable.

## 2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,634, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

The City of Temiskaming Shores and the Town of Cobalt presently share a Public Transit System under the name of Temiskaming Transit (TT) which was established in 1976. The said public transit system is being administered by the City of Temiskaming Shores in consultation with the Temiskaming Transit Committee.

## 3. Definitions

- 3.1 **City**: means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Proposal;** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

#### 4. Submission

Bids must be submitted electronically, using the **Electronic Bid Submissions Portal** on the City's website:

#### https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: PW-RFP-001-2025 "Transit Study"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at <a href="mailto:clerk@temiskamingshores.ca">clerk@temiskamingshores.ca</a>, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Proposals will be at 2:00 p.m. local time on March 20<sup>th</sup>, 2025.

- late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- > Partial Proposals are not accepted;
- Proposals emailed directly to City staff will not be accepted.
- The City reserves the right to accept or reject any or all Proposals;
- ➤ The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposal that are acceptable to both parties will be binding;
- ➤ The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposal or not), confirmation of any information provided by the Proponent in their Proposal.
- > The Proposal shall be valid for 30 days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Proposal by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

#### 5. Questions

Any questions with respect to the specifications are to be directed to:

#### Mitch McCrank, CET

Manager of Transportation Services City of Temiskaming Shores 325 Farr Drive Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4113

Email: mmccrank@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this proposal must be received by **February 28**<sup>th</sup>, **2025**, **2:00 p.m. local time.** 

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

# 6. Purpose and Goals

The purpose of this study is to conduct a comprehensive assessment of Temiskaming Transit's existing system and evaluate potential improvements and expansions to better serve residents, businesses, and institutions. The study will explore the feasibility of extending transit service to nearby communities while optimizing current operations to improve efficiency, accessibility, and sustainability.

The goals of the study are as follows:

- 1. Enhance Transit Accessibility & Efficiency
  - a. Identify gaps in the current transit system and recommend operational improvements.
  - b. Improve route efficiency, service frequency, and accessibility for all users, including seniors and persons with disabilities.
- 2. Explore Regional Expansion Opportunities
  - a. Assess the demand and feasibility of expanding transit services to communities within a 45-minute radius.
  - b. Identify potential ridership, economic impacts, and community benefits of expansion.

#### 3. Optimize Service Delivery

- a. Explore innovative transit solutions such as on-demand transit, microtransit, or alternative service models.
- b. Ensure integration with existing transportation services and active transportation networks.
- 4. Support Sustainable and Cost-Effective Transit Growth
  - a. Provide recommendations for a financially sustainable transit model including fare structure.
  - b. Identify funding opportunities and strategies to enhance transit affordability and service reliability.

## 7. Scope of Work

The selected consultant will be responsible for conducting a comprehensive transit assessment and developing an actionable implementation plan. Temiskaming Transit has received a \$50,000 grant for this project.

## Task 1: Review of Existing Transit System

- Desktop review of applicable City Official Documents
- Conduct a detailed operational analysis of current transit services, including:
  - Route efficiency and performance metrics
  - Ridership trends and service demand
  - Accessibility and inclusivity gaps
  - Infrastructure and fleet capabilities
  - Scheduling effectiveness and service frequency
- Identify challenges and areas for improvement based on ridership data, transit operations, and industry best practices.

## Task 2: Stakeholder & Community Engagement

- Gather input from key stakeholders, including:
  - o Transit riders, local residents, and businesses
  - Municipal representatives from Temiskaming Shores, Cobalt, and neighboring communities
  - Local employers, healthcare providers, and educational institutions
  - Social service agencies and accessibility advocates
- Conduct public surveys, focus groups, and stakeholder workshops to assess transit needs and service expectations.

#### Task 3: Needs Assessment & Feasibility Study for Expansion

- Evaluate demand for transit service expansion into neighboring communities within a 45-minute radius, considering:
  - Potential ridership

- Population growth and demographics
- Key employment and service hubs
- Connectivity to major destinations
- Identify operational requirements, financial implications, and infrastructure needs for expansion.
- Assess the feasibility of alternative service models, such as:
  - Fixed-route expansion to underserved areas
  - On-demand or flexible transit solutions

#### Task 4: Service Improvement & Expansion Recommendations

- Develop strategic recommendations for:
  - Route optimization and enhanced scheduling
  - o Integration of digital tools
  - Increasing ridership and improving accessibility
  - Leveraging technology and sustainable transit options
- Identify policy and regulatory considerations for transit expansion.
- Provide a cost-benefit analysis of proposed service improvements and expansion plans.

## Task 5: Implementation Plan & Funding Strategy

- Develop a phased implementation plan, including:
  - Short-term, medium-term, and long-term actions
  - Budget estimates and funding strategies
  - Key performance indicators (KPIs) to measure success
- Align recommendations with the objectives of the Rural Transit Solutions Fund and explore additional funding opportunities.

# 8. Proposal Requirements

Each proposal shall follow the format described herein:

- 1. Transmittal letter that will include the name, title, address, and phone number of the primary consultant contact for the proposal.
- 2. Statement of Qualifications
  - a. Qualification summary of the company
  - b. Qualification summary of the staff intended for the project
  - c. Description of similar projects
- 3. References. Descriptions of up to three similar assignments completed by the project manager. Include the name of the client, contact person, and telephone number.
- 4. Project approach.
  - a. Provide a scope of work
  - b. Provide a list of tasks
  - c. Provide a project schedule

- 5. A discussion of proposed additions or modifications to the work scope included in this request.
- 6. Fee Proposal Proposed consultant fees for this project must be submitted in a spreadsheet format, i.e., Time Task Matrix. The fee structure shall reflect the total estimated fee for this project as described by the consultant in Section 4 above. Proposed resources for each task must be identified, including hours and wage rates for consultants and sub consultants. Elements that will be evaluated include:
  - a. Availability of resources from the consultant and sub consultant(s) for the project.
  - b. Estimated hours and fees to complete individual work elements.
  - c. Estimated total fee for the project based on hourly rates
- 7. City of Temiskaming Shores Forms (1 thru 3) at the bottom of this RFP.

## 9. RFP Schedule

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

Release of RFP: February 12<sup>th</sup>, 2025
 Deadline for Submitting Questions: February 28<sup>th</sup>, 2025
 Deadline for Responding to Questions: March 12<sup>th</sup>, 2025
 RFP Proposal Submission deadline: March 20<sup>th</sup>, 2025

• Council Resolution: April 1<sup>st</sup>, 2025

## 10. Project Authority

The Project Authority for issuance of the RFP is the Manager of Transportation Services for the City of Temiskaming Shores, reporting to the City Manager.

The awarding of the contract may be subject to the approval of City Council.

All inquiries shall be directed in writing via email.

## 11. Project Partners and Stakeholders

Decision making authority rests with the City of Temiskaming Shores and will include consultation with the public, other government bodies and interested community groups.

## 12. Deliverable Format

The project will be completed to the satisfaction of the City. Project formats include, but may not be limited to the following:

- i. All final reports will be required in digital format(s) (MS Office, PDF).
- ii. Maps and design plans shall be provided in digital format.

## 13. Project Schedule

- Project timelines are important to the City. Accordingly, a detailed project schedule with key milestones should be included in the proposal, (Final report shall be delivered to the City by September 26<sup>th</sup>, 2025);
- ii. The Consultant shall identify in the proposal the work that will be performed, based on the goals, objectives and deliverables of this RFP. It is the responsibility of the proponent to anticipate and identify all of the tasks required to perform this contract, whether or not they have been specifically identified within this RFP;

## 14. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary. The City is not obliged to seek clarification of any aspect of a proposal.

Representatives from the City will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposal. The City reserves the right to enter further discussions in order to obtain information that will allow them to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

The evaluation criteria will be as follows:

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM
	WEIGHT	POINTS	TOTAL POINTS
Qualifications, Expertise and Performance on Similar Projects			
Past ability to successfully complete projects within timelines and budgets.	6	10	60
Stability and reputation of firm.	4	10	40
Qualifications of technical support staff.	5	10	50
Qualifications of senior staff/project manager.	5	10	50
20%			
Proposed Manager and Support Team			
Past experience in directing / involvement with similar projects	5	10	50
Specialized expertise	5	10	50
Understanding of proposed project	5	10	50
15%			
Completeness and Schedule			
Availability of key staff	5	10	50
Demonstrated customer service program	5	10	50
Methodology and Schedule for delivery of service	5	10	50
Quality assurance program	5	10	50
20%			

Knowledge of City Regarding the Project			
Members of the team to be familiar with the City's infrastructure, and have a working knowledge of the area environment	10	10	100
10%			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.	35	10	350
35%			
Total:			1000

## 15. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Proposal meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

#### 16. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7<sup>th</sup>) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

## 17. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

## 18. Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

- 1. accept or reject any or all of the proposals;
- 2. if only one proposal is received, elect to reject it;
- 3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
- 4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
- 5. to waive irregularities and formalities at its sole and absolute discretion.

## 19. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

# 20. Sub-consulting & Subcontracting

The respondent will identify any Sub-Consultants and Sub-Contractors that will be involved in the engineering component of this project. Documentation is to be provided from the Sub-Consultants and Sub-Contractors stating that they have reviewed all parts of the detailed project schedule where their skills or expertise are required and are able to meet the timelines-milestones provided in the detailed project schedule.

# 21. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

## 22. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

## **Commercial General Liability**

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

## <u>Automobile Liability Insurance (If Applicable)</u>

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include City of Temiskaming Shores as an additional insured and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

# 23. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

# 24. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the

Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

## 25. Freedom of Information

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

## 26. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

## 27. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

# 28. Finalizing Terms

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's proposal without offering the other proponents, the right to amend their proposals.

# 29. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

## 30. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

## 31. Performance

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

#### 32. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;
- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration:
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

## 33. Cancellation

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the City. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any

reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid only goods and/or services which shall have been satisfactorily completed at the time of termination.

Should the City or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination not less than 60 days from the date of termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the contract.

#### 34. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

#### 35. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

# 36. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

## 37. Errors & Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

# Form of Proposal

Proponent's submission of bid to	:	
The Corporation of the City of Te	miskaming Shores	
Stipulated Bid Price		
We/I,  (Registered Compare)	ny Name/Individuals Name)	
Of, (Registered Address	s and Postal Code)	
Phone Number:	Email:	
We/I hereby offer to enter into accordance to the Proposal for a	· ·	s and/or services, as required in nd without HST):
Lump Sum Price: (excl. HST)	_\$	
Days to deliver once awarded:	-	
Acknowledgement of Addenda	l	
I/We have received and allowed for proposal.	for ADDENDA NUMBER	in preparing my/our
Bidder's Authorized Official:		
Title:		
Signature:		
Date:		

Form 1 to be submitted.

## **Non-Collusion Affidavit**

	the u		
he preparation and contents of the bid.	ne attached Proposal and	of all pertinent circums	stances respecting
Such bid is genuine and is not a	collusive or sham bid.		
Neither the bidder nor any of its coarties of interest, including this directly or indirectly with any other connection with the work for which directly or indirectly, sought by a other bidder, firm or person to fix its any overhead, profit or cost other bidder, conspiractly of Temiskaming Shores or an	affiant, has in any way oner Bidder, firm or personal the attached bid has be agreement or collusion or the price or prices in the element of the bid price by, connivance or unlawful	colluded, conspired, control to submit a collective en submitted nor has communication or contracted bid or of any or the price of any advantagreement any advantage.	onnived or agreed we or sham bid in a it in any manner, if erence with any other Bidder, or to dder, or to secure
The price or prices proposed in the conspiracy, connivance or unlaw representatives, owners, employed	wful agreement on the p	part of the Bidder or	
The bid, quotation or proposal of attempt to influence the outcome he person, company, corporation	of any City purchasing or	disposal process will b	e disqualified, and
Dated at:	this	day of	, 2022.
Bidder's Authorized Official:			
Title:			
Signature:			
Date:			
	Form 2 to be submit	ted.	

## **Conflict of Interest Declaration**

	se:		
□ I/We hereby confirm that the in our Proposal submission Agreement.			
☐ The following is a list of situ potentially a conflict of intere obligations under the Agreeme	est in our Company's P		
List Situations:			
In making this Proposal submissing knowledge of or the ability to avaconfidential information which may process) and the confidential in quotation evaluation process.	rail ourselves of confider y have been disclosed by	ntial information of the the City in the normal c	City (other than ourse of the RFP
Dated at:	this	day of	2022
Signature:			, 2022.
			, 2022.
Bidder's Authorized Official:			, 2022.
-			, 2022.
Bidder's Authorized Official:			, 2022.

**Appendix 01: Existing Transit Map** 

