

Request for Proposal – Red Book Development and Training Program Services



Hudson Bay Railway
Project # 861081

Closing at 2:00:00 pm local time in Winnipeg on 12 May 2023

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1. DEFINITIONS

Client	means the Owner.
Closing Date and Time	the date and local time after which Proposals will not be accepted.
Consultant	means the firm, individual, company or consortium that enters into the contract with the Owner to provide the services defined in Schedule A.
Contact Persons	means the individual(s) identified responsible for all communications pertaining to the RFP process. Proponents are solely to take direction from the Contact Persons during the RFP Period.
Discipline Leader	means the individual who acts as the contractor's respective principal representatives for the discipline on the Project.
Evaluation Committee	means the committee that will evaluate the RFP submissions within certain criteria and advise the Owner of the evaluation findings.
Owner	means Hudson Bay Railway Corporation.
Project Manager	means Colliers Project Leaders Inc., the project management firm retained by the Owner.
Proponent	means a company or firm intending to submit a Proposal and from whom a Proposal submission was received.
Proposal	means a submission in response to this RFP.
Successful Proponent	means the company or firm that has been identified as the company or firm with whom the Owner will initially discuss the contract arrangements based upon acceptance of the Proponent's Proposal.
Terms and Conditions	means the Terms and Conditions to be appended to the Contract between the Successful Proponent and the Owner.

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2. PROJECT OVERVIEW

This RFP is issued by Colliers Project Leaders Inc. (the “Project Manager”) acting on behalf of Hudson Bay Railway (the “Owner”). The Owner is seeking to retain a Consultant to develop a red book of track requirements and a training and certification program.

2.1 Background

The Hudson Bay Railway is a 632 mile railway running between The Pas, Manitoba and Churchill, Manitoba as well as The Pas, Manitoba to Flin Flon, Manitoba.

The railway is made up of the following subdivisions:

- The Pas Terminal Subdivision (4.7 miles)
- Flin Flon Subdivision, The Pas to Flin Flon (87.3 miles)
- Wekusko Subdivision, The Pas to Wabowden (136.4 miles)
- Thicket Subdivision, Wabowden to Gillam (189.7 miles)
- Thompson Subdivision, Thompson Junction to Thompson (30.5 miles)
- Herchmer Subdivision, Gillam to Churchill (183.7 miles).

2.2 Goals and Key Objectives

The primary objective is for the red book of track requirements and the training and certification programs to be developed by October 2023. All work is to be completed to the standards of Hudson Bay Railway.

Hudson Bay Railway is a community-owned railway which prioritizes relationships with Indigenous and local communities.

3. PROJECT INFORMATION

3.1 General Project Scope

The required scope of work is to provide the services described in Schedule A.

Responses to this RFP should be broken into the following phases:

Phase 1: Development and Delivery of Red Book

Phase 2: Training and Certification Program Proposal

The scope of work may be amended upon further recommendation by the Owner.

Hudson Bay Railway reserves the right to award Phase 1 and Phase 2 separately to different Proponents.

3.1.1 Phase 1: Development and Delivery of Red Book

1. The red book should be based on the VIA or CN-style of red book. Hudson Bay Railway is a former CN property and is familiar with TIGS, CN standards.

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2. Maintenance standards should be for Class 2 Bolted and CWR track. Hudson Bay Railway currently has approximately 80 miles of CWR track.
3. The red book must provide the following information:
 - a. Certification process for qualifying track inspectors.
 - b. Certification process for persons authorizing movements over broken rail.
 - c. List of safety critical maintenance and repair activities.
 - d. Track geometry management plan, which addresses a combination of track geometry conditions and calibration procedures.
 - e. Rail surface management plan, which addresses inspecting for crushed heads, flattened rail, corrugation, and rail end batter.
 - f. CWR management plan, which addresses comprehensive installation, inspection, and maintenance requirements.
 - g. Rail wear management plan, which addresses rail wear limits for each section (weight) of rail in service and prescribes the action(s) to be taken when rail approaches or exceeds limits.
 - h. Walking track inspection requirements, including identifying which lines of track require walking inspections or if it can be accomplished with electronic joint bar inspections.
 - i. Special trackwork inspection requirements, which includes grade crossing inspections.
 - j. Monthly switch inspection process and documentation requirements.
 - k. Detailed switch inspection requirements.
 - l. Tie inspection requirements, including defective ties and the process for identifying defective clusters.
 - m. Classification of HBR's yard tracks, including the speed of the class of track and associated requirements (i.e. changing of patrol schedules, etc.)
 - n. Slow order management, including how to classify and remove slow orders; management behind tie, ballast, and surfacing crews (i.e. step rate, track bed compaction and consolidation).

3.1.2 Phase 2: Training and Certification Program Proposal

- a. A proposal for a training and certification program to train and/or renew fifty (50) engineering employees per year for a three (3) year term.

3.2 Documents Provided

1. As required, Hudson Bay Railway will share additional documentation with all Proponents. Contact both Daniella Archer and Zafria Khan at the details below to request documentation.

Daniella Archer

Colliers Project Leaders

Daniella.Archer@colliersprojectleaders.com

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204.293.8224

Zafria Khan

Colliers Project Leaders

zafria.khan@colliersprojectleaders.com

437-221-5128

3.3 Project Schedule

1. The Project is to be completed as quickly as possible, while maintaining the planned quality.
2. The Proponent shall provide a Proposed Schedule to demonstrate the development and deliverable submission from both Phase 1: Development and Delivery of Red Book and Phase 2: Training and Certification Program Proposal to Hudson Bay Railway in three (3) to six (6) months, no later than October 2023. The adoption process should be able to begin immediately after the deliverables are submitted. The Proponent will develop a milestone schedule for their scope of services / work, identifying Project activities including required meetings with the Project Manager and the Owner.
3. The Owner or Owner's representative is available to meet weekly or bi-weekly, as required.
4. Consider the following high-level milestones:

Milestone	Date
Work Start	May 15, 2023
Kick-Off Meeting	May 2023
33% Progress Review Meeting	June 2023
66% Progress Review Meeting	July 2023
99% Progress Review Meeting	August 2023
Final Deliverables Submission	September/October 2023

3.4 Project Team

1. Refer to Schedule A – Scope of Services for full details.
2. The Proponent will designate a Leader as the Proponent's principal representative for the Project who shall not be changed without the prior written consent of the Owner. Refer to Schedule A – Scope of Services, for the Leader's responsibilities.
3. The Consultant will be working primarily with the following team members:

Team Member	Representative
Hudson Bay Railway	Brett Young, General Manager Nathan Gullacher, Chief Engineer Tim Keefe, Superintendent, Maintenance of Way
Colliers Project Leaders	Darcey Hormann, Project Principal Kelly Hamilton, Project Manager Daniella Archer, Assistant Project Manager Zafria Khan, Assistant Project Manager

3.5 Construction Delivery

This project will be delivered using a CCDC 2 (2020) – Stipulated Price form of contract.

4. INSTRUCTIONS TO PROPONENTS

4.1 Deadline and Address for Proposals

- Proposals must be received on or before the Closing Date and Time identified on the cover sheet of this RFP.

4.2 Submission of Proposals

- The “**Contact Persons**” for this RFP are:
 - Daniella Archer
 - Colliers Project Leaders
 - Daniella.Archer@colliersprojectleaders.com
 - 204.293.8224

 - Zafria Khan
 - Colliers Project Leaders
 - zafria.khan@colliersprojectleaders.com
 - 437-221-5128
- Proposals shall be submitted as a single file and a single email to the Contact Person. The e-mail shall contain a PDF attachment of the Proposal as appropriate and the body of the e-mail shall clearly indicate the name, e-mail address and phone number of the Proponent.
- The subject line shall clearly read:
 - “Hudson Bay Railway – Red Book and Training Program Development Consultant Proposal – *Company Name*”

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4. Electronic submissions not clearly marked may not be accepted at the sole discretion of the Owner and may be returned to the Proponent.
5. All permitted email communications with the contact person will be deemed as having been received by the contact person on the dates and times indicated on the contact person's electronic equipment.
6. The responsibility for delivering the Proposal to the Owner on or before the specified date and time will be solely and strictly the responsibility of the Proponent. The Owner will in no way be responsible for delays caused by network failure or a delay caused by any other occurrence.
7. If Proposals are too large to email, please contact the Contact Person in advance of the Closing Date and Time.

4.3 No Faxed Proposals

Proposals submitted by fax will not be accepted.

4.4 Amendments / Withdrawal of Proposals

Proposals may be amended or withdrawn by Proponents only by written request at any time prior to the Closing Date and Time. The Contact Person must receive all amendments or request for withdrawal prior to the Closing Date and Time, at the place for delivery of proposals described in Submission of Proposals above.

4.5 Time Open for Acceptance

Proposals shall be irrevocable and open for acceptance by the Owner for a period of 30 calendar days following the Submission Date.

4.6 Enquiries

1. It shall be the Proponent's responsibility to clarify any points in question prior to submitting the Proposal. All enquiries related to this RFP should be directed in writing via email before the Deadline for Proponent Questions indicated in Section 4.10 RFP Schedule to the Contact Person.
2. Information obtained from any source other than the Contact Person will not form part of this RFP and cannot be relied upon. The Owner retains the right to decline to answer a given enquiry. Enquiries and responses will be recorded and may in the Owner's discretion be distributed to all Proponents, or the Owner may keep either or both the enquiry and response confidential if in the judgement of the Owner it is fair or appropriate to do so. If the query is pertinent to all Proponents, then all Proponents will be advised.
3. Responses to questions will be circulated in an Addendum.

4.7 Addenda

1. The Owner may amend, supplement, or otherwise modify this RFP at any time and from time to time, only by written addenda. For certainty, written or oral responses to any enquiry will not be deemed to amend, add to, or alter the RFP in any way unless issued in the form of a formal written addendum. Addenda will be sent by e-mail only to parties that have registered their intent to propose/been invited to bid.

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2. By submitting a Proposal under this RFP, a Proponent will be deemed to have received all addenda, or to have elected to submit without regard for the addenda. No adjustment to a submission will be permitted after the Closing Date and Time on account of any addenda not received, and the Owner will have the authority to accept the submission of a Proponent that did not receive all addenda.

4.8 Availability of Documents

This Request for Proposal (“RFP”) is available only by invitation from Colliers Project Leaders or Hudson Bay Railway which are the official and sole distributor of this RFP and any addenda. If you obtained this document by any other means, be advised that you are not entitled to submit a Proposal and any attempted submission will be discarded.

4.9 Site Visit

1. No formal site visit will be arranged. See **3.2 Documents Provided** for details.

4.10 RFP Schedule

The Owner estimates the schedule for the RFP process will be as follows:

RFP Schedule	
Milestone	Date
RFP issued	April 25, 2023
Deadline for Proponent questions	May 5, 2023 at 2:00 PM CST
Last Day for Addenda to be Issued	May 8, 2023 at 2:00 PM CST
Closing Date and Time	May 12, 2023 at 2:00 PM CST
Anticipated Awarded Proponent	May 16, 2023

4.11 Correction of Errors

1. At the sole discretion of the Owner, the following minor errors on Proposals may be corrected in the manner described before or during evaluation:
 - a. Missing signature – Proponent shall submit a revised form with a signature with no other changes within 24 hours of requested correction.
 - b. Missing insurance certificate – Proponent shall submit a certificate within 24 hours of requested correction.
 - c. Missing or outdated *WSIB/WCB Insurance Certificate* – Proponent shall submit a current version of the form within 24 hours of requested correction.
 - d. Missing Occupational Health and Safety Attestation or Certificate. Proponent shall submit the requested information within 24 hours of requested correction.
 - e. Blanks or errors in Schedule B – Proposal Submission Form – Proponent shall submit a revised form with completed information and no other changes within 24 hours of requested correction.

4.12 Debriefing

A debriefing for unsuccessful Proponents will be provided on request only. Should a Proponent desire a debriefing, the Proponent should contact the Contact Person. The debriefing will include an outline of the high level reasons the submission was not successful, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. Pricing and ranking of Proponents will not be discussed.

5. SUBMISSION INSTRUCTIONS

5.1 Response Format

1. Proponents are requested to prepare their response as follows:
 - a. All elements of the Proposal response should appear in the same order as noted in the RFP with section labels matching the Section labels listed in the RFP. The evaluators are not obliged to look in other sections for content to respond to the submission requirements of each section.
 - b. Proposals are to be formatted 8 ½" x 11" pages. Where a schedule is requested, it may be accepted on 11x17" paper.
 - c. Proposal text is to be displayed in font size 11, preferably in Arial font style.
 - d. The entire content of the proponent's proposal must be submitted in a fixed form. The content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.
 - e. Concise submissions are encouraged.

5.2 Proposal Content

5.2.1 Letter of Submission

1. Provide a letter of submission giving an executive summary of the Proposal (maximum one (1) page).

5.2.2 Section A: Proposal Submission Form and Mandatory Criteria

1. Submission Form: Submit a properly executed and signed Schedule B – Proposal Submission Form / Technical Proposal Submission Form (Mandatory).
2. Occupational Health and Safety WSIB/WCB (Mandatory): Proponents shall submit their current Workers Compensation Board rating or clearance notice.
3. A certificate from the proponent's insurer showing that the proponent is able to obtain the insurance coverage identified in the Schedule B (Mandatory)

5.2.3 Section B: Understanding of the Project

Convey your understanding of the Owner and the Project. The Proponent may refer to Comparable Projects in Section F and/or provide other Projects as examples to illustrate your points as needed. (Maximum 3 pages):

5.2.4 Section C: Corporate Qualifications

Provide the following information to convey the capability of your firm to deliver the Project:

1. Provide a profile of the Proponent's firm outlining the qualifications, year founded, current number of staff in the province, and the depth of resources available to assist the Project Team (Maximum 1 page):.
2. A **list** of similar projects (scope, size, complexity) that your firm has completed over the past five (5) years along with a concise description of the lessons that your firm learned from each project and how this knowledge will benefit the Project.

5.2.5 Section D: Proponent's Team

Provide the following information to convey the capability of the team you have assigned to deliver the Project:

1. Organizational Chart (Maximum 1 page): Provide an organizational chart to identify the individuals assigned to the Project and their roles. The key personnel shall not be changed for the duration of the Project unless authorized by the Owner in advance.
2. Resumes (Maximum 2 page per Resume): Include resumes for the individuals assigned to this Project in an appendix to your submission.

5.2.6 Section E: Project Delivery Approach

Provide the following information to convey your plan and approach to deliver the project successfully (Maximum 4 pages).

1. Describe or illustrate (in writing or graphics) the proposed approach to execution of the project and what methodologies will be used to guide the completion of the deliverables.
2. Proponents are encouraged to use methodologies and processes that have proven successful on projects of similar size, type, and complexity.
3. Include a narrative explaining your plan and approach for inclusion of Indigenous and local communities in the execution of the project.

6. EVALUATION

6.1 Evaluation Stages

Proposals will be evaluated in three stages by an Evaluation Committee appointed by the Owner:

6.1.1 Stage 1: Evaluation of Mandatory Criteria (Section A)

Proposals that do not meet the mandatory criteria will be rejected.

6.1.2 Stage 2: Evaluation of Technical Criteria (Sections B through E)

The Evaluation Committee will evaluate and score the Proposal information provided. For each criterion, each Proposal will be assessed, and points will be awarded on the basis of

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the extent to which the requirements of the RFP documents are satisfied, and the comparative merit of the individual Proposal as compared to other Proposals.

6.1.3 Stage 3 - Evaluation of Financial Criteria

Points will be awarded based on the percentage difference between the Proponent's financial offer and the lowest responsive financial offer. The lowest responsive financial offer will receive the full awarded points and other financial offers will be allocated points pro-rata to the extent they exceed the lowest responsive financial offer. The formula used to calculate the awarded points as well as an example is provided below.

$$\text{Full points} - \left[\frac{(\text{Proposed Fee}) - (\text{Low Cost Responsive Fee})}{(\text{Low Cost Responsive Fee})} \right] \times \text{Full Points} = \text{Awarded Points}$$

Example: A Proponent's financial offer is \$2,000 and the lowest financial offer is \$1,500. The lowest financial offer would be awarded the full points (20 points in this example) while the Proponent that offered \$2,000 would be awarded 13.33 points.

$$20 - \frac{(\$2,000.00 - \$1,500.00)}{\$1,500.00} \times 20 = 13.33 \text{ awarded points}$$

6.2 Rejection of Unacceptable Proposals

The Evaluation Committee may reject a proposal, including a proposal from a Proponent that complies with the Mandatory Requirements, if the proposal does not score more than 65% on the technical evaluation at any stage.

6.3 Evaluation Criteria and Weighting

1. The Evaluation Committee will use the following point distribution for scoring Proposals:

Category	Section Evaluated	Maximum Points
Mandatory Criteria	A	Pass/Fail
Understanding of the project	B	25
Corporate Qualifications	C	20
Proponent's Team	D	20
Project Delivery	E	25
Fee	Fee Proposal	10
Total score		100

6.4 Additional Information

The Evaluation Committee may, at its discretion, request clarifications or additional information with respect to any proposal. The Evaluation Committee may make such requests to only selected proposals without making the same requests for all proposals.

The Evaluation Committee may consider such clarifications or additional information and may re-score a proposal.

6.5 Selection

1. The Evaluation Committee will rank the Proponents and will select the highest scoring Proponent as the Successful Proponent.
2. If two or more Proponents have the same final score for the combined technical and financial scores, the Proponent with the higher technical score will be selected as the Successful Proponent.

7. GENERAL CONDITIONS

7.1 Owner's Rights

The Owner reserves the right to:

1. Reject any and all Proposals,
2. Accept any Proposal in whole or in part, including the lowest priced or any Proposal;
3. Waive any minor irregularities in any Proposal;
4. Reject a Proposal that the Owner deems to be incomplete;
5. Negotiate for the modification of any single Proposal;
6. Cancel this RFP at any time and issue a new RFP for the same or similar work;
and
7. Reject any submission or terminate any resulting agreements for failure to disclose the information required Schedule B.

7.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any negotiations or discussions with the Owner or its representatives and consultants, relating to or arising from this RFP.

7.3 No Claims

The Owner and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

7.4 Accuracy of Information

1. The information contained in this Request for Proposal is supplied for selection of Proponents and is not guaranteed or warranted to reflect the final project.

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2. While the Owner has used considerable efforts to provide accurate information, it is not guaranteed or warranted to be accurate, comprehensive, or exhaustive. However, the same information is available to all Proponents.
3. Proponents will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the Owner or its representatives, agents, consultants, and advisors, with respect to such information.

7.5 No Collusion

By submitting a Proposal the Proponent, and each firm, corporation, or individual member of the Proponent, represents and confirms to the Owner, with the knowledge and intention that the Owner may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

7.6 Conflict of Interest

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the Owner, or any known participants in the project.

7.7 Ownership of Submissions

All submissions submitted shall become the property of the Owner.

7.8 Confidentiality

Proponents shall treat all information received through this RFP process and subsequent contract award as confidential and will not disclose such information to any person except with the prior written consent of the Owner.

7.9 Working Language

All Proposals must be written in English.

[End of Section]

Schedule A – Scope of Services

General

The Consultant shall:

- a. Coordinate services of all sub-consultants (if applicable).
- b. Provide the services of a consistent team of resources from Project start.
- c. Coordinate with regulating bodies to ensure all required permits are secured.
- d. Attend and participate in a Kick-Off Meeting which is to be scheduled after contract award.
- e. The Contractor shall conform to the Owner's Health and Safety Requirements. The Contractor shall maintain health and safety processes that comply with or exceed the following minimum standards:
 - i. maintain all required health and safety licenses and permits in compliance with applicable legislative requirements for the duration of the Work;
 - ii. implement processes to assess hazards and implement control measures;
 - iii. confirm and document their Workers' ability and competency to assess and control task hazards that may impact the Workers employed by the Consultant or their Subconsultants, and other Workers in the Consultant's Workplaces or on the Project site;
 - iv. train their Workers and retain evidence that each of their Workers has been trained and is competent to perform their Work safely; and
 - v. require all the Workers employed by them or their subconsultants to receive site safety orientation, participate in the Projects site safety program, and retain documented evidence of such orientation and participation.
- f. Require their subconsultants to maintain the health and safety standards identified in Section 1 for their own Workers.
- g. Retain documented evidence of compliance with the Consultant's health and safety requirements and shall produce such evidence when requested by the Owner.

Diversity and Inclusion

The Contractor shall:

- h. On request, provide evidence that all personnel Working on the Project have received Diversity and Inclusion training.
- i. Report to the Owner any incidents of harassment and discrimination perpetuated by or experienced by the employees of the Contractor or their Subcontractors within 2 days of becoming aware of such incidents.
- j. As part of the report to the Owner, include a corrective action plan that must be acceptable to the Owner.

- k. Provide a report containing evidence of inclusion of Indigenous and local resources (workforce, equipment, materials, etc.)

Phase 1: Development and Delivery of Red Book Deliverables

The Contractor shall:

- l. Provide one hundred (100) hard copies of the red book containing track requirements for Hudson Bay Railway.
- m. Provide one (1) electronic PDF version of the red book containing track requirements for Hudson Bay Railway.

Phase 2: Training and Certification Program Proposal Deliverables

The Contractor shall:

- n. Provide one (1) hard copy of a proposal for the training and certification program.
- o. Provide one (1) electronic copy of a proposal for the training and certification program.

[End of Schedule A]

Schedule B – Proposal Submission Form

Project #861081

Consultant Services for Hudson Bay Railway – Red Book and Training Program Development

Complete this form and include in Section A of the Proposal.

1. Proponent:

Name of Proponent:	
Address:	
Phone:	
e-Mail:	

2. Confirmation of Proponents Team:

We confirm that: _____ (name of Discipline Leader) will serve in the capacity of Discipline Leader for the duration of the project. We confirm the following members of the Proponent’s Team:

Position	Name	Firm

3. Total Cost:

For the services as detailed in “Request for Proposal – Contractor for Hudson Bay Railway – Red Book and Training Program Development, the total cost including all disbursements (but excluding GST / HST) shall be:

Phase 1 Total Cost	\$
Phase 2 Total Cost	\$

4. Rate Sheet

The Hourly rate for resources if required for additional work will be:

Name of Personnel	Position	Rate \$/h	Per Diem Rate \$

Name of Personnel	Position	Rate \$/h	Per Diem Rate \$

5. Disclosures

1. Proponents must disclose the following:
 - a. All personal relationships between any person in the Proponent organization or any Consultant organization with any employee of the Owner who makes recommendation concerning the award of the Project contemplated within this RFP.
 - b. All personal relationships between any employee or immediate relative of an employee of the Owner that has any direct, or indirect pecuniary interest, or directorship with respect to the Proponent.
 - c. Any matter involving a dispute with a claimed value in excess of \$100,000 which is subject of any current, pending or threatened mediation, arbitration or litigation proceeding.
 - d. Particulars of any proceedings involving the Proponent under the Bankruptcy and Insolvency Act (Canada), the Companies Creditor Arrangement Act (Canada) or similar legislation.
 - e. Details of any donations of any kind, with a dollar value in excess of \$25,000 directed to the Owner made in the past 2 years.
2. I/We hereby disclose the following: (indicate “Nothing to disclose” if n/a)

6. Commitments

I/we commit to:

1. I/We commit to advise the Contact Person of any change in the matters requiring disclosure during the RFP process or intended negotiation period.

7. Addenda

This proposal is based on the RFP and Addenda ____ to _____. By submitting a proposal under this RFP, I/we confirm I/we have received all Addenda, or to have elected to submit without regard for the Addenda. No adjustment to a submission will be permitted after the Closing Date and Time on account of any Addenda not received, and the Owner will have the right to accept the submission of a Proponent that did not receive all addenda.

Signature

Date

Name

Title

Witness

Date

Name

Attachments:

- 1) WSIB Insurance Certificate
- 2) Statement from Insurer

[End of Schedule B]