



**CITY OF CHARLOTTETOWN**

**REQUEST FOR PROPOSALS**

**Engineering Consulting Design and Project Management  
Services for the**

**REMEDICATION OF EAST ROYALTY LANDFILL SITE  
(STAGE 1 & 2 OF 4)**

**September, 2017**

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## 1.0 INTRODUCTION AND PURPOSE

Proposals shall be submitted by completing this document and placing it in a sealed envelope, clearly marked on the outside, "**Engineering Consulting Design and Project Management Services /Remediation of East Royalty Landfill Site (Stage 1 & 2 of 4), Controller; 3rd Floor City Hall**", and must be received by the Controller before **2:00:00 pm local time on September 18, 2017**. It is the responsibility of the bidder to deliver the sealed tender to the **3<sup>rd</sup> floor of City Hall** before the time indicated. Late proposals will not be accepted and will be returned to the Proponent.

Any addenda will be posted on the City of Charlottetown website at [www.charlottetown.ca/tenders.php](http://www.charlottetown.ca/tenders.php). Proponents are responsible for checking the website for proposal/quote/tender notices, documents, and addenda. The City is not responsible for ensuring bidders have obtained addenda.

**A single digital media copy or three hard copies of your firm's proposal are to be submitted in a sealed envelope clearly marked to identify contents.** No fax, email or electronic documents will be accepted as the sole method of submission although an electronic copy (PDF or Microsoft WORD) of the proposal would be appreciated either included in the envelope noted above or e-mailed following the closing date and time. It is the proponent's responsibility to ensure that the hard copies of their submission are received prior to the deadline noted above. **There will be a public opening of proposals received immediately after closing.** The selection of vendor resulting from this Request for Proposal, shall be done, upon approval by City Council, as soon as practical after proposal evaluations have been completed. Results of this Request for Proposal will be posted on the City's awards webpage at [www.charlottetown.ca/awards.php](http://www.charlottetown.ca/awards.php).

This RFP creates no obligation on the part of the City of Charlottetown to award the contract or to reimburse proponents for proposal preparation expenses. The City of Charlottetown reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this request, and to negotiate in any manner necessary best serve the interest of the City. The decision on which tender best satisfies the needs of the City rests solely with the City and any decision is not open to appeal. Submissions will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict in connection with this project. The City specifically reserves the right to reject all tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional tenders. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the City or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

At the election of the City, whether or not a bid or bidder otherwise satisfies the requirements of the RFP, the City may reject summarily any bid received from a corporation or other person which has been anyway involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the request for Proposals was published.

The City's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with the City or other institutions.

The City may prohibit a proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the proponent to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the City.

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps deemed necessary to resolve the conflict. If, during the term of the contract, a conflict or risk of conflict of interest should arise, the Contractor will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

The City will pay the successful proponent via Electronic Funds Transfer. The successful proponent will be required to provide the necessary information for registration on the City's payment system.

Any questions in respect of this Request for Proposals, please contact Amanda Cheverie, Controller at [acheverie@charlottetown.ca](mailto:acheverie@charlottetown.ca). Questions must be received no less than three (3) business days before the closing date.

## **1.1 PURPOSE**

**The purpose of this request for proposal (RFP) is to obtain the engineering consulting design and project management services of an environmental consulting company or partnership of companies to carry out the first two stages of the remediation of the East Royalty Landfill Site, an 85 acre retired (1981) municipal dump site bordering on Wrights Creek.**

**The first two stages of the construction phase of project includes:**

- **Excavating, relocating and grading the existing (topographical grading plan) cover material including storm water management**
- **Creating a formal monitoring network system of wells at this site, to monitor environmental output (i.e., leachate, gas)**

The future site projects for stage 3 would include the engineered landfill cover and for stage 4 would include the passive gas vents.

## 2.0 REQUEST FOR PROPOSAL TERMS

The City has formulated the terms and procedures set out in this RFP to ensure that it receives proposals through an open, competitive process, and the Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their proposals.

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms.

## 2.1 DEFINITIONS

Throughout this Request for Proposal, terminology is used as follows:

- a) **“City”** means The City of Charlottetown.
- b) **“Administrator”** means the person or persons designated within the bylaws of the City as responsible for giving direction to or negotiating with a potential or successful proponent.
- c) **“Agreement”** means the written agreement, consisting of the agreement documents signed between the City and the successful proponent pursuant to this RFP and the successful proposal.
- d) **“Agreement Documents”** means the instructions to proponents, scope of service, addenda, response to the RFP, and the acceptance of proposal together with all subsequently negotiated agreements, written amendments, modifications, and supplements to such documents and all written authorizations signed by the administrator(s) amending, deleting, or adding to the contract.
- e) **“Contract”** means the written agreement or Purchase Order resulting from this Request for Proposal, in accordance with this Request for Proposal.
- f) **“Contractor”** means a successful Proponent to this Request for Proposal who enters into a written Contract with the City.
- g) **“Must”, “mandatory”, “required”, or “shall”** means a requirement that must be met in order for a proposal to receive consideration.
- h) **“Proponent”** means an individual or a company that submits, or intends to submit, a Proposal in response to this “Request for Proposal”.
- i) **“Proposal”** means the Proponent’s response to this “Request for Proposal”.
- j) **“Requirements”** means those services described in the Scope of Service section of this RFP.
- k) **“Should” or “desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

## 2.2 NO OBLIGATION TO PROCEED

Though the City fully intends at this time to proceed through the RFP, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that

the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City.

### **2.3 CANCELLATION**

The RFP may be cancelled in whole or in part without penalty, when, in the opinion of the City:

- i. There has been a substantial change in the requirements after this RFP has been issued;
- ii. Information has been received by the City, after issuance of this RFP, that the City feels substantially alters the specified procurement;
- iii. There was insufficient competition in order to provide the level of service, quality of goods, or pricing required, or;
- iv. The City, in its sole discretion, decides that there is any other sufficient justification to cancel this RFP.

The City of Charlottetown may cancel this RFP, reject all proposals, or seek to acquire the subject of this RFP through a new RFP or by other means.

The City reserves the right to cancel any request for tender at any time without recourse by the contractor. The City has the right to not award this work for any reason including choosing to complete the work with the Owners' [sic] own forces.

### **2.4 CITY'S DECISION-MAKING**

The City has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own absolute and unfettered discretion.

### **2.5 ENQUIRIES**

The City has endeavoured to provide complete, correct information and estimates to enable proponents to properly assess and determine the scope and complexity of the work required to submit a response to this RFP. Proponents are solely responsible for determining if they require more information or if anything appears incorrect or incomplete, and for contacting the person named in this RFP if they have any questions whatsoever prior to the closing date. All enquiries related to this Request for Proposal are to be directed, in writing, by email, to the City Controller, Amanda Cheverie, ( [acheverie@charlottetown.ca](mailto:acheverie@charlottetown.ca) ). Information obtained from any other source is not official and should not be relied upon. The City will not be responsible for any verbal statement, instruction, or representation. Enquiries and responses will be recorded and may be distributed to all Proponents at the City's option by way of an addendum. Any enquiries regarding this Request for Proposal must be submitted at least three (3) working days prior to the closing date. Any enquiries submitted after this date may remain unanswered.

## **2.6 ERRORS AND OMISSIONS**

Any ambiguities, inconsistencies, uncertainties or other errors related to this document of which any proponent may become aware should be directed, in writing, to the Controller, Amanda Cheverie ([acheverie@charlottetown.ca](mailto:acheverie@charlottetown.ca)). If necessary, response to such items shall be made by way of an addendum, which will be posted, serially, on the tender page of the City's website.

## **2.7 ADDENDA, CORRECTIONS, OR EXTENSIONS**

The City of Charlottetown reserves the right to modify the terms of this Request for Proposal by way of an addendum at any time prior to closing, at its sole discretion.

## **2.8 ELIGIBILITY**

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with this RFP.

## **2.9 EVALUATION COMMITTEE**

Evaluation of proposals will be by a committee formed by the City.

## **2.10 EVALUATION AND SELECTION**

Proposals will be evaluated against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. The City's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

By responding to this Request for Proposal, Proponents will be deemed to have accepted all the terms, conditions, and/or specifications herein and have agreed that the decision of the Evaluation Team will be final and binding.

## **2.11 PROPOSAL CLARIFICATION**

The City reserves the right, upon reasonable notice, to interview, examine, and make inquiries of any proponent after the closing date, generally, and also for the purpose of clarifying or verifying any particular portion of the proposal submitted, which may, in the opinion of the City, be unclear or require verification. All Proponents agree at their own expense to attend such interviews, and to fully co-operate with the City on any such inquiry, and to provide, at the Proponent's own expense, any such clarification and/or verification as requested by the City. Inquiries made of one or more proponents for the above purpose will not obligate the City to clarify or seek further information from any or all other proponents.

## **2.12 DEBRIEFING**

Unsuccessful Proponents may request a debriefing meeting with the City.

### **2.13 SIGNED PROPOSALS**

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal. All proponents who operate through an incorporated company shall affix their corporate seal to the submission documents in addition to the authorized signature.

### **2.14 ALTERNATIVE SOLUTIONS**

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

If alternative solutions are offered, which, in the Proponent's opinion may be advantageous to the City, economic or otherwise, please submit the information in the same format as a separate proposal. This alternative should clearly enumerate the advantages as well as any associated cost implications. Please indicate that it is an alternative to the initial submission and not a replacement by writing "Alternative Submission #" on the envelope as well as in the document itself.

### **2.15 CHANGES TO PROPOSAL WORDING**

The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the City for purposes of clarification.

### **2.16 IRREVOCABILITY OF PROPOSALS**

A Proponent 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 that proponent for this Request for Proposal. Any proponent may withdraw or qualify his/her proposal at any time up to the official closing time by re-submitting a new proposal to the City. The time and date of receipt will be marked thereon and the new proposal will be placed in the tender box. The new proposal shall be marked on the sealed envelope by the Proponent as "Resubmission #" along with the name of the Request for Proposal and to the attention of the Controller, as noted above in the Request for Proposal. Proposals may be withdrawn at any time prior to opening upon written request from the proponent. Negligence on the part of the proponent in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the tender opening.

Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be successful and the City should decide to proceed, the Proponent will enter into a contract with the City of Charlottetown by either signing a contract document or accepting a Purchase Order issued by the City.

### **2.17 ASSIGNMENT**

This RFP and any resulting contract may not be assigned by either party without the prior written consent and approval of the other party, which consent may not be unreasonably withheld; provided however, either party, without such consent, may assign or sell the same in connection with the transfer or sale of substantially its entire business to which this contract pertains or in

the event of its merger or consolidation with another company. Any permitted assignee shall assume all obligations of its assignor under this contract. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder.

## **2.18 CONFIDENTIALITY**

The successful proponent agrees not to release or, in any way, cause to release any confidential information of the City of Charlottetown unless an appropriate official of the City has specifically approved them to do so in writing.

The Proponents agree to treat all information contained in this Request for Proposal as confidential, to use such information only for purposes of responding to this Request for Proposal, and not to disclose any such information, in whole or in part, to any other party without the express prior written consent of either party or pursuant to legal power, other than: a) to an agent who in the City's reasonable opinion, is seeking information on behalf of the Proponent, b) to a party used by the City to evaluate the Proponents creditworthiness. Each party agrees to allow the other party to store contact information, such as names, phone numbers, and email addresses for its business representatives, in any country where that party does business and to use such information internally and to communicate with the other party for the purposes of their business relationship. Proponents agree to handle any personal information that it may gain access to through this RFP in accordance with the requirements of privacy laws, and in a manner consistent with the City's published privacy policies, as amended from time to time.

## **2.19 CONFLICT OF INTEREST**

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps they deem necessary to resolve the conflict. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the successful proponent will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

## **2.20 LAWS OF PRINCE EDWARD ISLAND**

This Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Prince Edward Island.

## **2.21 FINAL AGREEMENT**

This solicitation does not contain all terms and conditions necessary for conducting business with the City of Charlottetown.

## **2.22 GRATUITIES**

The City of Charlottetown may, by written notice to a proponent, cancel any contract if it is found by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or

given by the proponent, or the agent or representative of the proponent, to any employee or agent of the project with a view toward securing favorable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract.

### **2.23 PERFORMANCE**

The City has the right to cancel agreements based on performance with the City as the sole judge of that performance.

### **2.24 VALIDITY OF PROPOSALS**

All Proposals must remain valid and open for acceptance by the City for a period of one hundred, twenty (120) days after the closing date. This period may be extended if requested by the City and agreed to by the Proponent in writing.

### **2.25 PROPOSED CONTRACT TERM**

The proposed term of this agreement shall be for the duration of stages 1 and 2 of this project.

## **3.0 SCOPE OF WORK**

### **3.1 REQUIREMENTS AND SCOPE OF SERVICE**

The City of Charlottetown invites proposals to provide the following:

#### **Research and Data Collection**

Proponents will be required to research local environmental regulations with respect to landfill monitoring and review relevant existing documents including:

- Human Health Risk Assessment (Jacques Whitford, September 2004) (available from the Charlottetown Parks and Recreation Department)
- Landfill Closure Plan (Jacques Whitford, April 2005) (available from the Charlottetown Parks and Recreation Department)
- Parks Master Plan (2007) - Available on the City's website [www.charlottetown.ca/2007recreationmaterplan.php](http://www.charlottetown.ca/2007recreationmaterplan.php)
- Waste Resource Management Regulations, Province of Prince Edward Island, 2014 (available from the Province of Prince Edward Island)
- Leachate Monitoring Results –Josse Environmental Consulting Inc. (2013-2017) (available from the Charlottetown Parks and Recreation Department)
- Information on fill materials sent to the site (2005-2016) (available from the Charlottetown Parks and Recreation Department)

#### **Analysis of Existing Infrastructure**

- Determine the footprint of garbage boundaries and the general cover material depth of the site
- Review of existing plans related to the landfill site
- Review of existing uses outside the fenced landfill area within the East Royalty site (i.e., Trails for walkers and bikers; Acadian Forest restoration efforts)
- Provide the City with direction and recommendations on how to implement stages 1 & 2
- Review of current City and Provincial legislation related to land fill site remediation

#### **Services Required**

- Design Costs
  - Survey data acquisition and detailed design
  - Construction tender preparation and coordination (tender advertising paid by the City)
  - Probable estimate of cost prior to construction tender for stages 1 & 2
  - Submission to the City of two copies and 1 PDF format of tender spec and drawing set
  - Review of tender submissions and recommendation on award

- Contract Administration Costs for Awarded Construction Project
  - Preparation of CCDC or other similar formal contract
  - Review and recommendation on contract changes
  - Progress estimate review and recommendation for payment
  - Delivery to City of two paper copies and one digital as-built drawings
- Project Management costs for Awarded Construction Project
  - Indication of estimated construction timeframe for City reference/budget
  - Weekly on-site inspection at a set fee
- Project Start and Completion
  - It is desired that this design work be initiated as soon as possible after being awarded so that we may proceed to construction tender this fall, so project will take place this fall.

### **Visualizing the Future**

- Future recommended use options
- Identifying key partnership opportunities/funding for the next steps in rehabilitation

### **Setting the Direction**

- Articulation of required policies and objectives
- Resources requirements including monitoring of wells and leachate
- Recommendations on next steps for rehabilitation
- Recommendations for use of site, upon completion of stages 1 & 2.

## **3.2 ANTICIPATED TIMEFRAMES**

The following outlines the anticipated schedule for the Request for Proposal and contract process. The timing and sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by the City of Charlottetown.

### **Event Anticipated Dates**

Request for Proposal issued	<b>September 5, 2017</b>
Last Date for Submission of Questions	<b>September 13, 2017</b>
Request for Proposal closes	<b>September 18, 2017</b>
Review of Proposals	<b>September 2017</b>
Contract Award	<b>September 2017</b>

### **3.3 REQUIREMENTS FOR PROPOSAL PREPARATION**

#### **Proposal Format**

Proponent proposals must be submitted in the format outlined below. Proponents are free to further segment these main sections into sub-sections, as they deem appropriate.

- Letter of Intent
- Action Plan (based on scope of work in Section 2)
- Biographies
- Financial Proposal
- Additional Information

#### **Letter of Intent**

Proponent's proposal should include a letter of intent as a cover to the proposal. This letter must clearly identify any and all partners or subcontractors involved in the bid and must clearly identify the lead (prime) individual or company. A contact from the lead company must be provided and an authorized employee must sign the letter. Failure to submit a letter of intent will disqualify the proponent from the evaluation process.

#### **Action Plan**

This section should provide a detailed Action Plan with a description of methodologies used, work to be performed, including estimated start dates, completion dates, the total effort required for each assigned resource, critical paths and all associated costs.

#### **Biographies**

In this section, the proponent must provide biographies of key resources / team used for plan development.

#### **Financial Proposal**

In this section, the proponent must provide a firm fixed lump sum fee for the project.

#### **Additional Information**

Include any additional information that could not have been presented in earlier sections.

#### **References**

Identify at least three clients who have utilized your services including appropriate contacts with phone numbers and email addresses.

## 4.0 EVALUATION CRITERIA

All proposals must be complete and convey all of the requested information in order to be considered responsive.

Proponents are requested to respond to each section of the RFP as described in Section 3.3, *Proposal Format*.

### **Criteria for Proposal Evaluation**

Proposals will be evaluated according to the following criteria.

The Proposal with the highest points score (i.e. Technical Proposal + Financial Proposal) will be considered the preferred proposal.

### **Technical Proposal Evaluation**

#### 1. Ability to Conduct Work (30 points).

- Project Manager, relevant experience and position in organization (scoring/9);
- Qualifications of personnel assigned to project (scoring/9);
- Availability of dedicated personnel for duration of project (scoring/5);
- Experience on similar projects (scoring/7).

#### 2. Methodology Proposed (30 points).

- Demonstrated understanding of scope and objectives of project (scoring/10);
- Recognition of direct and peripheral problems and solutions offered (scoring/10);
- Demonstrate that the end product meets project objectives (scoring/5);
- Proposed methodology – fully described, clearly stated and easily verified (scoring/5).

#### 3. Management of the Work (20 points).

- Schedule of project (scoring/7);
- Quality control (scoring/5);
- Reporting (scoring/5);
- Outside resources (scoring/3).

#### 4. Proposal Presentation (5 points).

- How well does the overall quality of the proposal match that expected of the final project (scoring/2);
- To what extent has the information required in the RFP been provided (scoring/3).

**Financial Proposal Evaluation**

5. Service Fees (15 points).

- Fees will only be evaluated following the successful completion of the Technical Evaluation whereby the proposal attained at least 65 of 85 points.
- Proposals not providing a firm fixed report package fee will be disqualified and not considered regardless of the Technical portion;
- Points shall be awarded on the following basis;

15 points for the Lowest Proposed Fee

14 points for all Proposed Fees  $\leq$  110% of the Lowest Proposed Fee

13 points for all Proposed Fees  $\leq$  115% of the Lowest Proposed Fee

12 points for all Proposed Fees  $\leq$  120% of the Lowest Proposed Fee

11 points for all Proposed Fees  $\leq$  125% of the Lowest Proposed Fee

10 points for all Proposed Fees  $\leq$  130% of the Lowest Proposed Fee

9 points for all Proposed Fees  $\leq$  135% of the Lowest Proposed Fee

8 points for all Proposed Fees  $\leq$  140% of the Lowest Proposed Fee

7 points for all Proposed Fees  $\leq$  145% of the Lowest Proposed Fee

6 points for all Proposed Fees  $\leq$  150% of the Lowest Proposed Fee

5 points for all Proposed Fees  $\leq$  160% of the Lowest Proposed Fee

4 points for all Proposed Fees  $\leq$  170% of the Lowest Proposed Fee

3 points for all Proposed Fees  $\leq$  180% of the Lowest Proposed Fee

2 points for all Proposed Fees  $\leq$  190% of the Lowest Proposed Fee

1 point for all Proposed Fees  $\leq$  200% of the Lowest Proposed Fee

0 points for all Proposed Fees more than twice the Lowest Proposed Fee

**PROPONENT INFORMATION SHEET:**

Proponent (Firm) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Website: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
NAME (Please print) TITLE (Please print)

\_\_\_\_\_  
AUTHORIZED SIGNATURE DATE

(Affix Corporate Seal)