



**Request for Proposal**

**For**

**CONSULTING SERVICES FOR  
CP RAIL CROSSINGS SAFETY ASSESSMENT AND  
WHISTLE CESSATION REVIEW  
RFP #: 2020-04-08-001**

**Issued: April 16, 2020**

Proposals will be received up to **2:00 P.M. (Alberta Time) on April 30, 2020.**

RFP and accompanying documents available for download on:

- Alberta Purchasing Connection website at <http://www.purchasingconnection.ca>
- Town of Innisfail website at <http://www.innisfail.ca/business/plans-projects>

## **SUBMISSION INSTRUCTIONS**

A Proposal can be submitted as follows:

- 1) By forwarding a hardcopy and PDF copy (on USB flash drive) of the Proposal to:

The Town of Innisfail  
4943 53 Street  
Innisfail, AB T4G 1A1  
Attention: Steven Kennedy, Director of Operational Services

Proposals will be received up to **2:00 P.M. (Alberta Time) on April 30, 2020.**

All proposals should be in a sealed envelope and marked as follows:

**CONSULTING SERVICES FOR  
CP RAIL CROSSINGS SAFETY ASSESSMENT AND  
WHISTLE CESSATION REVIEW  
RFP #: 2020-04-08-001**

**Proposals must be received by the submission deadline outlined above. Delivery of Proposals prior to the closing date and time is the sole responsibility of Proponents. Proposals received after the closing date and time will not be considered regardless of the reason for the late delivery. The official time of receipt shall be determined by the time clock stamp at the Town Administration Building Reception Desk. Proposals shall be time-stamped and initialled upon receipt by the Town. The Town will not accept Proposals by fax or email.**

**This Request for Proposals (the “RFP”) is issued by The Town of Innisfail (the “Town”).**

**This RFP consists of the following sections:**

- 1. Instructions to Proponents and RFP Procedural Rules**
- 2. Terms of Reference**
- 3. Submission Form**

## Section 1 – Instructions to Proponents and RFP Procedural Rules

### a. Applicable Trade Treaties

Proponents should note that procurements falling within the scope of Chapter 5 of the *Agreement on Internal Trade* and the *New West Partnership Trade Agreement* are subject to those trade treaties, but that the rights and obligations of the parties shall be governed by the specific terms of each particular proposal call.

### b. Procurement Process Non-Binding

- i. The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor the Town shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.
- ii. The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the Town by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.
- iii. While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

### c. Proposals should be submitted in the prescribed manner

Proponents should submit their proposals in printed copy and in PDF format. Proponents should submit **one (1) printed copy with a PDF copy on a USB flash drive in a sealed package.**

Proposals are to be prominently marked with this RFP title and number (see RFP cover page), with the full legal name and return address of the Proponent and with the Submission Deadline.

### d. RFP Communications and Confidential Information

Proponents must examine all of the documents comprising this RFP and may direct questions or seek additional information from the Town Contact provided below. Proponents are advised that only the individual identified below can be contacted with respect to any inquiries about this RFP. It is the responsibility of the Proponent to seek clarification from the Town Contact on any matter it considers to be unclear. The Town will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

For any information regarding proposal, please contact Steven Kennedy, Director of Operational Services, by email at: [steven.kennedy@innisfail.ca](mailto:steven.kennedy@innisfail.ca)

The Proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Section 3). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Section 3).

- i. A Proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent(s).

Without limiting the generality of the above statement, at any time during the RFP process, Proponents and proponent Team Members are prohibited from contacting, or attempting to contact, either directly or indirectly, any of the following persons or organizations on matters related to the RFP process, the RFP documents, or the proposals:

- a) any member of the evaluation committee;
  - b) any person employed or engaged by The Town, or any person who was previously employed by The Town and who would have information relating to the procurement of the Deliverables, other than the Town Contact;
  - c) any member of the municipal council of The Town or any member of a councillor's staff; or
  - d) any other proponent or Proponent representatives
- ii. A Proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Town Contact.
  - iii. All information provided by or obtained from the Town in any form in connection with the RFP either before or after the issuance of the RFP: is the sole property of the Town and must be treated as confidential; is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract; must not be disclosed without prior written authorization from the Town; and shall be returned by the Proponents to the Town immediately upon the request of the Town.
  - iv. A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the contact listed above. Any proposal submitted is subject to the *Freedom of Information and Protection of Privacy Act*.
  - v. Proposals will be retained by the Town and will not be returned to Proponents.
  - vi. The Town may prohibit a supplier 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) submissions containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the Town, that constitutes a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Section 3).

**e. Amendment of Proposal**

Proponents may amend their proposals after they have been submitted if, and only if, the Amendment is delivered prior to the Submission Deadline. A hardcopy and PDF copy of the Amendment must be in a sealed package prominently marked with this RFP title and number and the full legal name and return address of the Proponent to the location set out above in the Submission Instructions page. An Amendment may also be sent by email to the email address provided in the Submission Instructions page. Any Amendment should clearly indicate which part of the proposal the Amendment is intended to affect. Amendments must be submitted at the location or to the email address set out above on or before the Submission Deadline. Amendments submitted after the Submission Deadline will not be accepted.

**f. Addenda**

The RFP may be amended only by an addendum in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the Town. Addenda will be uploaded to the Alberta Purchasing Connection website at <http://www.purchasingconnection.ca>.

No Addenda shall be issued later than 2 business days prior to the closing date; if an Addendum is required beyond 2 business days prior to the closing date, The Town shall extend the closing date by the same Addendum for a number of days determined solely by The Town.

**g. Rectification Period**

The Town will permit a 48-hour rectification period from the notification from The Town to remedy any procedural non-compliance associated with provision of a compliant Submission Form on time. If rectification of non-compliance is not resolved within the 48-hour period, the proposal will be disqualified without further consideration given.

**h. Withdrawal of Proposal**

Proponents may withdraw their proposals after they have been submitted if, and only if, a notice of withdrawal is submitted prior to the Submission Deadline. The notice of withdrawal must be signed by an authorized representative of the Proponent, must clearly indicate the RFP title and number and the full legal name and return address of the Proponent and must be either delivered to the location set out above in the Submission Instructions page or submitted by email to the Town Contact. The Town is under no obligation to return withdrawn proposals.

**i. Evaluation and Selection**

- i. Proponents should carefully note the mandatory requirements listed in Section 2. Proposals that do not meet the mandatory requirements at the submission deadline will be disqualified.
- ii. The successful Proponent will be determined by evaluation criteria as set out in Section 2 of this RFP and advised in writing by the Town's Purchasing Section. Any contract awarded pursuant to this RFP is subject to final budget approval. The Town may cancel or amend this RFP without liability at any time.
- iii. When evaluating proposals, the Town may request further information from the Proponent or third parties in order to verify and clarify the information provided in the Proponent's

proposal. The Town may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

**j. Past Performance, References and Misrepresentation**

- i. The Town'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 Town or other institutions. The Town may disqualify the Proponent or rescind a contract subsequently entered into if the Proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.
- ii. The Town's policy is to refuse to do business with parties who do not act in good faith towards the Town, whether by failing to live up to the terms of their agreements or by entering into frivolous or vexatious litigation with the Town. Accordingly, the Town will review proposals based on past performance and any history of litigation in accordance with its policies.

**k. Proponent Costs**

Proponents shall bear their own costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

**l. Debriefing**

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Town Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

**m. Governing Law**

Procedural terms of the RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

**n. Notification of Award**

Proponents will be notified of the outcome of the procurement process by email or letter.

## **Section 2 – Terms of Reference**

### **1. Introduction**

This Request for Proposals (the “RFP”) is an invitation by the Town to submit non-binding proposals for the provision of consulting services to complete a CP Rail Crossing Safety Assessment and Whistle Cessation Review as set out in Section 2 of this RFP. The selected Proponent will be requested to enter into negotiations for an agreement with the Town for the provision of the Deliverables.

### **2. Background Information**

The Town has a population of 7953 but has not seen any growth over the past few years. There are six (6) at-grade crossings within the Town limits. One crossing is on Highway 54 and is to be included under a provisional scope. A Safety Assessment was completed in 2007 by A.D. Williams Engineering but many of the recommendations were not completed.

In 2014 new Federal Grade Crossing Regulations were set forth by Transport Canada. These changes have necessitated the need for at-grade crossing reviews to ensure compliance with the new safety regulations by November 28, 2021. In conjunction with this project the Town would like to determine what the CP Railway requirements would be to achieve whistle cessation within the Town limits.

The A.D. Williams report can be downloaded from the Town of Innisfail website at <http://www.innisfail.ca/business/plans-projects>.

### **3. Purpose of Project/Service and Deliverables**

The Town is seeking a consultant to complete three (3) separate but related scopes of work. Proponents may provide additional scopes of work to the tasks noted below that demonstrate their projects understanding and will aid in the Town in achieving our objectives.

#### **3.1 Safety Assessment:**

The first scope of work – Safety Assessment – is driven by Transport Canada’s requirement that all at-grade rail crossings meet the new *Grade Crossings Regulations* by November 28, 2021.

The objective of the safety assessment is to identify any improvements required to comply with the new Transport Canada *Grade Crossing Regulations*, and provide construction cost estimates and proposed timelines – in consultation with the Town – to meet the November 28, 2021 deadline. Tasks to include but are not limited to the following:

- a) Review previous report and background information
- b) Coordinate with CP for access to railway
- c) Provide flagging services and all other requirements/approvals
- d) Complete survey if or as required by CP Rail and/or Transport Canada for each crossing
- e) Conduct detailed safety assessment of field data including any necessary calculations and drawings to satisfy the requirements of CP Rail and Transport

Canada

- f) Complete an engineering review of each at-grade crossing for pertinent details as required by Transport Canada
- g) Review costs and timelines with the Town and financial support options
- h) Prepare a written report to include the safety assessment for each crossing, crossing designs and/or upgrades, cost estimates, design and construction timelines and a summary of key findings

### **3.2 Pedestrian Crossing Review:**

The second scope of work – Pedestrian Crossing Review – is driven by the community and Council to address the concern of having pedestrians crossing at uncontrolled locations. The area of concern is between 42 Street and 50 Street crossing (informally known as the White Rock crossing)

The objective of the pedestrian crossing review is to identify the need and location and impacts of the crossing. The crossing will be required to comply with the new Transport Canada *Grade Crossing Regulations*, and provide construction cost estimates and proposed timelines, in consultation with the Town. Tasks to include but are not limited to the following:

- a) Consult with CP Rail to assess the feasibility, options and impacts of a pedestrian crossing
- b) In conjunction with CP Rail provide design, cost estimate, timeline and financial support options for a pedestrian crossing
- c) Provide a written report on key findings complete with a design and construction cost estimate and timeline

### **3.3 Whistle Cessation Review:**

The third scope of work – Whistle Cessation Review – is based on interest expressed by the community and Council to cease the use of train whistles within the Town limits or a portion thereof.

The objective of the whistle cessation review is to identify what, if any, additional improvements are required by CP Rail and Transport Canada to achieve whistle cessation for each crossing and to provide construction estimates and timelines to complete the work. Tasks include but are not limited to the following:

- a) Review previous reports and background information (ie: increased train volume over last 10 years, train lengths, CP Rail maintenance, etc.)
- b) Consult with CP Rail to assess the feasibility of whistle cessation for each crossing
- c) In conjunction with CP Rail identify any crossing improvements required to achieve whistle cessation and possible financial support.
- d) Prepare a public notice and notification for the Town to issue to all relevant associations or organizations
- e) Prepare a written report on key findings outlining any upgrades required to achieve whistle cessation complete with design and construction cost estimates and timelines



A provisional scope is to be included to complete a safety assessment and whistle cessation review for the Highway 54 crossing.

A map showing the crossing locations and Town limits can be found in **Appendix A**.

The proponent is to include a detailed work plan and schedule outlining the timing, sequence of events and project completion.

#### **4. Proposal Requirements**

##### **4.1 Mandatory Requirements:**

Each proposal must include a signed copy of the Submission Form included as Section 3 of this RFP. Submission is to be a **maximum of 20 pages** including cover page, submission form, resumes, etc.

##### **4.2 Rated Requirements**

Please provide the following information:

- a) Company Information:
  - i. Background, history, services and capabilities;
  - ii. Management contact information;
- b) Proposed project team and past project experience with client contact information;
- c) Proposed services:
  - i. Summary of the proposed services;
  - ii. Value added services;
  - iii. List of tasks, timelines;
- d) Fees: fixed price excluding GST for each of the scopes of work.
  - i. Safety Assessment (5 crossings)
  - ii. Safety Assessment (Hwy 54 crossing) Provisional
  - iii. Pedestrian Crossing Review
  - iv. Whistle Cessation Review (5 crossings)
  - v. Whistle Cessation Review (Hwy 54 crossing) Provisional

#### **5. Evaluation**

The evaluation process will occur in two stages:

##### **5.1 Stage I – Mandatory Requirements**

Stage I will consist of a review to determine which proposals comply with all the mandatory requirements. Proposals that do not comply with all the mandatory requirements as of the submission deadline will, subject to the express and implied rights of the Town, be disqualified and not evaluated further.

##### **5.2 Stage II – Evaluation of Rated Criteria and Pricing**

Stage II will consist of a review of all compliant proposals to determine the highest ranking

Proponent based on the rated criteria and pricing evaluation set out below.

Stage II will consist of a scoring by the Town on the basis of the rated criteria and pricing set out below, of each proposal that has satisfied all mandatory requirements.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>
Project team and past experience	20 points
Project understanding and proposed services	30 points
Work Plan and Project Schedule	10 points
Pricing	40 points
<b>Total points available</b>	<b>100 points</b>

### **5.3 Stage III – Possible Presentations or Interviews**

The Town may choose, in its sole discretion, to hold presentations or interviews at Stage III of the evaluation process. However, the Town is under no obligation to hold Stage III presentations or interviews and may elect to conclude the evaluation process after Stage II and proceed directly to the ranking and selection of the highest scoring Proponent in accordance with Section 5.4.

If the Town chooses to hold Stage III presentations or interviews, The Town intends to add up the scores from Stage II and invite the three (3) highest scoring Proponents to participate in an interview. However, the Town may choose to invite fewer than three (3) Proponents and may exclude any Proponent that did not achieve a score within 20% of the highest scoring Proponent. For example, if the highest scoring Proponent has a total score of 80%, the second and third highest scoring Proponents with a score of 60% or greater will be invited to participate in Stage III. Proponents that are not invited to participate in Stage III will not be considered further.

Based on the information received through the interview, The Town may revisit and re-evaluate the rated criteria and adjust the scoring assigned in Stage II accordingly.

### **5.4 Cumulative Score**

At the conclusion of the evaluation process, all scores for the rated criteria, pricing and interview (if held) will be added together to determine the Proponent with the highest score.

### **5.5 Tie Score**

In the event of a tie score, the tie will be resolved by way of a coin toss.

## **6. Selection Process, general process guidelines**

### **6.1 Selection**

The top-ranked Proponent, as identified above, will receive a written invitation to enter into direct contract negotiations with the Town.

### **6.2 Timeframe for Negotiation**

The Town intends to conclude negotiations with the top-ranked Proponent within thirty (30)

days commencing from the date the Town invites the top-ranked Proponent to enter negotiations. A Proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

**6.3 Process Rules for Negotiation**

Any negotiations will be subject to the process rules contained in this RFP and the Submission Form (Section 3) and will not constitute a legally binding offer to enter into a contract on the part of the Town or the Proponent. Negotiations may include requests by the Town for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved pricing from the Proponent.

**6.5 Failure to Enter into Agreement**

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, the Town may invite the next-best-ranked Proponent to enter into negotiations. In accordance with the process rules of this RFP process and the Submission Form (Section 3), there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, the Town may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above-noted timeframe lapses, the Town may discontinue further negotiations with the top-ranked Proponent. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

**6.6 Notification to Other Proponents**

Other Proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between the Town and a Proponent, the other Proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

**7. RFP Process Timelines**

Issue Date of RFP	<b>April 16, 2020</b>
Deadline for Questions	<b>April 27, 2020</b>
Submission Deadline	<b>April 30, 2020 at 2:00 PM (Alberta Time)</b>
Anticipated Contract Award	<b>May 12, 2020</b>

The RFP timetable is tentative only and may be changed by the Town at any time.

**8. Supplemental Terms**

The Successful Proponent will be required to enter into a written contract with The Town of Innisfail.

The Successful Proponent shall carry at all times during the performance of the work General Liability/ Umbrella Liability Insurance with a limit of not less than 2 MILLION DOLLARS (\$2,000,000) inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, cross liability, completed operations and product liability, and such other types of insurance as would be carried by a prudent person performing such contract work and as the Town of Innisfail may from time to time require.

The Successful Proponent shall carry at all times during the performance of the work Professional Liability Insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed with a limit of not less than 1 MILLION DOLLARS (\$1,000,000) inclusive per occurrence.

The Successful Proponent shall carry at all times during the performance of the work Automobile Liability Insurance for owned and non-owned automobiles with a limit of not less than 2 MILLION DOLLARS (\$2,000,000) inclusive per occurrence.

Responsibilities of Successful Proponent:

- (a) The Successful Proponent shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Town of Innisfail with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Town of Innisfail.
- (b) The Successful Proponent or their insurer will notify the Town of Innisfail at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Proponent to the Town of Innisfail.
- (c) The Successful Proponent shall provide a certificate of such insurance to the Town of Innisfail within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

### Section 3 – Submission Form

**Proponents must include a signed copy of this form with their proposal. Proposals that do not include a signed copy of this form will be disqualified.**

#### 1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
Town, Province/State:	
Postal Code:	
Phone Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

#### 2. Acknowledgment of Non-binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Town and the selected Proponent have executed a written contract.

#### 3. Non-binding Price Estimates

The Proponent has submitted its rates in accordance with the instructions in the RFP. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

#### 4. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

(a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

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The following individuals, as employees, advisers, or in any other capacity of the Town (a) participated in the preparation of our proposal; **AND** (b) were employees of the Town and have ceased that employment within twelve (12) months prior to the submission deadline:

<b>Name of Individual:</b>
<b>Job Classification:</b>
<b>Department:</b>
<b>Last Date of Employment with the Town:</b>
<b>Name of Last Supervisor:</b>
<b>Brief Description of Individual's Job Functions:</b>
<b>Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:</b>

(Repeat above for each identified individual)

The Proponent agrees that, upon request, the Proponent shall provide the Town with additional information from each individual identified above in the form prescribed by the Town.

**5. Disclosure of Information**

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Town to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

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Signature of Proponent Representative

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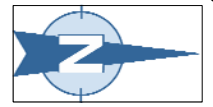
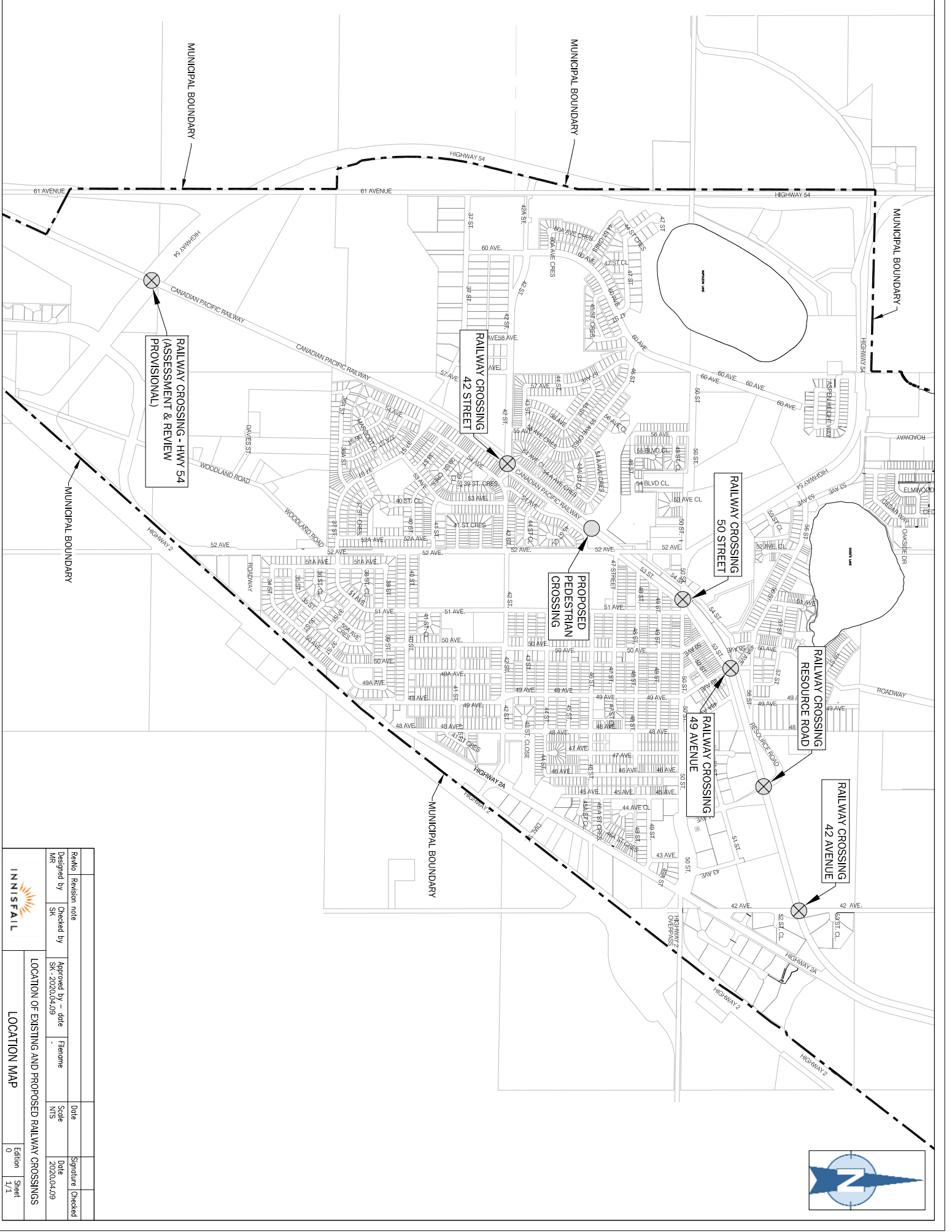
Name and Title

Date:

I have authority to bind the Proponent.

# APPENDIX A





		<b>Revision note</b>	
Designed by MK	Checked by SK	Approved by - date SK - 2020.04.09	Date 2020.04.09
<b>LOCATION OF EXISTING AND PROPOSED RAILWAY CROSSINGS</b>		<b>Signature / Checked</b>	
<b>LOCATION MAP</b>		Date 2020.04.09	
Edition 0		Sheet 1/1	