



**WATER AND SEWER UTILITY**

**REQUEST FOR PROPOSALS**

**COMMUNICATIONS PROJECT**

**VAULE-FOR-MONEY AUDIT**

**MARCH 2024**

**FILE 2024-020**

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## 1.0 INTRODUCTION AND PURPOSE

Proposals shall be submitted by email at [tenders@charlottetown.ca](mailto:tenders@charlottetown.ca) with the subject, **"Communications Project – Value for Money Audit"**. It is the responsibility of the proponent to email the proposal before **2:00:00 on Thursday, March 21<sup>st</sup>, 2024**. **Late proposals will not be accepted.**

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

**Email submissions will be accepted as the sole method of submission. There will be a public opening of submissions received immediately after closing.** The awarding of a contract, if any, resulting from this Request for Proposals (RFP), shall be done, upon approval by City Council, as soon as practical after bid evaluations have been completed. Results of this RFP will be posted on the City's awards webpage at the following address: [www.charlottetown.ca/tenders](http://www.charlottetown.ca/tenders).

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 proposal 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 anywise 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 proposals 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, please contact Finance Department, at [tenders@charlottetown.ca](mailto:tenders@charlottetown.ca). Questions must be received no less than three (3) business days before the closing date.

## **1.1 OVERVIEW**

The City of Charlottetown is a flourishing community of over 40,500 people located on the south shore of Prince Edward Island. Charlottetown is the capital City of Prince Edward Island and is called the "Birthplace of Confederation" after the historic 1864 Charlottetown Conference, which led to Confederation. City Hall is located at 199 Queen Street, Charlottetown, PE.

The City provides a full range of municipal services including general government, police protection, fire protection, planning and development, building inspection, environmental health, environmental development, transportation, and recreation and cultural services. The City also operates the Charlottetown Water and Sewer Utility.

A Mayor and ten Councillors govern the City and the administration of the City is under the direction of a Chief Administrative Officer, Director of Finance and Corporate Services, Director of Integrated Growth and Acting Director of Community Services. There are twelve departmental managers including a Manager of Human Resources, Manager of Finance, Manager of Water and Sewer Utility, Manager of Parks and Recreation, Manager of Policy and Heritage, Manager of Development of Development, Manager of Infrastructure and Asset Management, Manager of Public Works, Manager of Environment & Sustainability, a Chief of Police, and Fire Chief.

## **1.2 SUSTAINABILITY & SUPPLIER CODE OF CONDUCT**

The City of Charlottetown is committed to leveraging its procurement to improve the sustainability of its operations and strengthen Charlottetown's environmental, social, and economic prosperity. The City will implement sustainable procurement practices to advance positive sustainable impacts and reduce negative impacts while ensuring fiscal responsibility and respecting trade agreements.

The City expects Proponents and their supplier(s) to have responsible business practices, operations and processes that support protecting the environment and are socially responsible. The Supplier Code of Conduct (**Appendix B**) sets the minimum expected ethical and human rights standards for vendors and their suppliers. The City's intent is to work with Proponents to

promote, grow and implement sustainable business practices.

The City reserves the right to request suppliers provide documentation to support sustainability claims and declarations.

Regarding this RFP, the City of Charlottetown seeks more detailed information about the Proponent's sustainability practices and features of the design work, specifically in the areas of: waste reduction, toxic/ hazardous chemicals reduction, and energy use/ Greenhouse Gas Emissions (GHGs) reduction.

### **1.3 PURPOSE**

The City of Charlottetown is issuing this RFP with the goal of hiring an experienced and qualified proponent to complete a review of the Miltonvale Wellfield Development Phase 3B Communications System Project. The Proponent's proposal should clearly outline all work that will be completed, and the timeframe proposed.

The work, described in more detail herein, is to include all work necessary, including field verification, site visits, modeling/mapping, testing, etc., and shall follow industry best practices.

The intent of the RFP is to award the work to a qualified proponent with relevant experience and proven successes with projects of a similar nature and complexity.

## **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 RFP and to any subsequent Contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms.

### **2.1 DEFINITIONS**

Throughout this RFP, 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 RFP, in accordance with this RFP.
- f) **“Contractor”** means a successful Proponent to this RFP 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 “RFP”.
- i) **“Proposal”** means the Proponent’s response to this “RFP”.
- 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 RFP.

## 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 RFP 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 endeavored 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 RFP are to be directed, in writing, by email, to [tenders@charlottetown.ca](mailto:tenders@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 RFP 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 [tenders@charlottetown.ca](mailto:tenders@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 RFP 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**

The 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 RFP, 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 RFP. 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 subject line 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 RFP. 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 new proposal shall be marked on the subject line by the Proponent as "Resubmission #" along with the name of the RFP and emailed to the attention of the Purchasing Officer, as noted above in the RFP. Proposals may be withdrawn at any time prior to opening upon emailed 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 proposal 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 COMPLETENESS OF PROPOSAL**

By submission of a proposal the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Proponent at no charge.

## **2.18 SUB-CONTRACTING**

- a) Using a sub-contractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the proposal.
- b) Sub-contracting to any firm or individual who'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 project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.
- c) Any Sub-contracting of the service to any firm or individual after the award of a Contract must have prior approval by the City.

## **2.19 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.

## **2.20 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 RFP as confidential, to use such information only for purposes of responding to this RFP, 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.

## **2.21 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.

## **2.22 LAWS OF PRINCE EDWARD ISLAND**

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

## **2.23 FINAL AGREEMENT**

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

## **2.24 GRATUITIES**

The City of Charlottetown may, by written notice to a proponent, cancel any contending or 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.

## **2.25 INSURANCE AND WORKERS COMPENSATION**

### **1. Professional Liability Insurance (Errors & Omissions):**

The Proponent shall maintain Professional Liability Insurance covering errors, omissions, or negligent acts arising out of the services performed with a limit not less than CAD \$2 million. **Such insurance shall remain in force for a period of two years following the completion of the services.**

### **2. Commercial General Liability (CGL) Insurance:**

The Proponent shall maintain Commercial General Liability Insurance covering bodily injury, property damage, personal injury, products and completed Operations, Tenants Legal Liability, and contractual liability with a limit not less than CAD \$5 million per occurrence. The City of Charlottetown shall be named as an additional insured under this policy (see below).

### **3. Automobile Liability Insurance:**

The Proponent shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a limit not less than CAD \$2 million per occurrence.

**4. Workers Compensation:**

The Proponent shall provide proof of Workers Compensation coverage as required by the Province of Prince Edward Island.

**5. Additional Insured:**

The Proponent shall name the following as additional insureds under its Commercial General Liability and Cyber Liability Insurance policies: The City of Charlottetown, all officials, departments, employees, volunteers, affiliated entities, subsidiaries, agencies or contractors of the City of Charlottetown, and other third-party entities engaged by the City in relation to the project.

**6. Indemnity Clause for the RFP:**

The Proponent shall indemnify and hold harmless the City of Charlottetown, its officials, employees, volunteers, contractors, agents, and representatives from and against all claims, demands, losses, damages, costs, expenses, actions, and other proceedings, made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by, attributable to, or arising out of any act, omission, or negligence of the Proponent, its employees, agents, contractors, or any person for whom the Proponent is legally responsible, in connection with the performance of this contract, except to the extent that such claims are directly and solely caused by the negligence of the City of Charlottetown.

The successful Proponent must maintain the above-mentioned coverages for the duration of the contract unless otherwise mentioned. The City requires an advance 30-day notice should any of the policies be cancelled or changed in any manner.

**2.26 PERFORMANCE**

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

**2.27 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.

**2.28 PROPOSED CONTRACT TERM**

The proposed term of this agreement shall be such that the work is completed prior to July 31, 2024.

### 3.0 SCOPE OF WORK

#### 3.1 REQUIREMENTS AND SCOPE OF SERVICE

The communication system includes an underground fiber optic backbone between the City Maintenance Shop at MacAleer Drive and City Hall and peripheral connections to eleven (11) sewer lift stations, 1 PRV, and the City Planning building. Additionally, the communications system includes one (1) 45m communications tower, located at the Miltonvale Reservoir. A listing of connected sites can be found in **Appendix A**.

The proponent must be knowledgeable of the installation, maintenance, and operation of a fibre optic communications system as well as highly experienced in valuating project inputs of a similar nature / complexity. The communication system spans the entirety of the City with connections reaching all wellfields, reservoirs, City Hall and several other key sites. The system is shown in **Figure 1** below.





*Figure 1: System Area*

Proponents shall include an outline of all proposed work to be completed, the expected deliverables, the proposed team to be assigned to this project and the level of effort by each member, and any value-added propositions. A legal survey is not required as part of this work, but the proponent will be responsible for developing their own mapping information during field verifications. The City will provide the successful Proponent with the information available relating to the communications system, aerial imagery, etc. and any other information that the City has available, at the request of the successful Proponent.

The final deliverable for this work shall be a report detailing the findings of the audit, the equipment verified, deficiencies noted, system valuation, valuation of 3<sup>rd</sup> party investment, and the supporting rationale.

In summary, the successful Proponent shall be required to undertake the following tasks:

- Verification / documentation of fiber optic cable installed
- Verification / documentation of fiber optic cable spliced
- Testing & documentation of existing fiber optic cable
- Verification / documentation of fiber optic cable in service
- Outstanding contracted elements
- Documentation and verification of fiber optic vault and demarcation points (photos and locations to be included)
- Verification and documentation of communications tower and associated over-the-air communications appurtenances
- Valuation of communication system (as is and fully operational)
- Valuation of 3<sup>rd</sup> party investment
- Review of draft Indefeasible Right of Use (IRU) document
  - Recommendations for IRU

### 3.2 ANTICIPATED TIMEFRAMES

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

#### Event Anticipated Dates

Request for Proposal issued	<b>March 7, 2024</b>
Last Date for Submission of Questions	<b>March 18, 2024</b>
Request for Proposal closes	<b>March 21, 2024</b>
Anticipated Contract Award	<b>April 9, 2024</b>

### 3.3 PROPOSAL LAYOUT

The attached Proponent Information Sheet is to be included inside the front cover of the response.

For the ease of evaluation and review, submissions should follow the following layout:

#### Section 1: Firm Background

- a) Summary of firm
- b) Summarized resume of Project Manager
- c) A list of team members and their qualifications
- d) Examples of work completed to date related to this work
- e) Firm references

#### Section 2: Methodology

- a) Restatement of proponents understanding of the project objectives based on the scope of this RFP.

- b) Outline and brief description of process and methodology of completing this project in terms of the work and estimated level of effort required.
- c) Plan for assessing existing conditions.
- d) Other aspects the proponent feels should be included in the scope of work and their plan to deliver.

### **Section 3: Timelines and Reporting**

- a) Identification of key dates and overall timeline including key milestones
- b) Proposed reporting frequency and quality control measures for working with the City

### **Section 4: Level of Effort**

- a) Identification of key personnel and their hours dedicated to the project and associated cost breakdown.

## **4.0 EVALUATION CRITERIA**

The following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this RFP (not in any order). The City reserves the right to prioritize and weigh the importance of each criterion confidentially.

### ***Technical Proposal Evaluation***

- A. Ability to Conduct Work (30 points)
  - Project Manager, relevant experience and position in organization (scoring/10);
  - Relevant qualifications of personnel assigned to project (scoring/10);
  - Availability of dedicated personnel for duration of project (scoring/5);
  - Experience on similar projects (similar scope and size) (scoring/5).
- B. 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).
- C. Management of the Work (20 points)
  - Schedule of project (scoring/5);
  - Quality control (scoring/5);
  - Reporting (scoring/5);
  - Sustainability (scoring/5)
- D. 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***

Only proponents whose proposals have achieved a score of 65/85 or higher on the Technical Evaluation will have their financial proposal evaluated. If a proposal does not meet the 65/85 requirement, it will no longer be evaluated or considered.



E. Fees (15 points).

- 15 points for all Proposed Fees within a 0-1% difference from Lowest
- 14 points for all Proposed Fees within a 2-5% difference from Lowest
- 13 points for all Proposed Fees within a 6-10% difference from Lowest
- 12 points for all Proposed Fees within a 11-15% difference from Lowest
- 11 points for all Proposed Fees within a 16-20% difference from Lowest
- 10 points for all Proposed Fees within a 21-25% difference from Lowest
- 9 points for all Proposed Fees within a 26-30% difference from Lowest
- 8 points for all Proposed Fees within a 31-35% difference from Lowest
- 7 points for all Proposed Fees within a 36-40% difference from Lowest
- 6 points for all Proposed Fees within a 41-45% difference from Lowest
- 5 points for all Proposed Fees within a 46-50% difference from Lowest
- 4 points for all Proposed Fees within a 51-55% difference from Lowest
- 3 points for all Proposed Fees within a 56-60% difference from Lowest
- 2 points for all Proposed Fees within a 61-65% difference from Lowest
- 1 point for all Proposed Fees within a 66-70% difference from Lowest
- 0 points for all Proposed Fees exceeding a 70% difference from Lowest

For clarity, the percentage difference shall be rounded to the nearest whole number when calculated for review.

**PROPONENT INFORMATION SHEET:****NAME OF PROPONENT FIRM**

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**ADDRESS**

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**TELEPHONE NO.**

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**WEBSITE**

---

**CONTACT PERSON**

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**CONTACT EMAIL**

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**CONTACT TELEPHONE NO.**

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**- End of Proponent Information Sheet -**

**PROPOSAL FORM**

The City of Charlottetown is not bound to accept the lowest or any quote that may be received. The full Proposal Form must be returned with any proposal submission. Any additional information may be attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NAME OF FIRM TENDERING \_\_\_\_\_

SIGNATURE OF SIGNING OFFICER \_\_\_\_\_

NAME AND TITLE (PRINTED) \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

[Affix Corporate Seal]

PROJECT	LUMP SUM PRICE (EXCLUDING TAXES)
Communications Project Value-for-Money Audit	\$ _____

Subtotal \$ \_\_\_\_\_

HST (15%) \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

- End of Quotation Form -

**APPENDIX A**

<b>Water Station Sites</b>	<b>Address</b>
Miltonvale	16960 West Route 2
Miltonvale Reservoir	622 Malpeque Road
Malpeque	55 Malpeque Road
Union	588 Union Road
Brackley	750 Brackley Point Road
Suffolk	791 Suffolk Road
Mount Edward Reservoir	178 Mount Edward Road
<b>Lift Station Sites</b>	<b>Address</b>
Allen Street	97 Allen Street
St. Peters Road	2 Bridle Path Lane
Brighton Station	11 Queen Elizabeth Drive
Dorchester	278 Dorchester Street
Elena Court	21 Elena Court
Fitzroy Street	3 Fitzroy Street
Founders Hall	3 Weymouth Street
Grafton Street	372 Grafton Street
Lower Great George Street	8 Great George Street
Navy Quay	7 Haviland Street
Victoria Park	35 Victoria Park Driveway North
<b>Additional Sites</b>	<b>Address</b>
City Hall	199 Queen Street
City Planning Building	70 Kent Street
City Maintenance Building	275 Brackley Point Road
Kent PRV	65 Walsh Road

## APPENDIX B

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### Charlottetown Supplier Code of Conduct

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#### **Introduction**

The City of Charlottetown (“Charlottetown”) is committed to conducting business in an ethical, legal, and socially responsible manner. Charlottetown expects its Suppliers to adhere to equivalent standards.

The Charlottetown Supplier Code of Conduct (SCoC) sets out the minimum ethical standards and business conduct for service providers including subcontractors, consultants, manufacturers, fabricators, distributors, or any entity that provides Charlottetown with goods or services (collectively “Suppliers”).

Charlottetown expects all its suppliers to affirm their compliance with the standards in this SCoC and ensure the standards are being upheld by any of their subcontractors. Stated compliance with all provisions set out in this SCoC will proclaim that the supplier is compliant with the core labour conventions of the International Labour Organization (ILO) and other applicable regulations in the countries in which they operate.

***Charlottetown reserves the right to audit suppliers and request additional documentation to ensure compliance with all applicable laws and standards as well as this SCoC.***

***Charlottetown reserves the right to discontinue business with suppliers who are not responsive to requests to address concerns around workplace practices and instances of non-compliance with these minimum ethical standards and business conduct for suppliers.***

#### **Employee Treatment, Harassment and Abuse**

The supplier’s employees shall be treated with respect and dignity and the supplier’s disciplinary policies and procedures shall be clearly defined and communicated to employees before application. There shall be no harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

**Non-Discrimination**

The supplier shall ensure no person is subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement, on the basis of race, colour, age, gender, sexual orientation, ethnicity, nationality, disability, place of origin, ancestry, religion, political affiliation, union membership, family status or marital status.

**Forced Labour**

There shall be no use of forced labour, including prison labour, indentured labour, bonded labour, or other forms of forced labour. All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

**Child Labour**

No persons shall be employed under the age of 15 or younger than the age for completing compulsory education in the country of manufacture, whichever is higher. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers.

**Health and Safety**

The supplier shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, or linked with, or occurring in the course of work or as a result of the operation of the supplier's facilities.

**Freedom of Association and Collective Bargaining**

The supplier shall recognize and respect the right of employees to freedom of association and collective bargaining. Workers and employers shall have the right to establish and join labour organizations of their own choosing and elect their representatives, for the purpose of furthering and defending the interests of workers or of employers.

**Wages and Benefits**

The supplier shall pay all employees at least the minimum wage or the appropriate prevailing wage in its country of origin, whichever is higher, comply with all legal requirements on wages, and provide any benefits required by law or contract. Deductions from wages as a disciplinary manner shall not be permitted and payment shall occur in a timely manner with pay stub or similar documentation.

**Hours of Work**

The supplier shall not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week shall not exceed 48 hours. Employers shall allow workers at least 24 consecutive hours of rest in every seven-day period.

**Overtime Compensation**

Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. The supplier shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

**Anti-Corruption Business Practices and Bribery**

The supplier will not, directly, or indirectly, pay, give, offer, or promise anything of value to any local or foreign government official (or to any person for the benefit of a government official) for the purpose of corruptly causing the government official to improperly act or use his or her influence in obtaining or retaining any business or securing any improper advantage for Charlottetown or the Supplier.

**Environmental Responsibility**

The supplier shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or 'in-house' practices. Suppliers must not be in violation of any national or provincial environmental regulations. Suppliers should be adopting responsible measures to mitigate negative environmental impacts.

**Subcontractors and Sources**

Charlottetown requires all suppliers that support the City as subcontractors, manufacturers, or sources of goods to comply with all of the same policies stated in Charlottetown's SCoC. All subcontractors and suppliers are required to comply with all applicable and national laws. Direct suppliers must monitor the subcontractors, manufacturers, or sources of goods for meeting or exceeding the SCoC and supply chains are expected to be transparent and traceable.

**Signatories**

The person signing this Form (i) certifies that they are a duly authorized representative of the Proponent with the authority to sign this acknowledgment and commit the Proponent to the provisions contained herein and (ii) on behalf of the Proponent and without personal liability, acknowledges and agrees that the Proponent has read and understood, and agrees to abide by, all of the standards set out in the Supplier Code of Conduct above.

☐ Yes, we agree to comply with all of the above expectations.

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Name and Title of Authorized Representative

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Date (MM-DD-YYYY)

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Signature