

Waterloo Region Green Development Standards Design Phase 1: Internal Buy-In

Request for Proposals

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Communications

All questions relating to this RFP should be addressed to Matthew Day and submitted to the Biddingo website **no later than June 1 at 3:00 PM**. We cannot guarantee a response to any questions received after this deadline.

Kitchener Wilmot Hydro Inc. is hosting the RFP on behalf of the Community Energy Investment Strategy Governance Committee. The process will be managed by Matthew Day and WR Community Energy.

Section 1: Instruction to Proponents

Summary

WR Community Energy (WRCE), the group leading the implementation of Waterloo Region’s Community Energy Investment Strategy (CEIS), through the procurement office at Kitchener Wilmot Hydro Inc. (KWHI); with the direct support of a working group consisting of planners at the Region of Waterloo and the Cities of Cambridge, Kitchener, and Waterloo; and the financial support of our five utilities; is seeking proposals from qualified and experienced consultants to lead the first phase of the design of Green Development Standards (GDS) for Waterloo Region.

Phase 1 will focus on generating buy-in from leaders, champions, and relevant parties from our municipalities and utilities. The goal is to ultimately develop a GDS compatible with other leading programs in Canada including Toronto, Ottawa, Whitby, and the BC Step Code.

Pending results of phase one, phase two will follow immediately to engage the broader community and design the GDS. This contract is for phase 1 only.

Proposal Submission

Submissions should be submitted to www.Biddingo.com by 3:00 p.m. EST on June 3, 2022.

Submissions should be no longer than 10 pages plus appendices.

Bid Acceptance

Bid acceptance shall be governed by the following terms and conditions:

- a) Lowest bid will not necessarily be accepted. The maximum budget is \$25,000
- b) This bid is irrevocable and open to acceptance by KWHI up to and including, but not after sixty (60) calendar days after the bid closing.
- c) KWHI reserves the right to reject any or all bids, including without limitation the lowest bid, and to award the contract to whomever KWHI in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary nor anything contained in the contract documents. KWHI shall not, under any circumstances, be responsible for any costs incurred by the bidder in the preparation of its bid.
- d) KWHI in its sole and absolute discretion, reserves the right at any time to re-bid or cancel the project or negotiate a contract for the whole or any part of the project with any one or more persons whatsoever, including one or more of the bidders.
- e) KWHI reserves the right to communicate and negotiate with one or more bidders following the bid close to clarify or modify elements of the bids.

Addenda

If a bidder finds discrepancies in or omissions from the contract documents, or if they are in doubt as to their meaning, the bidder shall notify KWHI. KWHI reserves the right, for any reason, to issue addenda to the bidders at any time prior to bid closing. Addenda issued during the bidding period shall be allowed for by the bidder in submitting the bid.

Errors and Omissions

It is understood, acknowledged, and agreed that while this RFP includes specific requirements and specifications, KWHI shall not be held liable for any errors or omissions in any part of this Terms of Reference. While KWHI has used considerable effort to ensure an accurate representation of information in this Terms of Reference, the information contained in the Terms of Reference is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by KWHI, nor is it necessarily comprehensive or exhaustive. Nothing in the Terms of Reference is intended

to relieve the bidders from forming their own opinions and conclusions with respect to the matters addressed in the Terms of Reference.

Evaluation Criteria

Proposals will be assessed based on information provided in the bid and any additional information provided during subsequent interviews/meetings, as required, to clarify the content of the bid submission.

Element(s)	Weighting
Qualifications, Experience, References	40%
Approach, Method, Value Add	40%
Work Schedule	15%
Price	5%
Total	100%

Qualifications, Experience, References

Each submission should include information on the project team, list of past projects, and references from at least one community with which the proponent developed a GDS. Preferences will be given to proponents who have completed comparable projects across the province and country.

Approach, Method, and Value Add

Each submission should clearly demonstrate the proponent's understanding of the project, approach to collaboration and engagement, and consideration for how this work would lead to a full GDS design study. Preference will be given to bids that demonstrate how to balance existing best practices with Waterloo Region's community strengths, opportunities, and challenges (e.g. a two-tier municipal government, community ownership of four of our five utilities, strong support from community groups). Proponents can rely on WRCE as a community connection resource to these organizations in their work planning. Detailed work plans from previous projects are welcome as appendices

Work Schedule

The proposal should include a detailed work schedule for the project completion according to provided timelines and budget. Proponent should identify where support from WRCE is required to meet the objectives and budget. The work schedule should include proposed check-ins with the Project Manager and GDS Working Group, engagement sessions, and findings presentations.

Price

Maximum cost for this project (phase 1) is \$25,000. The price includes, but not limited to, labour, travel time, equipment, materials, overheads, warranty and profits, disbursements and other related charges in the performance of the work. No further changes shall be permitted by any proponent beyond the prices provided in the submission.

All prices must be quoted in Canadian funds, inclusive of all applicable duties, taxes, any and all foreseeable costs required for the fulfillment of this contract.

Submission Checklist

- Team structure and qualifications
- Experience developing at least one Green Development Standard
- References
- Approach and methodology for completing the report expectations with a description of:
 - Background analyses,
 - Materials to develop,
 - Tools or value add resources that will be used,
 - Expected challenges,
 - Efforts to consider local context,
 - Ability to work across multiple organizations,
 - Ability to leverage utility involvement,
 - Ability to leverage existing community work (TransformWR, Community Energy Investment Strategy, etc. See Appendix 2)
- Work schedule including any municipal, utility, or WRCE staff support required to meet the completion date or budget
- Cost proposal in Canadian funds with HST separated
- Information outlining any conflict of interest
- Tender Form (should be hand-signed and scanned)

Evaluation & Award

Award of this RFP shall be as recommended by the **GDS Working Group and Evaluation Committee** (see Section 2: Definition 6 on page 7 for group description and GDS Working Group & RFP Evaluation Committee on page 15 for group members).

Kitchener Wilmot Hydro Inc.'s Manager of Procurement will issue to the successful proponent a written acceptance in the form of a Purchase Order / Contract that will reference all pertinent documents and requirements. The Purchase Order # must appear on all correspondence and invoices.

Section 2: Standard Terms and Conditions

Definitions:

1. **Award** is when the contract has been signed by both the vendor and Kitchener Wilmot Hydro Inc. or a PO has been issued.
2. **Bid** is a Quote, Tender or Proposal submitted to Kitchener Wilmot Hydro Inc. to a Bid Solicitation.
3. **Bidder** is a legal entity that submits a Bid.
4. **WR Community Energy (WRCE)** is the name of the group that manages the implementation of the Community Energy Investment Strategy.
5. **Community Energy Investment Strategy (CEIS)** is a partnership between the City of Cambridge, City of Kitchener, City of Waterloo, Region of Waterloo, Grandbridge Energy Inc., Kitchener Wilmot Hydro Inc., Waterloo North Hydro Inc., Enbridge, and Kitchener Utilities. The CEIS serves a similar role to other communities' community energy plans.
6. **GDS Working Group** is the committee that will evaluate and oversee the development of GDS in Waterloo Region. The sub-committee is a part of a broader energy and land-use working group. The sub-committee consists of planners from the Region of Waterloo, the City of Cambridge, the City of Kitchener, and the City of Waterloo. Work of this subcommittee is supported by the CEIS Governance Committee.
7. **CEIS Governance Committee** is comprised of senior officials from the partnering organizations.
8. **Conflict of Interest**
 - a) is defined as a situation or circumstances, real or perceived that could give a Bidder or potential Bidder an unfair advantage during a Competitive Procurement Process or compromise the ability of a Contractor to perform its obligations under their Contract.
 - b) is a situation when a local government employee or a member of their family has a direct financial interest in a Contract or proposed Contract with the local government, and where the employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
9. **Contract** is a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.
10. **Contractor** is any legal entity to which a Contract is Awarded.

11. **KWHI** is Kitchener Wilmot Hydro Inc. It is administering the RFP on behalf of the CEIS Governance Committee
12. **Proponent** a legal entity that submits a Proposal.
13. **Proposal** is a submission received in response to a Request for Proposal, acceptance of which may be subject to further negotiations.
14. **Purchase Order** means;
 - a) a written confirmation of the Procurement of Goods and / or Services at a specific cost and required for any Procurement of Goods and / or Services
 - b) may be used as Kitchener Wilmot Hydro Inc.'s contract with the Vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.
15. **Vendor** is a supplier / seller of Goods and/or Services.

Freedom of Information

The bidder acknowledges that any bid submitted shall become a record belonging to the CEIS Governance Committee and therefore is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. This provincial law gives individuals, businesses, and other organizations a legal right to request records held by regional municipalities, subject to specific limitations. The bidder should be aware that it is possible that any records provided to KWHI on behalf of the CEIS Governance Committee, including but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials, or information about staff, parties to the bid, or suppliers could be requested under this law. **If the bidder believes that all or part of the bid should be protected from release, the relevant parts should be clearly marked as confidential.** Please note that this will not automatically protect the submission from release, but it will assist the CEIS Governance Committee in making a determination on release if a request is made.

Exclusion of Liability

The Bidder acknowledges and agrees that KWHI may be required as part of this Bid to:

- (a) make certain determinations or rulings in regard to the Bidder's compliance or another bidder's compliance with the terms and conditions of the Bid;
- (b) exercise any discretion that it has reserved to itself in this Bid, or that it has by law;
- (c) make an award of the Bid whether to the Bidder or to another Bidder;
- (d) cancel the Bid and re-bid the corresponding works in whole or in part at a later time; and/or
- (e) cancel the Bid and all corresponding works.

Workplace Safety and Insurance Board

Upon request, the Contractor shall provide KWHI with a current “Clearance Certificate” from the Workplace Safety and Insurance Board and KWHI may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers’ Compensation Act have been paid.

Safety in the workplace is accomplished by:

- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training
- compliance with the Occupational Health and Safety Act and Regulations.

Assignment of Contract

This contract may not be assigned, sub-contracted, or let out in whole or in part, without the prior written consent of KWHI.

Contract and Vendor Requirements

The vendor hereby covenants and agrees that if their Proposal or any part thereof is accepted by KWHI, they:

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall not, except with the consent of KWHI in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the CEIS or its affiliates be used for, or in connection with, any advertising or promotional purpose of the Vendor.
- c) Vendors are to treat information gained while working with KWHI confidentially and not use it for any other project and return it to KWHI if requested with no copies to be retained.

Payment

KWHI standard is for all vendors to accept payment via Electronic Funds transfer. Payment in Canadian funds for the proponent’s work may be made at the completion of key milestones, or as otherwise agreed to in writing at the Project Orientation Meeting. Invoices must be submitted based on the volume of work or milestone(s) completed.

Subject to approval of the invoice by KWHI, payment will be made within thirty (30) days. Completed work becomes the sole property of the CEIS Governance Committee.

Holdback of Payment for Unacceptable Performance

Based on ongoing performance evaluation, should all or any part of the work be deemed unacceptable by KWHI, payment for all services, or for the applicable section of the work, will be withheld until such time as the work is deemed acceptable by KWHI.

KWHI Not Employer

The proponent agrees that KWHI is not to be deemed the employer of the proponent nor its personnel under any circumstances whatsoever.

Indemnification and Hold Harmless Agreement

The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless KWHI, the CEIS, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, **arising out of or in consequence of or directly or indirectly attributable to the Work required to be performed by the Contractor, its agents, employees and sub-contractors on behalf of KWHI, whether such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees or sub-contractors.**

Section 3: Terms of Reference

Overview

WR Community Energy's (WRCE) GDS Working Group is seeking proposals from qualified and experienced consultants to educate and generate buy-in from key municipal and utility partners in preparation of the development of a unified GDS across Waterloo Region. Pending successful completion of phase 1 (internal stakeholder buy-in), phase 2 could immediately follow. The standards should be compatible with leading GDS across the Canada and, presumably, will include tier-based energy performance standards and other environmental issues pertinent to our community.

Introduction

Provincial legislation, plans, and policies encourage the establishment of sustainable complete communities and is further supported by regional and local plans, such as the Region of Waterloo's Official Plan (ROP); the Official Plans (OP) of Cambridge, Waterloo, and Kitchener; Transform WR, and the Community Energy Investment Strategy. The sum of these plans and policies, however, is not enough to ensure a clean energy transition, mitigate the worst effects of climate change, or meet our GHG reduction targets.

We further understand that in order to meet our energy and climate change goals, we need to work alongside our other leading communities to engage industry and all levels of governments.

Collaboration lies at the heart of our energy and climate change work in Waterloo Region and it is in this spirit that this RFP is prepared. WR Community Energy leads an Energy and Land-Use Working Group consisting of experts from the Region of Waterloo (the Region); the cities of Cambridge, Kitchener, and Waterloo (the cities); Waterloo North Hydro, Kitchener Wilmot Hydro, Grandbridge Energy, Enbridge Gas Inc., and Kitchener Utilities (the local utilities). This working group has prioritized the development of Green Development Standards. It's sub-committee, the GDS Working Group, is overseeing this project.

All local councils in Waterloo Region have declared a climate emergency or crises, paving the way for ambitious actions on perhaps the biggest gap in our climate action plan: community level new buildings. GDS are a critical policy tool for municipalities to guide development and community design to minimize greenhouse (GHG) emissions, adapt to changing weather patterns, preserve the natural environment, reduce infrastructure demands, and create connected and resilient communities. The GDS Working Group understands that alternatives to GDS, like sustainability checklists, do not always lead to desired results. GDS are mentioned directly or indirectly in the Community Energy Investment Strategy (CEIS) and ROP. Core elements of a GDS (e.g. energy strategies) are being explored already in our community.

An appropriate GDS for Waterloo Region will ensure that by ~2030, all new buildings in Waterloo Region are:

- Constructed to net zero emissions standards;
- Using compact design principles that enable active, or electric transportation;
- Efficiently using land and enhance the local tree canopy and green space;
- Resilient to climate change impacts like flooding and extreme weather and temperatures.

It is expected the GDS will be tier-based performance standards like other leading standards across Ontario and Canada. We believe that by aligning our standards with other leaders, we can help shape government policies and development industry responses. GDS requirements are expected to be included in an updated ROP currently in progress and that this study will support GDS language in the cities' OPs.

Project Objectives and Considerations

The main objective of this project is to promote, educate, and help existing champions advocate to our councils, utilities, and other municipal partners for a leading community-wide GDS. This work should provide a clear path forward and help position GDS to our councils, utilities, and other municipal partners as a necessary and effective tool to address climate change and the energy transition.

The future GDS, the specific details of which will be determined through phase 2, should align with leading existing GDS in Ontario including Toronto, Ottawa, and Whitby and support Transform WR's climate objectives and the CEIS's renewable local energy goals. The success of this project will:

- Secure interest from senior leadership to pursue leading GDS design
- Recommend GDS language for the cities' OPs
- Map a GDS development and engagement process that leverages our strong local connections and considers local contexts

Background and Community Context

Beyond direction from the province and expected changes to the National Building Code and the Ontario Building Code, municipalities in Waterloo Region are committed to low-carbon sustainable growth.

One of the strengths on our community is our history of collaboration when it comes to energy and climate action. WRCE's Energy and Land-Use Working Group, and the GDS Working Group that emerged from it, is the most recent example of this collaboration. Other examples include:

- [ClimateActionWR \(CAWR\)](#). CAWR is a collaboration between local organizations, community members, and municipalities within Waterloo Region focused on climate change mitigation and set a 80% GHG reduction target by 2050 (80by50).
 - The [TransformWR](#) report outlines our community's pathway to 80by50, and identifies local actions that can be taken in Waterloo Region to reduce emissions 30% by 2030.
- Community Energy Investment Strategy (CEIS). The CEIS is a partnership between municipalities and utilities to improve and sustain Waterloo Region's economic competitiveness and quality of life through the coordination of targeted energy investments.
 - [WR Community Energy](#) (WRCE) is the group that administers the CEIS. Much of the work of WRCE is done through our cross-sectoral working groups: focusing on Land-Use and Development, Communications, and Community Efficiency Financing.

Project Timelines

Description	Date (2022)
RFP Issue	May 20
Closing Date	June 3, 3:00 p.m.
Award	June 17
Subcommittee intro meeting	By June 30
Internal Engagement Completion	By September 23
Draft Report	October 14
Senior Leadership Ppt.	October 21
Final Report	November 25

Expected Deliverables

The winning bidder will meet with the Project Manager and GDS Working Group as needed but at least three times throughout the course of the project. The proposal should include the following minimum consultation activity with the GDS Working Group:

1. Project orientation
2. After preparation material but before partner engagement
3. After summary report but before senior leadership presentation

Proposals should include a detailed timeline for the below deliverables and regular check-ins with project manager.

1. Work Plan
 - a. Review Existing ROP and OPs to identify gaps and opportunities for incorporating GDS policies. (Appendix 2)
 - b. Prepare commenting matrix to record and track feedback from partners
 - c. Work with GDS Working Group to identify partners necessary for full GDS development and implementation
2. Best Practice Review and Engagement Material that address:
 - a. Leadings standards across Ontario and Canada (e.g. Vancouver, Toronto, Ottawa, Whitby, etc.)
 - b. Scan and summary of upper and lower tier official plan policies and standards
 - c. Energy performance targets and tiers
 - d. Technological solutions
 - e. City enforcement / legal concerns
 - f. Other community feedback
 - g. Other community processes
 - h.

3. Internal Partner Engagement Plan (Municipalities, Utilities)
 - a. Implementation of internal engagement plan
 - b. Minutes / Data collection matrix
4. Recommended Phase 2 Work Plan:
 - a. Include cost, timelines, learnings from other communities, and ability to leverage WRCE and other local resources to design and develop a GDS for Waterloo Region
 - b. This will be used by the GDS Working Group to decide whether to move forward with phase 2 and whether a new RFP is necessary
 - c. See table below for deliverables to be considered
5. Summary Report and 20-minute presentation to senior leadership team
 - a. Including findings from internal stakeholder engagement
 - b. OP language considerations (with consultation of GDS Working Group)

Phase 2 Deliverables may include:

Phasing	Details
Phase 2: GDS Development	
Phase 2	Marketing Materials, Communications Strategy
Phase 2	Business Case Methodology & Briefing Note
Phase 2	Business Case Report and Recommendations
Phase 2	Incentives Briefing Note
Phase 2	Meeting Materials for Workshops & Outreach
Phase 2	Engagement with Internal Staff
Phase 2	Engagement with External Partners
Phase 2	Update Draft GDS Comment Matrix
Phase 2	GDS Administration Process (flow charts)
Phase 2	Final GDS
Phase 2	Monitoring Strategy
Phase 2	Presentations to Senior Leadership and Council for Approval
Phase 2	Impact and Opportunities Report on Development Industry and Planning Processes
Phase 2	Impact Report on By-laws, and Other Processes

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Phase 2	Supporting Materials for Developers, Utilities, and Municipal Staff (application processes, compliance video, etc.)
Phase 2	GDS FAQ (e.g. response to feedback - codification of commenting matrix, industry impacts)
Phase 2	GDS Program Manual or Guidebook
Phase 2	Online Compliance Tool for Developers

GDS Working Group & RFP Evaluation Committee

Name	Organization, Role	Role
Matthew Day	WRCE, Community Energy Program Manager	Phase 1 Project Manager, Evaluation, GDS Working Group Administrator
Adam Keller	KWHI, Manager of Procurement	Procurement
Kathy Padgett	Senior Planner – Environment, Community Development Department, City of Cambridge	Evaluation, Working Group Member
Natalie Goss	Manager Policy & Research. City of Kitchener	Evaluation, Working Group Member
Max Kerrigan	Senior Development Planner / Urban Designer Integrated Planning & Public Works, City of Waterloo	Evaluation, Working Group Member
Amanda Kutler	Manager, Development Planning. Region of Waterloo	Evaluation, Working Group Member

Appendix 2: Key Documents

[Region of Waterloo Regional Official Plan](#): Specifically, **sections 2.D.1(h), 3.D.**

[City of Cambridge Official Plan](#): Specifically, **sections 2.2, 5.1 (f), 5.8(1,2)**

[City of Kitchener Official Plan](#): Specifically, **sections 7.C.4; 7.C.6**

[City of Waterloo Official Plan](#): Specifically, **sections 8.1(5); 8.1(6); 8.1(7)**

[Policy Direction Paper on Climate Change: Regional Official Plan](#). This paper proposes policy directions to be considered when updating the ROP to reduce energy use and greenhouse gas emissions. It asks key questions for public to provide input. Special attention should be paid to **sections 4.3 and 5.3**

[Community Energy Investment Strategy](#). Built on our Community Climate Action Plan, the CEIS requires municipal and utility partners to consider energy at a community scale and take action to support the energy transition. Special attention should be paid to **Appendix A (3); Appendix B (Goal 1.C)**

Waterloo Region's Climate Action Plan: [TransformWR](#)

Council Motion for [Energy Performance Tiers](#). The Cities of Kitchener, Waterloo, and Cambridge have, or will, present a motion to council to support higher building standards.

City of Waterloo. Submission Requirements Pilot for Energy Strategies. Available upon request.

Appendix 3: Tender Form

Kitchener-Wilmot Hydro Inc.
301 Victoria Street South,
P. O. Box 9010,
Kitchener, Ontario
N2G 4L2

I/We ___(Firm Name) of _____(Address) agree, for the fixed prices stated below, to supply all necessary labour, equipment and services for the complete execution of all work specified herein for the above-mentioned jobs, in strict accordance with the requirements of the contract documents.

Project – Waterloo Region Green Development Standards Design. Phase 1: Internal Buy-In

FOR THE STIPULATED SUM OF:

_____ /100 dollars \$_____

The fixed sum(s) stated above includes Harmonized Sales Taxes

I/We submit the attached breakdown of the *Contract Prices*. The breakdown of the *Contract Prices* shall be used for cost distributions and for assessing progress payments.

I/We have carefully examined all the *Contract Documents* and obtained a clear comprehensive knowledge of the work required as well as of all working conditions.

If we are notified of the acceptance of this Tender, we will commence the *Work* within _____ weeks of receiving notice and carry it through to a satisfactory completion within _____ working days from the starting date.

Name of Company

Signature of Company Official

And Corporate Seal if a Limited Company

Name of Company Official (Please Print)

Date