



Curve Lake First Nation Electronic Content Management Solution

Issued: Monday November 4th, 2013

Submission Deadline: Monday November 25th, 2013

Request for Proposal #: 161-02-13



Intent to Submit Form

**Curve Lake First Nation
Electronic Content Management Solution
Request for Proposal
161-02-13**

Proponent Name

Address

City

Province

Postal Code

Telephone Number

Fax Number

Name of Contact person

Name of signing authority for Proponent

Signature

Date

Part “A” – Information to Proponents

1. Proposals will be received by:

**Curve Lake First Nation
Government Services Building
22 Winookeeda Street.
Curve Lake, ON K0L 1R0**

2. Proposal Copies

A complete proposal submission will consist of one original and three copies of the Proposal, properly signed and marked as to contents, and one copy on digital media in PDF format. All copies to be identical in content to the original.

3. Proposal Closing

Proposals must be delivered to the above address before **2:00:00 p.m. EST on Monday November 25th, 2013**. Eastern Standard Time as viewed at <http://www.timeanddate.com> will be considered the official time when determining exact time of submission.

Proposals must be submitted on the attached Form of Proposal and must not be restricted by conditions, added statements, covering letter, or by alterations to the Proposal forms supplied, unless otherwise provided herein.

The Proposal form must be signed by a designated signing officer of the Proponent. If a joint Proposal is submitted, it must be signed and addressed on behalf of each of the Proponents.

Proposals shall be opened, publicly after 2:00 p.m. on the day of closing. Only the name of the bidder shall be read out at the public meeting to acknowledge receipt of the proposal.

4. RFP Process Conditions

The RFP does not create a tender process or a formal legally binding bidding process. The RFP shall not provide for any legal obligations and neither the Proponent nor CLFN shall have the right to make any breach of contract, tort or other claims against the other with respect to an award of contract, failure to award a contract or failure to honour a response to the RFP.

CLFN reserves to itself the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Proponent and negotiate with all or any of the Proponents. CLFN may enter into an agreement with the preferred Proponent or decide not to enter into an agreement at all.

All proposals shall remain valid for acceptance by CLFN for a period of not less than ninety (90) days.

Without limiting the generality of the foregoing, CLFN reserves the right to:

- a) Reject any Proposal whether or not complete and whether or not it contains all the required information;
- b) Require clarification of any part of the Proposal;
- c) Request additional information on any Proposal;
- d) Reject any and all Proposals without any obligation of compensation or reimbursement to the Proponents;
- e) Re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature;
- f) Negotiate with any one or more of the Proponents with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal;
- g) CLFN may, in its sole and absolute discretion, independently verify any information in any submission.

CLFN reserves the right to debrief both the successful and unsuccessful Proponents after the announcement of the selected Proponent. Wherever the words “will”, “shall” or “must” are used in this RFP, CLFN will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to CLFN at this time. CLFN must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by CLFN. The lowest priced, or any, proposal will not necessarily be accepted.

5. Indemnification

It shall be a requirement of the Proponent to agree to indemnify and hold harmless CLFN, CLFN Chief and Council, along with any Officers, Employees and Agents, from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation reasonable legal expenses and any claim for lien, and for any and all liability for damages to property and injury to persons (including death), and for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit as a result of or arising out of or in relation to the performance by the Proponent under or any breach of the terms of the Agreement by the Proponent or arising from or relating to the Pre-qualification and RFP’s including the Proponent’s own or misconduct.

6. Patents and Copyrights

The Company shall be responsible for obtaining all patent, copyright or other intellectual proprietary rights required or desired in connection with the completion of the work and the operation of the facilities after the completion of the work at its sole cost and expense and as part of the work. The Company warrants and represents that all necessary patent, copyright, trademark or other intellectual property rights are included in the work and that the company has the right and authority to transfer them or license to CLFN as part

of the work. License shall be in perpetuity, transferable and without restriction or payment.

7. Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of CLFN.

8. Insurance

The successful Proponent shall put in effect and maintain for the period of the Project, at its own expense with insurers acceptable to CLFN, all necessary insurance that would be considered appropriate for a prudent Contractor of this type, undertaking a project similar to this project including:

- a) Commercial General Liability Insurance in the joint names of the Contractor and CLFN with limits of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof, with a property damage deductible of acceptable to CLFN, including not less than Two Million (\$2,000,000.00) Dollars for products and completed operations coverage in the aggregate;
- b) Automobile Liability Insurance in respect of licensed vehicles with limits of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property, including standard automobile policy and standard contractual liability endorsement with standard owners form automobile policy providing third party liability and accidental benefits insurance and covered licensed vehicles owned or operated by or on behalf of the Contractor;
- b) Errors and Omissions Insurance with no less than Two Million (\$2,000,000) per occurrence;
- c) The Contractor will be responsible for deductible amounts under the policies;
- d) All policies shall contain waivers of subrogation against CLFN and shall be considered primary insurance.
- d) The Contractor shall deliver all other insurance as reasonably required by CLFN.

9. Holdback Provision

Any contract negotiated as a result of the RFP will contain holdback provisions at the rate of ten percent (10%) of the value of the work in place. Holdbacks will be held until thirty (30) days following the date of acceptance of the completed work.

10. Terms of Payment

Periodic progress payments shall be made throughout the term of the agreement at specific milestones as agreed to under the terms of an accepted contract. Invoices shall be submitted only after delivery, acceptance and testing of work in place and shall be payable thirty (30) days from the later of such date and the date of receipt of invoice. Any alternative payment terms put forth by the Proponent will be considered as an element of valuation in the financial evaluation of any proposals.

CLFN shall have the right to withhold from any sum otherwise payable to the proponent such amount as may be sufficient to remedy any defect or deficiency in the work, pending acceptable correction of the work.

11. Registration with the Workplace, Safety and Insurance Board (WSIB) – Contractor’s WSIB Clearance Certificate

CLFN will not be held responsible for any injury costs incurred by Contractors and/or Sub-contractors and/or their employees. In addition CLFN is not responsible for Contractors’ unpaid Workplace Safety and Insurance Board premiums. All Contractors who engage in any business with CLFN must:
Furnish a Workplace Safety and Insurance Board Clearance Certificate indicating that the Contractor is in good standing upon award of the contract and before starting work and again as part of the submission with the Certificate of Substantial Completion. In order to remain valid, the WSIB Certificate must be renewed every sixty (60) days, for as long as the contract is in effect.

12. Inquiry

All requests for clarification, information and interpretation of the RFP must be submitted in writing or by email and directed to the person named below. At CLFN’s option, any enquiries and/or responses may be communicated to all proponents.

Danielle Coppaway
IT Support
Curve Lake First Nation
22 Winookeedaa St.
Curve Lake ON K0L 1R0
P: (705) 657-8045
F: (705) 657-8708
E: itsupport@curvelakefn.ca

13. Negotiation Delay

If a contract cannot be negotiated within 30 days of the notification to the successful Proponent CLFN may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent. CLFN may then choose to negotiate a contract with the next qualified Proponent or to terminate the RFP process and not negotiate a contract with any Proponent from this RFP process.

14. Proposal Format

For ease of evaluation, Proponents are asked to respond in the following format and sequence in order to provide consistency and to ensure each proposal receives full consideration.

- All pages must be consecutively numbered.
- Title Page, showing Proposal number, Proponent name and address, the name of a contact person, and that person's telephone number.
- One page letter of introduction identifying the Proponent and signed by the person or persons authorized to sign on behalf of, and bind the Proponent to, statements made in the proposal.
- Table of Contents including page numbers.
- A maximum two page executive summary of key features of the proposal.
- The main body of the proposal.
- Implementation time lines, consideration of alternatives and details.
- List of partners/subcontractors, if applicable.
- Pricing details or costing formula.
- Any additional information, annual reports, company information or brochures, etc. (may be included as appendices)
- Responses to List of Requirements & Specifications
- References – 3 References of the Proponent(s) scoring the highest against the desirable criteria will be checked, and assessed.
CLFN will not enter into contract negotiations with any Proponent whose references are found to be unsatisfactory.
- Include the CLFN Proposal Form

15. RFP Timeline

Curve Lake First Nation has established the following timeline in relation to the Electronic Content Management System. Please note that dates are subject to change. Vendors will be notified, via an addendum to this RFP, of any changes in the timeframe.

RFP distributed	November 4 th , 2013
Proponents Conference	November 14 th , 2013
Deadline for questions submitted in relation to RFP	November 20 th , 2013
Deadline for receipt of RFP response	November 25 th , 2013
Short list of vendors determined and notified	November 29 th , 2013
Onsite vendor demonstrations	December 4 th , 2013
System implementation (estimated)	January 2013

16. Acceptance of Proposal

- Subsequent to the submission of proposals, interviews may be conducted with any Proponent but there will be no obligation to receive unsolicited information from any Proponent.
- The RFP shall not be construed as a contract and CLFN will not be obligated in any manner relating to an approved proposal(s) until a written contract(s) has been duly executed.
- Acceptance of a proposal or execution of a contract does not constitute an approval of any activity that requires approval, permit or license pursuant to any applicable federal or provincial legislation or CLFN regulations or by-laws.
- Compliance with Laws: The Contractor will provide all notices and obtain all necessary licenses and permits required to perform the work. The contractor will comply with all laws applicable to the work or performance of the contract.
- Proposals must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the company.
- Adjustments by telephone, facsimile (FAX), e-mail or letter to a bid already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal must withdraw the initial Proposal and supersede it with a later Proposal submission prior to the specified Proposal closing time.
- Proposals must be submitted in sealed envelopes or boxes and must clearly identify the name of company, address of company, RFP number and RFP title on the outside. Proposals received after the specified closing time will not be considered.
- Proposals must be initialed and marked, by the CLFN Receptionist, with the date and time it was received.
- Faxed or emailed Proposal Submissions are not acceptable.
- Delivery of the Proposal through a courier or delivery service shall be the responsibility of the Proponent and shall result in the submission being rejected where the:
 - I. Proposal submission Envelope/Package is delivered to a location other than that stated in this RFP and fails to be delivered to the required address prior to the closing date and time; and/or
 - II. Proposal submission envelope/package is enclosed in a courier envelope that does not state, "PROPOSAL DOCUMENT ENCLOSED" and is not in an inner sealed envelope or box which conforms to the labeling requirements as stated, and/or;
 - III. Proposal submission envelope/package is delivered later than the specified closing date and time.

17. Proponent's Statement of Understanding

It is understood that the Proponents have carefully examined the RFP and all of the proposal documents and have carefully examined the work to be performed if a contract is awarded. The Proponent also understands and accepts the said RFP and proposal documents, and for the prices set forth in the Proposal, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the RFP.

A Proponents' Conference has been scheduled to provide an opportunity for clarification regarding this RFP's requirements, and to address any other issues with this RFP:

Date: Thursday November 14th, 2013
Time: 2:00pm - 4:00pm
Location: Council Chambers located at
Curve Lake First Nation Government Services Building.
22 Winookeedaa St. Curve Lake, ON K0L-1R0

Attendance at the Proponent's Conference is not mandatory, but is highly recommended.

Proponents will be responsible for reviewing all conditions with respect to work, including subsurface conditions, access, property use, environmental conditions, and all other conditions in connection with the work. There is no representation, express or implied, made as to the accuracy or completeness of any information supplied by CLFN, including whether the information is suitable for the purposes of any Proponent and CLFN expressly disclaims any and all liability for any errors or omissions in such information or which may be contained in any oral or written communication transmitted or made available to any Proponent. All risk with respect to unknown, undisclosed conditions shall rest with and remain with the Proponents.

17. Clarification of Proposal Documents

No officer, agent or employee of CLFN is authorized to alter orally any portion of the RFP. During the period prior to the deadline for submission of Proposals, any alterations will be issued to Proponents as written addenda to the RFP documents and delivered by email, to each Proponent or prospective Proponent who has provided an email address on the "Intent to Submit" form.

CLFN will make every reasonable effort to ensure that each Proponent receives all addenda issued. It is each Proponent's ultimate responsibility to ensure all addenda have been received and to confirm receipt of each addendum by return email.

18. Document and Site Review

The Submission of a Proposal shall indicate that the Proponent agrees and warrants that they have examined the work and potential sites and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the proposal submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site or in respect of the work at the time Proposals, were submitted.

19. Pricing Requirements

Prices quoted shall be in Canadian funds, for the work delivered and installed. All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work with the exception of Provincial Sales Tax and/or Harmonized Sales Tax.

Curve Lake First Nation being an “Indian Band” under the Indian Act, and with the entirety of the proposed work to take place on “Reserve Lands” as defined under the Indian Act, is exempt from PST and/or HST. The Proponent is solely responsible for obtaining and relying on tax advice from its own advisors and experts, including obtaining any advance interpretations and rulings from the Canada Revenue Agency, relative to this RFP and First Nation exemptions, which it feels are appropriate.

This is intended to be a fixed price contract with no extras. All work required or desired under the terms of this RFP is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs and taxes, cost of labour, unavailability of labour or materials, increases in cost of materials. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

20. Ownership and Licenses to use and Access

The Proponent will be responsible for obtaining all licenses, or agreements in order to complete the work, all of which shall provide for the use thereof for the entire term of the project.

21. Conflict of Interest

Conflict of Interest means:

A proponent that has an unfair advantage or engages in conduct directly or indirectly, that may give an unfair advantage, including but not limited to;

- (a) Having or having access to confidential information of CLFN in the preparation of the proposal that is not available to other proponents.
- (b) Communicating with any person with a view to influencing the RFP process.
- (c) Engaging in conduct that compromises or could be perceived to compromise the integrity of the RFP process.
- (d) Arrangements with any other Proponent that compromises or could be perceived to compromise the integrity of the RFP process.

Any commitments, business or personal relationships, or financial interests with any of the following, which could, or could be perceived to exercise an improper influence over the RFP process or the performance of any contracts or agreements resulting from the RFP process:

- (i) Members of CLFN Chief and Council
- (ii) Members of any Committees of CLFN Council
- (iii) Employees or agents of CLFN

Any other commitments, relationship or financial interests that could, or be perceived to compromise, impair or be otherwise incompatible with the Proponent's effective performance of contractual obligations contemplated in the RFP.

Proponents are required to avoid any situation or circumstance which may constitute a conflict of interest and to disclose to CLFN, without delay, any actual or potential conflict of interest during the performance of their contractual obligations.

CLFN will have the sole right to determine whether a conflict of interest exists and may take such steps as are necessary to ensure resolution up to and including termination of any negotiations, contracts or agreements.

Part “B” Standard Terms and Conditions

1. Definitions

CLFN	Curve Lake First Nation, a First Nation under the Indian Act.
Company/ company	The person(s), firm(s) or corporation(s) to whom CLFN has awarded the contract.
Contract or Agreement	The legal order authorizing the company to do the work, the Proposal, the bonds or security (if any), the company's Proposal, and change notices, appendices, and addenda (if any). The formal contract as in; the offer, acceptance and consideration between competent parties made with the intent that the agreement has legal consequences and is legally enforceable.
Subcontractor	The person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Proponent	A person (s), firm(s) or corporation(s) who has submitted a Proposal under this RFP.
RFP	The Request for Proposal document issued by CLFN in response to which proposals are invited for the performance of the work.
Equipment	The materials, machinery, assemblies, instruments, devices, articles or components thereof, which form part of the subject of the contract.
Work	The whole of the works, labour, materials, equipment, software, services, matters and things to be done, furnished or performed by the successful Contractor or Proponent under the contract.

Part “C” - Project Specifications

1. Purpose

Curve Lake First Nation Chief & Council need an Electronic Content Management System to assist with storage and retrieval problems inherent in paper filing systems while reducing business costs and providing instant access to information.

2. Background

Curve Lake First Nation is located on a peninsula situated between Buckhorn Lake, Harrington Narrows and Chemong Lake. It is affiliated with the Union of Ontario Indians and one of seven Williams Treaty First Nations. The total registered population of Curve Lake First Nation is 2,177. There are 768 members who live on reserve while 1,409 live off of the reserve.

The Administration of Curve Lake First Nation deliver programs and services on a wider range than most organizations or municipalities. As a department they manage the administrative policies and business practices of the First Nation to ensure that the Chief and Council are able to effectively govern the community. Curve Lake First Nation is governed by an elected council comprising a Chief and 8 Councillors serving for a two (2) year term. Our current government structure encompasses a large full time staff complement of 100 employees in addition to other part time and contract staff (approximately 18). Employees are organized in several departments:

Finance & Administration
Health & Family Services
Education
Economic Development
Public Works
Capital Projects & Housing
Lands

Several Council committees have been established to assist the operating departments. These include Finance, Health & Family Services, Education, Economic Development, Public Works, Housing, Lands and employee Health and Safety. Additional Council Committees include, Gaming Revenue Fund, Claims, Petroglyphs, Pow Wow, Recreation, Rights and Resources and Youth Council.

The Curve Lake First Nation delivers a number of essential and non-essential programs and services to both member and non-member residents of the community.

3. Scope

The purpose of the project is to provide an Electronic Content Management System that allows Curve Lake First Nation Chief and Council to bring together all of the paper and electronic documents, store them in one place and organize them using one simple system, in any format.

The Electronic Content Management System will support Curve Lake First Nation's Chief and Council recorded information management. The system will provide the capability to manage the creation, profiling, indexing, distribution, storage retrieval, archiving and destruction of all documents and records – including all forms of physical and electronic documents.

Curve Lake First Nation works with records and documents created in a collection of internal and external applications. The system will interface with Curve Lake First Nation's business applications, including office automation and personal productivity software, and will allow for interfacing with business application software that Curve Lake First Nation may acquire in the future.

3.1 Objectives

The overall functional objectives of the Electronic Content Management System are to:

- Provide tools to manage and enhance accessibility to electronic documents, including creating efficiencies in search and retrieval of both physical and electronic documents
- Establish an integrated framework for managing paper and electronic records, including active and inactive records.
- Access content from other systems and capture electronic content from physical records.
- The new system is expected to provide the ability for management of digital records in any format, especially compatible with Microsoft Products.
- Create reports from data stored within the system to ensure regulatory compliance.
- Be flexible in order to function successfully in other departments within Curve Lake First Nation. The goal would be to start with Chief and Council, and if successful, apply to remaining departments in phases.

3.2 Current Records Management System

Currently electronic content is either stored on the users client computer, USB drive, external drives on the file server, or within a users' email. Physical documents are filed away in locked file cabinets or are boxed and kept in a secure storage area.

3.3 Electronic Content Management System

Basic Functionality

The selected electronic content management system must support basic functionality association with industry-accepted practices for the management of corporate information including the ability to administer:

- A function based Classification scheme
- Retention Schedules
- Any number of different types, forms, and formats of records (e.g. file folders, paper and electronic documents, boxes etc.)
- Desktop integration for the use and management of all forms of electronic documents
- The security of record information including privacy and confidentiality provisions.
- Varying levels of access to record information by employees
- Compatible and easily integrated with all Microsoft Products
- Flexible for configuration of information required for reporting, retrieval and destruction.

3.4 Existing Hardware & System Software

Curve Lake First Nation Administration's IT environment is fairly modern. Curve Lake First Nation Administration Staff currently use Microsoft Windows 7 Professional on client computers. Some staff use client computers running Microsoft Windows XP Professional and there are also a few running Windows 8 Professional. There are both desktops and laptops used within the network.

We use the following applications heavily on a day to day basis: Microsoft Word, Microsoft PowerPoint, Microsoft Outlook, Microsoft Excel, Microsoft Publisher, and Microsoft Access, as well as Adobe Acrobat. Future expansion would require compatibility with Accpac and Crystal Reports which are utilized by Finance.

We are currently upgrading our existing infrastructure from copper to fiber between the 9 Government Buildings. We are also in the process of upgrading our server infrastructure to be virtualized on a VMware vSphere platform. We will have a file server and a terminal server running on Microsoft Windows Server Standard 2012, and an Exchange Email Server running Microsoft Exchange Server Standard 2013.

3.5 Implementation

Implementation, including installation and initial configuration, in cooperation with Curve Lake First Nation Staff, along with the required training shall be included in the proposed price.

4. Restrictions

The Proponent must limit all activities to the hours of 8:30am to 4:30pm, Monday to Friday, excluding Curve Lake First Nation recognized holidays.

5. Ownership

The software, hardware, licensing, and its associated electronics shall be 100% fully owned by Curve Lake First Nation.

6. Operations and Maintenance

Proponents are asked to provide in the proposal a plan for making sure that any software or equipment will be able to integrate successfully with the systems we currently use at the Curve Lake First Nation Admin Building. Proponents are also asked to provide a plan addressing operations and maintenance of any software/hardware and any emergency repairs.

7. Schedule

The Proponent is to provide an implementation schedule for the project including completion dates, interim key milestones and working assumptions and dependencies. The objective of the project is to be completed by **January 31st, 2013**.

8. Acceptance Process

At the completion of the construction and installation, Curve Lake FN or its designate and the Proponent shall complete a mutually agreeable acceptance process demonstrating the Electronic Content Management System is capable of scanning, storing and retrieving both electronic and hard copy documents to ensure the project is completed.

9. Proposed Financials

The Proponent shall provide a detailed financial breakdown including labor, materials and any other project costs. The quotes shall be all inclusive.

The project financials must be provided separately and independently for each project component that a Proponent is applying for, allowing the evaluation team to potentially select separate Proponents for each component.

10. Response Requirements

The Proponent in their proposals must provide detailed technical information in the following areas where appropriate based on their design:

- Description of the technologies used
- Make and model and technical specifications of all equipment
- Vendor and version and technical specifications of all software

Part "D" Bid Form

Proposal No. -----

Documents to be Enclosed With This Bid Form.

**(1) Original, three (3) Copies and 1 PDF on digital media (all identical)
of The Complete Bid Document and Required
Documentation**

1. PROPONENTS INFORMATION FORM

Proponents must complete this form and include with the Bid Submission
Please ensure all information is legible.

1. Company Name

2. Main Contact Individual

3. Address

4. Office Phone # EXT

5. Fax #

6. E-mail address

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing
quoted includes the provision set out in such addendum(s)

ADDENDUM # DATE RECEIVED

#	_____	_____
#	_____	_____
#	_____	_____

___ Check here if NO Addenda received.

PROPONENT

SIGNATURE

DATE

(All unit prices are NOT to include PST or HST)

[illegible]

The Proponent acknowledges that award or non-award of this RFP shall not be based upon price alone, but shall be a scored evaluation award as detailed herein.

To Curve Lake First Nation, Hereafter called "CLFN":

1. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
2. THAT I/WE have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part “A” Information to Proponents; Part “B” Definitions; Part “C” Project Specifications and Part “D” Bid Form.
3. THAT I/WE do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials and services mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. or other taxes in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.

4. THAT this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that CLFN may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.

5. THAT the awarding of the Contract by CLFN is based on this submission, which shall be an acceptance of this Bid.

6. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Bid Document and to execute a formal contract in triplicate, if required, within Ten (10) Working Days after notification of award. I/WE understand that any acceptance by CLFN is fully conditional upon the receipt of said documentation, security and certifications by CLFN within Ten (10) Working Days. If I/WE fail to do so, CLFN may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.

7. THAT I/WE agree to save CLFN, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Proponent is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this bid.

PROPONENT'S SIGNATURE AND SEAL:

POSITION:

WITNESS:

POSITION:

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE _____ OF _____
(Town/City)

THIS _____ DAY OF _____ 2013.