



# BRAMPTON

Flower City

The Corporation of the City of Brampton

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Cover Page

## PROPOSAL DOCUMENT

REQUEST FOR PROPOSAL CALL NO. RFP2019-078

CONSULTING SERVICES FOR ACADEMIC ENGAGEMENT AND PLANNING FOR A  
BRAMPTON UNIVERSITY

**CLOSING DATE:** OCTOBER 16<sup>th</sup>, 2019

**CLOSING TIME:** NOT LATER THAN 2:00:00 o'clock p.m. LOCAL TIME IN  
BRAMPTON, ONTARIO

**PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE  
REJECTED.**

Questions related to the RFP Call are required to be submitted to the Purchasing Representative through the Bidding System using the Submit Question button.

**Purchasing Representative**

Rino Minaudo  
Supervisor, Purchasing  
Email: [rino.minaudo@brampton.ca](mailto:rino.minaudo@brampton.ca)  
Phone: 905-874-2262

**ELECTRONIC PROPOSALS ONLY**

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## **CHECKLIST FOR SUBMITTING A PROPOSAL**

### **Note**

This checklist is provided solely for the convenience of Bidders and is part of the Proposal Document. It will not be considered in evaluating Proposals, but is intended to assist Bidders to submit compliant Proposals. Bidders should be aware the checklist may not include all bidding requirements. Please review the requirements of the Proposal Document and the items below for compliance before submitting your Proposal.

- ☐ Proposal Document read and understood, and any questions have been submitted to the Purchasing Representative and answered.
- ☐ Proposal is completed in the Bidder's full legal name.
- ☐ Bid Deposit submitted with the Proposal, if required (refer to Section 13 of Instructions to Bidders).
- ☐ Mandatory pre-submission meeting attended, if required by the Proposal Document.
- ☐ All addenda received and acknowledged.
- ☐ Proposal received by the Owner's Bidding System on or before the Closing Time on the Closing Date.
- ☐ Proposal conforms to all other requirements of the Proposal Document.

## **INTERPRETATION - Glossary**

In the Proposal Document,

“Addenda” or “Addendum” means a document containing additional information or changes to the requirements of the Proposal Document issued by the Owner which is part of the Proposal Document;

“Bid Deposit” means the deposit specified in the Instructions to Bidders;

“Bidder” any proponent, respondent or other person or entity who has obtained official procurement documents for the purpose of submitting, or who has submitted, a Proposal in response to the Request for Proposal Call;

“Bidding System” means the electronic system used by the Owner for its public tenders, bids and request for proposals at the following website <https://brampton.bidsandtenders.ca>, which Bidding System is required to be used for all dissemination of information by or on behalf of the Owner and all submissions from Bidders for this RFP Call.

“Closing Date” means the date on which Proposal Closing takes place;

“Closing Time” means the time at which Proposal Closing takes place;

“Constituting Documents” means the articles of incorporation, articles of amalgamation or articles of continuation, or similar government issued documentation, setting out in the complete and current legal name of the Bidder.

“Contract” means a formal legal agreement between two or more parties with binding legal and moral implications whereby goods and/or services are exchanged for money or other consideration;

“Contract Documents” means the documents making up the Contract;

“Purchasing Representative” means the person named as the Purchasing Representative on the Proposal Document Cover Page;

“Irregularity” means a variation in a Proposal from the requirements of the RFP Call;

“Material Irregularity” means an Irregularity substantial and material to an award, which could give a Bidder an unfair advantage over others who have submitted a Proposal;

“Owner” means The Corporation of the City of Brampton;

“Personal Information” means any information about an identifiable individual which is required to be protected pursuant to MFIPPA or any other laws (including regulations and common law) pertaining to the protection of personal, healthcare or insurance information;

“Plan Taker” means a Bidder who has registered in the Bidding System to participate in the RFP Call Process;

“Project” means the project described in paragraph 2.1 of this Part A Information for Bidders, Instructions to Bidders.

“Proposal” means a bid from a Bidder submitted in response to the RFP Call;

“Proposal Closing” means the Closing Date and Closing Time set forth in the Instructions to Bidders;

“Proposal Validity Period” means the period during which Proposals are valid, irrevocable and open for acceptance by the Owner without adjustment;

“Purchasing Representative” means the person named as the Purchasing Representative on the Proposal Document Cover Page;

“Request for Proposal (RFP) Call” means an invitation from the Owner to Vendors to submit a Proposal;

“Request for Proposal (RFP) Call Process” means the process in this RFP Call which begins when the RFP Call is advertised or solicited and ends when (i) the Owner signs an agreement and/or issues a purchase order with a Bidder, or (ii) when the RFP Call is cancelled; “Proposal Document” means the documents listed in the Index, issued by the Owner to the Bidder under the RFP Call, and includes any Addenda;

“Successful Bidder” means the Bidder to whom the Contract is awarded;

“Vendor” means a Vendor as defined in the Purchasing By-law 19-2018, or one of a restricted group of Vendors under the terms of the RFP Call;

Except as the context may otherwise require, the words “City” and “City of Brampton” used in the Proposal Document mean The Corporation of the City of Brampton.

Except as otherwise defined in this Proposal Document, the capitalized words used in the Proposal Document shall be given the meaning ascribed to them in the City’s Purchasing By-law 19-2018.

## 1. INTRODUCTION

- 1.1. The City of Brampton's objective is to conduct a fair, open and transparent RFP Call Process providing for equitable treatment of Bidders, while maintaining the highest standards of integrity in the process.
- 1.2. The RFP Call shall be governed by the City's Purchasing By-law 19-2018 and related policies and procedures which are available on the City's website at [www.brampton.ca](http://www.brampton.ca).
- 1.3. This procurement is subject to the *Canadian Free Trade Agreement (CFTA)*, the *Comprehensive Economic and Trade Agreement (CETA)* and the *Ontario-Quebec Trade and Cooperation Agreement (OQTCA)*.

## 2. PROJECT

- 2.1. The RFP Call is for a Project consisting of the work and requirements as described in this Proposal Document.

## 3. INVITATION TO BID

- 3.1. The invitation to bid is made by The Corporation of the City of Brampton, 2 Wellington Street West, Brampton, Ontario, L6Y 4R2.

## 4. SUBMISSION AND RECEIPT OF REQUEST FOR PROPOSALS

- 4.1. The Corporation of the City of Brampton (Owner) will **only** accept **electronic Proposals** submitted through the Owner's Bidding System. Proposals submitted and/or received by any other method will be rejected, unless the Owner has instructed otherwise by published Addenda in respect of a Proposal. Proposals submitted in any other manner will be disqualified. Hard copy Proposals shall **NOT** be accepted.
- 4.2. Proposals must be submitted electronically through the Owner's Bidding System, and received by the Owner not later than 2:00:00 p.m., local time in Brampton, Ontario as established by the Research Council of Canada, on the specified Closing Date of:

**OCTOBER 16<sup>th</sup>, 2019**

- 4.3. The Closing Date and Time shall be determined by the Owner's Bidding System website clock.
- 4.4. Late Proposals will not be accepted by the Owner's Bidding System.
- 4.5. The receipt of Proposals can be delayed due to factors such as "internet traffic", file transfer size, transmission speed, and any other causes for delay. Bidders should allow sufficient time to upload their Proposal, including any attachments.

- 4.6. A Proposal will only be considered to have been submitted once it has been **RECEIVED** by the Owner in its Bidding System, regardless of when the Proposal was submitted by the Bidder.
- 4.7. Bidders will be sent a confirmation email from the Owner's Bidding System to the email address provided by the Bidder when it registers as a Plan Taker in the Bidding System for the RFP Call advising that their Proposal was submitted successfully. Bidders should **not** consider their Proposal to have been submitted until they have received the confirmation email.
- 4.8. Bidders are solely responsible for the delivery of their Proposals in the manner and by the date and time prescribed. Each Bidder is responsible for the actual delivery of its Proposal prior to the Closing Time on the Closing Date.
- 4.9. The Owner is not responsible for any incomplete or misdirected Proposals due to electronic technical problems arising out of the Bidder's use of the Owner's Bidding System.

## 5. VENDOR ACCOUNT

- 5.1. This Proposal Document is available only through the Owner's Bidding System at <https://brampton.bidsandtenders.ca>. A Bidder who has not obtained this Proposal Document through the Owner's Bidding System may be ineligible for further consideration unless a third party has requested this Proposal Document from the Owner's Bidding System on the Bidder's behalf and that Bidder has identified the third party in the Proposal as being authorized to do so.
- 5.2. All Bidders must have a Bidding System Vendor account and be registered as a Plan Taker for this RFP Call opportunity, to enable the Bidder to download the Proposal Document, to receive Addenda email notifications, download Addenda and to submit their Proposal electronically through the Bidding System.
- 5.3. To ensure receipt of the latest information and updates via email regarding this Proposal or if a Bidder has obtained this Proposal Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the RFP Call at <https://brampton.bidsandtenders.ca>.

## 6. PROPOSAL DOCUMENT

- 6.1. (a) The information provided in this Proposal Document or otherwise by the Owner in any connection with this RFP Call, is provided on an "as is" basis, with no representations, warranties or covenants, implied or express, concerning the nature or the quality of such information, including without limitation its completeness, accuracy, currency, reliability, authenticity or the Owner's rights to disclose any such information.

(b) All information provided in this Proposal Document is based on the Owner's knowledge and intent as of the date this RFP Call is issued and may change during the course of the RFP Call. The Bidder accepts and acknowledges its duty to investigate and conduct due diligence enquiries into the subject matter and circumstances of this RFP Call.

(c) The Owner and its officers, employees, agents, consultants and advisors shall not be liable or responsible in respect of any aspect of this RFP Call, or for any oral or written information, or any advice, or any incompleteness, errors or omissions in this Proposal Document or information disclosed or otherwise provided to the Bidder under this RFP Call and all of the foregoing, in respect of which Bidders shall assume all risk.

## 7. REQUESTS FOR CLARIFICATION AND ADDENDA DURING BIDDING PERIOD

- 7.1. Questions related to the RFP Call are required to be submitted to the Purchasing Representative through the Bidding System by using the Submit Question button.
- 7.2. Questions are required to be received **no later than one week prior to Proposal Closing**. The Owner reserves the right not to accept, consider or respond to any questions received after the date specified.
- 7.3. Responses to questions which, in the sole judgment of the Purchasing Agent, require an addition to, deletion from or alteration to the requirements of the Proposal Document will be provided to Bidders in writing as Addenda. Addenda will be posted to, and available from, the Bidding System.
- 7.4. Addenda shall be part of the Proposal Document. Bidders shall include the cost implications of all Addenda in the Proposal.
- 7.5. The Bidder shall consider the requirements of all Addenda issued during the bidding period for submitting Proposals in the preparation of the Proposal.
- 7.6. The Owner will notify Bidders of the issuance of Addenda via email generated by the Bidding System and sent to registered Plan Takers for a RFP Call; however, it is the Bidder's responsibility to ensure that it has received and downloaded all Addenda prior to submitting its Proposal. The Owner shall not be liable for any misdirected notices of Addenda resulting from a Bidder's failure to update its contact information in the Bidding System and/or Bidders failing to check for Addenda prior to submitting their Proposal.
- 7.7. In the event that an Addendum is issued after a Bidder has submitted its Proposal, the Owner's Bidding System shall withdraw the Proposal and change the status of the Proposal to "incomplete" and the Bidder will be required to acknowledge the addendum and resubmit its Proposal prior to Proposal Closing. The Bidder is solely responsible to:

- (a) make any required adjustments to their Proposal;
- (b) acknowledge the Addenda; **and**
- (c) ensure the re-submitted Proposal is RECEIVED by the Bidding System no later than 2:00:00 p.m. local time in Brampton, Ontario, on the Proposal Closing Date.

- 7.8. The onus is on the Bidder to ensure the Bidder receives all Addenda issued prior to submission of the Proposal, whether they have received notification from the **City of Brampton** Bid Opportunities website or not. Bidders must acknowledge receipt of all Addenda when submitting their Proposal through the Bidding System. Failure to acknowledge Addenda will result in the Proposal being deemed “incomplete” and will not be accepted in the Bidding System.
- 7.9. Bidders shall not rely on oral instructions, clarifications, comments or statements of any kind. Neither the Owner nor any of the Owner’s consultants will be responsible for, or bound by, oral instructions, clarifications, comments or statements of any kind. Clarifications will only be issued in the form of written Addenda and only where the Owner deems it necessary.
- 7.10. Should a Bidder find discrepancies, ambiguities or omissions in the Proposal Document, or have questions about the meaning or intent of anything in the Proposal Document, prior to the Proposal Closing, the Bidder is required to notify the Purchasing Representative in writing, as soon as possible.
- 7.11. The Owner’s intent in this RFP Call is to permit competition. It shall be the Bidder’s responsibility to advise the Purchasing Representative in writing of any language, requirement, specification or any combination thereof in the Proposal Document, which restricts or limits competition. Such notification is required to be received by the Purchasing Representative **no later than one week prior to the Proposal Closing**.

## 8. COMMUNICATION

- 8.1. During the RFP Call Process, Bidders are not permitted to contact, directly or indirectly, any employee, elected official, officer, agent, consultant, advisor or other representative of the Owner, concerning the RFP Call, other than the Purchasing Representative named in the Proposal Document Cover Page or his or her delegate. Any communication by a Bidder with anyone other than the Purchasing Representative named in the Proposal Document Cover Page or delegate may result in the disqualification of the Proposal from the RFP Call, and disqualification of the Bidder from participating in future RFP Calls.

## 9. REVIEW OF SITE CONDITIONS

- 9.1. Bidders are responsible for carefully examining the site of every Project and to inform themselves fully as to the existing conditions, limitations, access, surrounding site

conditions and all other conditions, and shall consider in the preparation of the Proposal, the complete cost of every Project contemplated by the Proposal Document. Failure of Bidders to familiarize themselves with site conditions will not be an allowable reason for an increase in Contract costs.

## 10. PRE-SUBMISSION MEETINGS

- 10.1. Where a pre-submission meeting is scheduled, the purpose of the meeting will be to review the terms, conditions and specifications of the Proposal Document and receive any questions. Any answers to questions will be issued by Addenda in writing, where the Owner deems it necessary.
- 10.2. Bidders will be required to sign an attendance sheet confirming their attendance prior to the start of the pre-submission meeting. Bidders who arrive after the pre-submission meeting has started will not be permitted to sign the attendance sheet. It is the Bidder's sole responsibility to ensure timely attendance and sign-in at the meeting.
- 10.3. Bidders must observe all health and safety and security requirements during the pre-submission meeting. Bidders acknowledge that the Bidder, its employees, and representatives attend pre-submission meetings at their own risk.
- 10.4. Where applicable, Bidders must comply with Occupational Health and Safety Act regarding personal protective equipment (PPE), which consists of hard hats and safety boots. Safety vests may also be required.
- 10.5. Where a pre-submission meeting is scheduled, the Owner, at its sole discretion, (i) reserves the right not to proceed with the pre-submission meeting, (ii) may extend, delay, or change the date of the pre-submission meeting, (iii) may schedule more than one pre-submission meeting, and/or (iv) cancel the RFP Call.

## 11. PROPOSAL REQUIREMENTS

- 11.1. The Proposal is required to conform to the bid requirements in this Part A Information for Bidders, and Proposals failing to do so may be disqualified.
- 11.2. The Proposal must be legibly completed.
- 11.3. Any documents of a Proposal being uploaded must:
  - (a) be in Adobe pdf format; and
  - (b) **NOT** have a security password.
- 11.4. It is the Bidder's sole responsibility to ensure that any uploaded documents of a Proposal:

- (a) are not defective, corrupted or blank; and
  - (b) can be opened and viewed by the Owner.
- 11.5. The Owner may disqualify or reject a Proposal that contains documents that cannot be opened and verified by the Owner.
- 11.6. The Proposal is required not to be restricted by a statement added to the Proposal or a covering letter or alterations to the Proposal Document provided by the Owner unless otherwise specified by the Owner. Other forms or agreements may not be considered.
- 11.7. All costs and expenses incurred by a Bidder in the preparation and submission of a Proposal, or in providing any additional information in connection with a Proposal, shall be borne solely by the Bidder, without reimbursement by the Owner.
- 11.8. The Total Stipulated Price shall include all labour, equipment and materials and utility and transportation services necessary to perform and complete all work required under the Contract, including all miscellaneous work, whether specifically included in the Proposal Document or not. It is the intention of the specifications and drawings to provide finished work. Any items omitted which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Proposal Document and considered in the preparation of the Proposal.
- 11.9. Each item in the Price Schedule shall be reasonably priced for such item. Proposals that contain prices which appear to be unbalanced as to affect adversely the interest of the Owner, may be rejected. All prices must be quoted in Canadian dollars.
- 11.10. The Owner is required to inventory assets in accordance with the Public Sector Accounting Board – Tangible Capital Assets (PSAB 3150). The attached “PSAB Inventory Management Form” shows each component that is specific to the Project. Bidders shall include in their Proposal, all costs associated to invoice in the prescribed method. The Successful Bidder shall be required to break down the total amount of each invoice (to include, all costs, but not limited to design, labour, materials, installation, delivery) for components checked off on the “PSAB Inventory Management Form”.
- 11.11. (a) The Proposal is required to be executed in the full legal name of the Bidder. Where the Bidder is a corporation, the Bidder’s name should be identical in all aspects to that on its Constatting Documents.
- (b) The Proposal is required to be submitted by an authorized person with authority to submit the Proposal on behalf of the Bidder and with authority to bind the Bidder.

(c) Where a Proposal is submitted by more than one legal entity as Bidder, the full legal name of each of them shall be specified.

- 11.12. The Bidder must disclose to the Owner any potential conflict of interest that might compromise performance of the work. If such conflict of interest does exist, the Owner may, at its sole discretion, refuse to consider the Proposal.
- 11.13. In accordance with Purchasing By-law 19-2018, Section 10 Code of Conduct and Conflict of Interest, the Bidder must also disclose whether it is aware of any employee of the Owner, Council member or member of an Owner's agency, board or commission or employee thereof having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises prior to the award of a Contract, the Purchasing Agent may, at its sole discretion, refuse to consider the Proposal or withhold the awarding of any contract to the Bidder until the matter is resolved to the Purchasing Agent's sole satisfaction.
- 11.14. Bidders are cautioned that the acceptance of their Proposal may preclude them from participating as a Bidder in subsequent projects where a conflict of interest may arise. The Successful Bidder for this Project may participate in subsequent/other Owner projects provided the Successful Bidder has satisfied pre-qualification requirements of the Owner, if any, and in the opinion of the Owner, no conflict of interest would adversely affect the performance and successful completion of a contract by the Successful Bidder.
- 11.15. The Owner reserves the right at its sole discretion to disqualify a Proposal or terminate any ensuing Contract, if at any time the Owner discovers evidence of an undeclared connection of any members of City Council or officials or employees of the Owner with the Contract, or any conflict of interest, or collusion or fraud.
- 11.16. All Proposals submitted to the Owner become the property of the Owner. All information in a Proposal will be subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and this Proposal Document.
- 11.17. The Bidder will comply with any laws (including regulations and common law) pertaining to the privacy and protection of Personal Information to which Bidder is subject.
- 11.18. The Bidder will provide the Owner with information, cooperation and assistance, as requested by the Owner from time to time, in order to enable the Owner to comply with any and all requirements to which the Owner is subject under any laws (including MFIPPA, regulations and common law) pertaining to the privacy and protection of Personal Information.

11.19. This RFP Call, and any resulting Contract, shall be governed by the laws of the Province of Ontario, Canada.

## **12. IRREGULARITIES**

12.1. The Purchasing Agent will reject Proposals containing any Material Irregularity. The Purchasing Representative will notify Bidders whose Proposals are rejected due to a Material Irregularity prior to award.

12.2. The following Irregularities shall be deemed to be a Material Irregularity:

**1. Late Proposal**

(a) The Proposal is not received by the Owner's Bidding System on or before the Closing Time on the Closing Date;

**2. Price**

(a) Prices are not complete and specified as required;

**3. Authority to Bind the Bidder**

(a) The Proposal is not submitted by a representative of the Bidder with authority to submit a Proposal on behalf of the Bidder and with authority to bind the Bidder;

**4. Bid Deposit**

(a) The Bid Deposit is not submitted with the Proposal when required;

(b) The Bid Deposit is not properly executed or not in the form specified as per Section 13 of the Proposal Document;

(c) The amount of the Bid Deposit is not equal to or greater than the amount required;

(d) The Bid Deposit is not in the name of the Bidder;

**5. Mandatory Pre-Submission Meetings**

Failure of Bidder to attend a mandatory pre-submission meeting.

## **13. BID DEPOSIT – NOT APPLICABLE**

## **14. SECURITIES – NOT APPLICABLE**

## **15. WITHDRAWAL AND EDIT OF PROPOSALS**

15.1. A Bidder who has submitted a Proposal may edit or withdraw the Proposal prior to Proposal Closing.

- 15.2. A Bidder who wishes to edit its Proposal after it has been submitted must withdraw its Proposal, make the necessary changes, and resubmit its Proposal prior to Proposal Closing.
- 15.3. The Bidder is solely responsible to ensure the re-submitted bid is **RECEIVED** by the Owner's Bidding System no later than 2:00:00 p.m. local time in Brampton, Ontario, on the Proposal Closing Date.

## 16. CHECKING OF PROPOSALS

- 16.1. Proposals will be opened and checked by the Purchasing Representative or delegate to ensure compliance with the requirements of the Proposal Document. Unofficial Proposal results may be available after 2:30 p.m. on the Proposal Closing Date on the Owner's Bids and Tenders website at  
  
<https://brampton.bidsandtenders.ca>.
- 16.2. The Owner reserves the right for the Purchasing Agent, at the Purchasing Agent's sole discretion, not to proceed with the opening of the Proposals and to delay / change the Closing Date and / or Closing Time and / or cancel the RFP Call as the Purchasing Agent may deem appropriate, in the Purchasing Agent's sole discretion.
- 16.3. All Proposals received are unofficial until they have been reviewed by the Owner for compliance, which may alter the ranking of the lowest Bidder. A decision to accept or reject a Proposal due to Irregularities will not be made until a review has been conducted.
- 16.4. In the event of an inconsistency or mathematical error between a unit price and an extended price based on estimated quantity, the unit price shall be deemed to be correct and the extended price shall be corrected accordingly. In the event of an inconsistency or mathematical error such that the Total Stipulated Price is not the sum of amounts bid for the individual items, the amounts bid for the individual items shall be deemed to be correct and the Total Stipulated Price shall be corrected accordingly.
- 16.5. The intent of the Bidder as shown in the Proposal should be considered and the Proposal adjusted accordingly.

## 17. RIGHTS RESERVED TO OWNER

- 17.1. In addition to any other rights reserved to the Owner, the Owner reserves the right, privilege, entitlement and absolute discretion, for any reason whatsoever, to:
- (a) accept a Proposal which is not the lowest Proposal;

- (b) reject a Proposal which is the lowest Proposal, even if it is the only Proposal received;
- (c) cancel the Proposal Call at any time, either before or after the Closing Date;
- (d) accept or reject any and all Proposals, whether in whole or in part;
- (e) except in the case of an Irregularity which requires a Proposal to be disqualified, accept a Proposal that contains Irregularities;
- (f) award any part of any Proposal; and
- (g) accept or reject any unbalanced Proposal.

17.2. Without in any way limiting the Owner's rights, and notwithstanding that Bidders may have been pre-qualified, the Owner may accept a Proposal which is not the lowest Proposal where the Purchasing Agent, in the Purchasing Agent's sole and absolute discretion, considers the Proposal to be most advantageous to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner, based upon the Bidder's:

- (a) price;
- (b) ability to perform;
- (c) proposed schedule;
- (d) ability to complete within the time required by the Owner;
- (e) quality;
- (f) level of service;
- (g) proposed personnel and subcontractors;
- (h) past experience;
- (i) past performance;
- (j) qualifications; and
- (k) such other matters as could reasonably be anticipated to be of concern to the Owner.

17.3. The Owner further reserves the right, in its sole and absolute discretion, to accept or reject a Proposal which, in the Purchasing Agent's sole opinion, is incomplete, obscure, irregular, conditional or qualified, or which has erasures, alterations or corrections, or otherwise does not fully comply with the requirements of the Proposal Document if, in so doing, the best interests of the Owner will be served, provided that in the sole opinion of the Purchasing Agent the Irregularity is not a Material Irregularity.

- 17.4. The Owner reserves the right to request supplementary or additional information from one or more Bidders after Proposal Closing, without affecting the validity of the Proposals submitted, as may be required to clarify a Proposal and facilitate the Owner's decision to award a Contract, if any. Such requested information will not alter the Proposal or constitute negotiation with the Bidder, and the Owner is not obligated to seek clarification from a Bidder, or with respect to any Proposal which is deficient or not acceptable.
- 17.5. The Owner may, in its absolute discretion, but is not required to, independently verify any information in any Proposal. The Owner reserves the right to disqualify any Bidder whose Proposal contains any false or misleading information in the opinion of the Owner acting through the Purchasing Agent in the Purchasing Agent's absolute discretion.
- 17.6. The Owner reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the RFP Call, and to award contracts to one or more Bidders.
- 17.7. The Owner reserves the right to proceed in its sole and absolute discretion it determines, at any time following receipt of the Proposals, including, without limitation, to proceed with issuing a second or more, or a modified Proposal Document for subject of the RFP Call or entering into Contract negotiations with any Bidder or Bidders.
- 17.8. Without limiting the generality of the foregoing, in the event the Total Stipulated Price of each Proposal exceeds the Owner's approved budget amount, the Owner may, in its sole and absolute discretion, elect to negotiate with the Bidder who submitted the best compliant Proposal to an amount that is within budget. If negotiations for a Contract with the best compliant Bidder fail, the Owner reserves the right to negotiate with the next best compliant Bidder, and so on as necessary, until successful negotiations are concluded or the RFP Call is terminated.
- 17.9. The Owner, shall have the right in its absolute discretion, to disqualify or reject a Bid, if the Bidder is disqualified from participating in procurements of the Owner under a Vendor suspension administrative directive and in accordance with such other policies, standard operating procedures or protocols as may be in effect.
- 17.10. The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance or delay in awarding the Contract.
- 17.11. The Owner reserves the right for the Purchasing Agent in the Purchasing Agent's sole discretion to remove from the Owner's Official Vendor File, for a period, the name of any Bidder for failure to enter into a contract as awarded, or for unsatisfactory

performance of Contract pursuant to any applicable Vendor suspension administrative directive.

- 17.12. Without in any way limiting the Owner's other rights respecting Proposal evaluation, the Owner may, when determining the amount Proposal by any or all Bidders, consider any or all alternate prices, and/or separate prices, and/or itemized prices, and/or unit prices submitted in compliance with the Proposal Document.

## **18. BID VALIDITY PERIOD**

- 18.1. All Proposals shall be valid, irrevocable and open for acceptance by the Owner and no adjustment shall be made to the Proposals for a period of ninety (90) days from the date of Proposal Closing.
- 18.2. All prices shall remain firm for the duration of the Contract and are subject to acceptance within ninety (90) days from the Closing Date specified in the Proposal Document.

## **19. INSURANCE – ALL IN ACCORDANCE WITH PART B CONTRACT EXECUTION PACKAGE – INSURANCE REQUIREMENTS**

## **20. AWARD OF CONTRACT**

- 20.1. Acceptance of the Proposal and award of the Contract will be by written Notice of Award by the Owner to the Successful Bidder.
- 20.2. (a) After award and before the Owner executes the Contract, the Successful Bidder shall provide a valid Workplace Safety and Insurance Board Clearance Certificate from the Ontario Workplace Safety and Insurance Board.
- (b) If the Successful Bidder does not require Workplace Safety and Insurance Board Insurance, the Successful Bidder shall provide proof to the Owner from the Workplace Safety and Insurance Board of such status before the Owner executes the Contract.
- 20.3. The Bidder to whom this Contract is awarded shall execute and return the Contract Documents within five (5) days from the date of mailing the Notice of Award by the Owner the following items.
1. Agreement (Two (2) original copies signed and sealed as required)
  2. Certificate of Insurance
  3. WSIB Clearance Certificate.

- 20.4. The Owner may require the Contract to be executed by the Bidder in the name in which the Proposal was submitted. In the event of a difference between the name of the Bidder and the name under which it is proposed to enter the Contract,
- (a) the Owner may disqualify the Proposal or treat the Bidder as refusing to enter into the Contract as awarded; or
  - (b) the Owner may, but shall not be obliged to, require that the Bidder provide evidence that the party proposing to enter into the Contract is one and the same entity as the Bidder. Such evidence may include a Corporate Status Certificate or Certificate of Compliance or any other documentation acceptable to the Owner. Acceptable documentation shall be dated no more than six (6) months from the date of request.
- 20.5. The Successful Bidder may be required to submit a preliminary project schedule showing the various components of the work, from receipt of purchase order through to Total Performance of the Work in which event the Successful Bidder shall submit the preliminary project schedule to the Owner within ten (10) days after Notice of Award.
- 20.6. The Successful Bidder shall not commence work until receipt of a Purchase Order from the Owner.
- 20.7. The Owner is required to pay the Harmonized Sales Tax (HST) on all goods, materials, labour, services and equipment. This tax must be shown separately and shall not be included in the unit prices.

## **21. DEBRIEFING**

- 21.1. Bidders may request a debriefing after award of Contract. Requests in writing must be made to the Purchasing Representative within sixty (60) days of award of Contract. The intent of debriefing is to assist Bidders in presenting better Proposals in subsequent procurement opportunities. Debriefing is not for the purpose of providing an opportunity to challenge the procurement process. Debriefing will not alter an award decision.

## **22. DEFAULT**

- 22.1. In the event of default or failure of the Bidder to execute and return the Contract Documents within the time required to do so, or if the Bidder, for any reason, fails or defaults in respect of any other matter or thing which is an obligation of the Bidder under the terms of the RFP Call before execution of the Contract by the Bidder and the Owner, in addition to any other rights of the Owner, the Owner shall be at liberty to do any one or more of the following:

- i) retain the money deposited by the Bidder to the use of the Owner, and deal with the requirements of the RFP Call in any way the Owner deems best;
- ii) disqualify the Proposal from the RFP Call;
- iii) require the Bidder to pay to the Owner the difference between this Proposal and any greater sum which the Owner may expend or incur by reason of such default or failure, including the cost of any new procurement; and the Bidder shall indemnify and save harmless the Owner and its officers from all loss, damage, cost, charges and expense which the Owner may suffer or be put to by reason of any such default or failure; and
- iv) disqualify the Bidder from competing in future RFP Calls issued by the Owner for a period pursuant to any applicable Vendor suspension administrative directive.

Where Special Provisions to Instructions to Bidders are contained herein, it should be noted that these Special Provisions to Instructions to Bidders shall govern in the case of inconsistency or conflict with the Instructions to Bidders.

## 1. PROPOSAL EVALUATION REQUIREMENTS

This section describes the requirements that the Bidder must address in its Proposal. The information provided will form the basis of the evaluation.

The Proposal is required to follow the format outlined below and on the Owner's Bidding System. The Owner discourages overly lengthy and costly Proposals; however, in order for the Owner to evaluate Proposals fairly and completely, Bidders are required to follow the format and provide all of the information requested.

Each Proposal shall be evaluated solely on its content. References to the Bidder's web page and/or any external communication material will not be considered or evaluated as part of the Proposal.

### 1.1. Technical Content

The Technical content should contain the following items.

- .1 **Bidder's Company Profile and Team Qualifications**
- .2 **Bidder's Project Experience and References**
- .3 **Bidder's Project Understanding**
- .4 **Bidder's Methodology and Approach**
- .5 **Bidder's Work Plan and Resourcing**

### 1.2. Price Schedule

- .1 Bidders must complete the Price Schedule in its entirety. Inclusion of pricing information in the technical portion of the Proposal may result in disqualification of the Proposal.

## 2. EVALUATION PROCESS

- 2.1. Proposals will be evaluated by an evaluation team which will include staff members from the Office of the CAO, Economic Development & Culture, and Corporate Services. The evaluation team may at its sole discretion retain additional team members or advisors.
- 2.2. Proposals will be evaluated on the basis of the information provided by the Bidder at the time of submission of its Proposal and the evaluation criteria, as specified in the Proposal Document. The evaluation of all Proposals received will be conducted in a structured manner, ensuring fair and consistent assessment and selection of the Successful Bidder.

2.3. Award will be based on the most qualified Bidder providing the greatest overall benefit to the Owner while meeting the requirements of the Proposal Document, but the Proposal selected, if any, will not necessarily be the one offering the lowest price. Pricing is one of the factors in determining the final ranking

2.4. The evaluation process will consist of the following steps:

**Step One**

- .1 Proposals received by the Closing Date and Time will be reviewed and any Irregularities will be noted and assessed in accordance with the Proposal Document. Proposals with no Material Irregularities will be reviewed.

**Step Two**

- .2 Proposals will be reviewed for compliance with mandatory evaluation requirements as described in Evaluation Criteria. A pass/fail score will be given to all Proposals. If a Proposal fails to meet the mandatory evaluation requirements, the Proposal shall be disqualified. The technical content and Price Schedule will not be evaluated.
- .3 Proposals that have met mandatory requirements will then be evaluated on the basis of the technical content. The evaluation team will independently read, review and score each Proposal on the Evaluation Scoring Sheet as attached.
- .4 Points shall be from 0 to 10 in each of the technical evaluation criterion listed as defined in the Evaluation Points Table as attached. The points shall be multiplied by the weight factor to obtain a score for each criterion. Criteria scores shall be totalled for the Bidder's total score for technical content.
- .5 The evaluation team will then come together to form a consensus score for each criterion for each Bidder to determine each Bidder's total technical score and establish the evaluation team's ranking of the Proposals.
- .6 Proposals must achieve a minimum score of 70% in Step Two evaluation of the technical content for advancement to the next step of the evaluation.

In the event that the Owner receives less than three Proposals that achieve the minimum score, the Owner, at its sole discretion, reserves the right to lower the threshold or cancel the process as it deems appropriate.

**Step Three**

- .7 As part of the evaluation, the evaluation team may invite one or more Bidders to conduct a presentation to demonstrate all aspects of its Proposal, the results of which will be used to verify the appropriateness of the evaluation of the Proposal and allow the evaluation team to revisit and revise the evaluation scores as necessary using the same Evaluation Scoring

Sheet. The Owner will be under no obligation to advise those Bidders not receiving an invitation.

- .8 The Designated Contact shall notify each Bidder outlining the details of the presentation. Bidders must ensure that the resources identified in its Proposal are available to attend the presentation and are expected to be thoroughly versed and knowledgeable with respect to the requirements of the Proposal Document and the contents of its Proposal.
- .9 No scores will be communicated to Bidders. In responding to questions and providing additional information, a Bidder cannot alter its original Proposal.
- .10 The evaluation team will finalize its total technical score for each Proposal in order to arrive at a final total technical score. The final total technical score must achieve the minimum score, as mentioned in Step Two evaluation.

#### **Step Four**

- .11 Proposals that pass Step Three will be evaluated on the basis of the Price Schedule. The sealed Price Schedule submitted by those Bidders who pass Step Three evaluation will be unsealed and the arithmetic checked/corrected.
  - .12 Each Proposal will be evaluated for price by calculating the price per point as follows: Bidder's Total Contract Price (as calculated on the Price Schedule) divided by the Bidder's total technical score.
  - .13 The Proposal that achieves the lowest price per point will be recommended for award.
  - .14 The sealed Price Schedule submitted by any Bidder that did not pass will remain sealed.
- 2.5. In submitting a Proposal, each Bidder agrees that the decision of the evaluation team is final and binding.
- 2.6. References, credit checks, or any other type of information that will aid the Owner in its selection may be obtained. The Owner reserves the right to consider all or any information received from all available resources, whether internally or externally obtained. The Owner may reject Proposals from further consideration based on results of reference checks. The Owner shall not disclose the results of said reference checks to any party outside the Owner.

**EVALUATION SCORING SHEET**

Bidder: \_\_\_\_\_

CRITERION	POINTS	WEIGHT FACTOR	SCORE (POINTS x WEIGHT FACTOR)
<b>Bidder's Company Profile and Team Qualifications</b>	0 2 3 4 5 6 7 8 9 10	15	
Comments:			
<b>Bidder's Project Experience and References</b>			
Project Summary No. 1	0 2 3 4 5 6 7 8 9 10	10	
Comments:			
Project Summary No. 2	0 2 3 4 5 6 7 8 9 10	10	
Comments:			
Project Summary No. 3	0 2 3 4 5 6 7 8 9 10	10	
Comments:			
<b>Bidder's Project Understanding</b>	0 2 3 4 5 6 7 8 9 10	10	
Comments:			
<b>Bidder's Methodology and Approach</b>	0 2 3 4 5 6 7 8 9 10	15	
Comments:			
<b>Bidder's Work Plan and Resourcing</b>	0 2 3 4 5 6 7 8 9 10	30	
Comments:			
<b>Total Technical Score =</b>			
<b>Bidder's Total Price =</b>			\$
<b>Price Per Point =</b>			\$

**Instructions to Evaluator:** Complete a separate Evaluation Scoring Sheet for each Proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise. It is critical that comments be provided for each criterion for reference and discussion during evaluation meetings.

**The point values entered above reflect my best independent judgement of the merits of the identified Bidder's Proposal.**

Evaluation Team Member (please print): \_\_\_\_\_ Dept.: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EVALUATION TABLE**

Rating		Rating Description
10	Outstanding	Greatly exceeds the requirements of the criterion in superlative beneficial ways.
9	Excellent	Exceeds the requirements of the criterion
8	Very Good	Somewhat exceeds the requirements of the criterion
7	Good	Fully meets all requirements of the criterion
6	Satisfactory	Adequately meets most of the requirements of the criterion. May be lacking in some areas that are not critical.
5	Somewhat Satisfactory	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas that are not critical.
4	Somewhat Unsatisfactory	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas, which are not critical
3	Unsatisfactory	Barely meets some of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas, which are critical
2	Very Unsatisfactory	Does not meet most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas, which are critical
0	Unacceptable	Does not meet any of the requirements of the criterion to the minimum acceptable level.



THE CORPORATION OF THE CITY OF BRAMPTON

CONTRACT FOR PROFESSIONAL AND CONSULTING SERVICES

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BETWEEN

THE CORPORATION OF THE CITY OF BRAMPTON

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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DESCRIPTION

REQUEST FOR PROPOSAL CALL NO. RFP20XX-XXX  
XXXXXXXXXXXX

THE CORPORATION OF THE CITY OF BRAMPTON  
2 WELLINGTON STREET WEST  
BRAMPTON, ONTARIO  
L6Y 4R2

## Articles of Agreement

Request for Proposal Call No. **RFP20XX-XXX**

These Articles of Agreement are made as of the **XXX** day of **XXXXXX, XXXX.**  
between

**The Corporation of the City of Brampton**  
(referred to in the Contract as the “City of Brampton”)

and

**XXXXXXXXXXXXXXXXXXXXXXX**  
(referred to in the Contract as the “Consultant”)

THE CITY OF BRAMPTON AND THE CONSULTANT AGREE AS FOLLOWS:

### A1 CONTRACT

The following documents and any amendments relating thereto form the Contract between the City of Brampton and the Consultant:

- (a) the City of Brampton Purchase Order;
- (b) the set of documents comprising:
  - (i) these Articles of Agreement;
  - (ii) the document attached hereto entitled “Terms of Reference”, referred to herein as the Terms of Reference;
  - (iii) the document attached hereto entitled “Offer of Services”, referred to herein as the Offer of Services;
  - (iv) the document attached hereto entitled “Supplementary Conditions” if applicable; and
  - (v) the document attached hereto entitled “General Conditions”;
- (c) the Consultant’s Proposal dated **XXXXXXX XX, 20\_\_**;
- (d) the City of Brampton’s Proposal Document Request for Proposal Call No. **RFP20XX-XXX.**

**Where a conflict arises among the terms of any of the above documents, the**

**documents shall prevail as listed in descending order.**

**A2 PROFESSIONAL SERVICES AND ASSOCIATED COSTS**

A total contract price not to exceed **\$XXXXXXXXXX** (HST excluded) as compensation for the performance of the work.

The City of Brampton is required to pay the Harmonized Sales Tax (HST) on all goods, materials, labour, services and equipment. This tax must be shown separately and is not to be included in the unit prices.

The Consultant shall not be entitled to claim to have performed any additional work or services under this Contract that would cause the total contract price to be exceeded unless an increase is authorized by the City of Brampton and effected and evidenced by a written amendment or change order.

The total contract price tendered herein include and cover custom duties, transportation, overhead, profit and all other charges, excluding the Harmonized Sales Tax (HST).

**A3 PERIOD OF CONTRACT**

The Contract shall be in force until the Contract amount is exhausted.

The Consultant understands and agrees that all additional services shall be requested or called-up on an as and when requested basis and that nothing in this Contract obliges the City of Brampton to authorize or order any additional services whatsoever or to spend more than the estimated expenditures for disbursements. The basic scope of the services authorized by this Contract is identified in the "Terms of Reference" and is to be performed within the period of the Contract.

**A4 APPROPRIATE LAW**

This Contract shall be governed and construed in accordance with the laws in force in the Province of Ontario and the laws of Canada in force therein.

**A5 INSURANCE**

The parties shall comply with the stipulations regarding insurance set out in this Contract.

**A6 CONTRACT ADMINISTRATOR**

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Department Head, it shall be deemed sufficiently given or made if mailed by prepaid first class mail or delivered in writing to such party or to the Department Head at the following address:

Name:  
Title: Commissioner,  
Address: The City of Brampton  
2 Wellington Street West  
Brampton, Ontario L6Y 4R2

**A7 CONTRACT ADMINISTRATOR DESIGNATE**

The Contract Administrator hereby designates XXXXXXXXXX, XXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, as the  
Contract Administrator Designate for the purposes of this Contract, who is  
responsible for all administrative matters concerning the technical content of the  
services. Any proposed changes to the services are to be discussed with the  
Contract Administrator or Designate.

THE CORPORATION OF THE CITY OF BRAMPTON

Part C Contract Execution Package  
Agreement

Request for Proposal Call No. RFP2019-080

This Contract has been executed on behalf of the City of Brampton and the Consultant by their duly authorized officers or signing authorities.

**SIGNED, SEALED and DELIVERED  
by the Consultant:**

CONSULTANT: XXXXXXXXXXXXX

**I/We have the authority to bind the Corporation**

\_\_\_\_\_  
Signature of Witness  
(if not signed under Corporate Seal)

\_\_\_\_\_  
Signature of Person Signing for Consultant

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Person Signing for Consultant

\_\_\_\_\_  
Office of Person Signing for Consultant

**SIGNED, SEALED and DELIVERED  
by The City of Brampton:**

**THE CORPORATION OF THE CITY OF  
BRAMPTON**

**I/We have the authority to bind the Corporation**

APPROVED AS TO CONTENT:

\_\_\_\_\_  
XXXXXXXX  
Commissioner  
XXXXXXX

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**Terms of Reference**

**TR1 INTRODUCTION**

This Contract specifies the services that the Consultant will be required to provide for XXXXXXXXXXXXXXXXXXXX. It identifies the procedures that must be followed when dealing with the City of Brampton and it advises on the procedures that the City of Brampton will follow that might affect the work.

**TR2 SERVICE REQUIREMENTS**

**STANDARDS**

The Consultant is responsible for ensuring that the recommended solutions are in compliance with all applicable current Federal, Provincial and Municipal Regulations, Codes, Standards, Policies, By-Laws and Orders.

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**Offer of Services**

**OS1 OFFER SUBMITTED BY:**

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(Print full legal name of the Consultant and address)

**OS2** I (We) the undersigned hereby offer to the City of Brampton, to furnish all the necessary expertise, supervision, materials, equipment and other things necessary to complete to the entire satisfaction of the City of Brampton, the work as described in the Proposal Document according to the terms and conditions of the City of Brampton's Contract for the prices outlined in the Consultant's Proposal dated **XXXXXX XX, XXXX**.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20XX.**

**I/We have the authority to bind the Corporation**

\_\_\_\_\_  
Signature of Person Signing for Consultant

\_\_\_\_\_  
Name of Person Signing for Consultant

\_\_\_\_\_  
Office of Person Signing for Consultant

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**General Conditions**

**GC1 DEFINITIONS**

- (a) "City of Brampton" means The Corporation of the City of Brampton;
- (b) "Confidential Information" means all confidential or proprietary information, intellectual property (including trade secrets) and confidential facts relating to the business or affairs of the City of Brampton;
- (c) "Contract" means the Contract documents referred to in the Articles of Agreement;
- (d) "Personal Information" means any personal information which is required to be protected pursuant to MFIPPA or any laws (including regulations and common law) pertaining to the protection of personal, healthcare or insurance information;
- (e) "Services" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Consultant to perform the Consultant's obligations under the Contract;
- (f) "Standard" means the highest of: (a) the standard implied or imposed by law, (b) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline; (c) the standard prescribed or contemplated by this Contract; or (d) the degree of care and skill at least equal to that which qualified and experienced Consultants would expect of a competent Consultant in a like situation performing work for a similar first class project of the nature contemplated by this Contract.

**GC2 AMENDMENTS TO CONTRACT**

No amendment of the Contract nor waiver of any terms and provisions shall be deemed valid unless effected by a written amendment executed by each of the parties hereto.

**GC3 APPLICABLE LAW**

The validity and interpretation of this Contract, and of each clause and part thereof, shall be governed by the laws of the Province of Ontario.

**GC4 ASSIGNMENT**

It is agreed and understood that the Consultant shall not assign this Contract without the written consent of the City of Brampton which may be arbitrarily and unreasonably withheld.

**GC5 CHANGES TO SERVICES**

The City of Brampton may at any time give notice to the Consultant, in writing, to delete, extend, increase, vary or otherwise alter the services forming the subject of the agreement. If such action by the City of Brampton necessitates additional expenses, the Consultant shall be paid accordingly within the Terms of Payment. In the case of a reduction in the requirement of services, any reduction in the Consultant's fee will be in accordance with the rates as set out in the Consultant's Proposal.

**GC6 CONFIDENTIALITY**

Any information, in any format and of any kind, regarding the Contract, the City of Brampton, its processes, programs, policies and procedures shall be considered confidential and shall not be disclosed or provided to any third party, in any manner.

**GC7 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY**

Information contained in a Proposal submitted by the Consultant shall be subject to disclosure as may be required under the provisions of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

All information obtained by the Consultant in connection with this Contract is the property of the City of Brampton and shall be treated as confidential and not used for any purpose other than the fulfillment of this Contract.

The Consultant will comply with any laws pertaining to Privacy Protection to which the Owner is subject (including MFIPPA, regulations and common law). In addition, the Consultant will provide the Owner with information, cooperation and assistance, as requested by the Owner from time to time, in order to enable the Owner to comply with any and all requirements to which the Owner is subject under any laws pertaining to the Privacy Protection (including MFIPPA, regulations and common law).

**GC8 CONFLICTS OF INTEREST**

The Consultant, its partners, directors, officers, employees, agents and volunteers shall not engage in any business or other transaction or have any financial or other personal interest which, actually or potentially, creates a conflict of interest with the provision of service pursuant to this Contract, without the Consultant first disclosing to the City of Brampton the actual or potential conflict of interest with the City of Brampton.

## **GC9 CONSULTANT COVENANTS**

The Consultant hereby covenants, warrants and agrees:

- To perform the services in accordance with the terms, provisions, and conditions of the Contract, all specifications and requirements of the City of Brampton and any supplemental change orders issued by the City of Brampton.
- That each of the Consultant and all its agents are competent to perform the services required under the Contract in that they each have the necessary qualifications including the knowledge, skill, experience and ability to perform the services to the Standard.
- The Consultant shall provide all equipment, supplies and materials necessary in connection with providing and performing the services.
- The Consultant may be requested to apply for any requisite permits. The City of Brampton will pay for all permits and fees.
- To abide by the provisions of all legislative enactments, statutes, by-laws and regulations in regard to safety in the Province of Ontario.
- The Consultant represents and warrants that, throughout the term of this agreement, it will not be a non-resident of Canada for purposes of the Income Tax Act (Canada).

## **GC10 INDEPENDENT CONSULTANT**

The Consultant is engaged under the Contract as an independent Consultant for the sole purpose of providing a service. Neither the Consultant nor any of the Consultant's employees or agents shall be construed as City of Brampton employees. The Consultant agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada Pension Plan, Employment Insurance, Workplace Safety Insurance Board or Income Tax.

## **GC11 INSPECTION**

The City of Brampton or persons authorized by the City of Brampton, shall have the right, at all reasonable times, to inspect or otherwise review the services performed, or being performed under the Contract and the premises where they are being performed.

## **GC12 NON-PERFORMANCE**

The performance of the Consultant will be evaluated on a regular basis. If the quality of work and the rate of progress is not in accordance with the provisions of the Contract, the City of Brampton shall notify the Consultant of the deficiencies and, following the delivery of such notice, afford the Consultant an opportunity to rectify the deficiencies. Should the Consultant fail to rectify the deficiencies in the time allowed, then the City of Brampton shall be at liberty to cancel the Contract,

and in so doing, shall be under no obligation whatsoever to the Consultant. In addition, in the event of non-performance, payment in whole, or in part, may be withheld.

### **GC13 OWNERSHIP AND DELIVERY OF MATERIALS**

The Consultant agrees that all information and material of any kind whatsoever acquired or prepared by or for the Consultant pursuant to the Contract shall, both during and following the termination of the Contract, be the sole property of the City of Brampton, including all information and material provided by the City of Brampton to the Consultant for the purposes of the Contract. The Consultant is however permitted to retain copies of all reports.

### **GC14 TIMING**

Time is of the essence for the delivery or provision of the services requested herein. Any delay by the Consultant in performing the Consultant's obligations under the Contract which is caused by an event beyond the control of the Consultant, and which could not have been avoided by the Consultant without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.

The Consultant shall give notice to the City of Brampton immediately after the occurrence of the event stating the cause and circumstance of the delay, and any available remedies to overcome or work-around the delay.

Notwithstanding that the Consultant has complied with the above requirements, the City of Brampton may exercise any right of termination.

### **GC15 TERMINATION AND SUSPENSION**

**Termination for Convenience:** The City of Brampton may terminate the Contract, in whole or in part, whenever the City of Brampton determines that such termination is in the best interest of the City of Brampton without showing cause, upon giving written notice to the Consultant. The City of Brampton shall pay all reasonable costs incurred by the Consultant up to the date of termination. However, in no event shall the Consultant be paid an amount which exceeds the price bid for the work performed. The Consultant will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

**Termination for Default:** When the Consultant has not performed or has unsatisfactorily performed the Contract, the City of Brampton may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of The City of Brampton. Failure on the part of a Consultant to fulfill contractual obligations shall be considered just cause for termination of the Contract. The Consultant will be paid for work satisfactorily performed prior to

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termination, less any excess costs incurred by the City of Brampton in reprocurring and completing the work.

**GC16 SURVIVAL**

Clauses GC6, GC7, GC10 and GC11 shall survive the termination or expiry of the Contract.

**GC17 BASIS OF PAYMENT**

Subject to the Consultant providing the deliverables as outlined in the Proposal Document and further detailed in the Terms of Reference, the City of Brampton shall make the payments in accordance with the rates as outlined in the Consultant's Proposal, as compensation for the work performed.

**GC18 PAYMENT BY THE CITY OF BRAMPTON**

Where work under this Contract may be subject to the Construction Act, R.S.O. 1990 c. C-30, payment for work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback. After acceptance of the work, and in accordance with the Construction Act, the holdback will be paid to the Consultant in accordance with the Construction Act. All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the City of Brampton.

**GC19 INSURANCE REQUIREMENTS**

The Consultant hereby agrees to put into effect and maintain for the duration of this Contract and throughout the warranty period, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of the Consultant would maintain, including, but not limited to, the following:

- .1 (a) Commercial General Liability (CGL) insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the Consultant. This policy will be written on an occurrence basis with coverage for any one occurrence or claim of at least three million dollars (\$3,000,000.00). The City of Brampton will accept a combination of primary liability limits and umbrella or excess liability limits which meet the CGL limit noted.

Such policies of insurance listed above shall:

- .1 contain severability of interests and cross liability clauses;

- 
- .2 be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Consultant;
  - .3 be endorsed to add the City of Brampton as an additional insured;
  - .4 contain an undertaking by the insurers to notify the City in writing, not less than thirty (30) days before any material change (so as to affect this risk), cancellation, lapse or termination of the policies; and
  - .5 be with an insurer that has a rating which meets the requirements of the City's policy on insurance and be with an insurer licensed to do business in the Province of Ontario.

The Consultant shall deposit with the City, prior to entering into this contract, a Certificate of Insurance, evidencing the above coverage, on a form provided by the City. A sample Certificate of Insurance form is available at the City's website [www.brampton.ca/EN/Business/insurance/Pages/welcome.aspx](http://www.brampton.ca/EN/Business/insurance/Pages/welcome.aspx).

- .2 Professional Liability Insurance for errors and omissions covering services or activities that are professional in nature and thereby excluded under the CGL policy, in the amount of not less than one million dollars (\$1,000,000) per claim, with an aggregate limit of not less than one million (\$1,000,000).

The Consultant shall provide the City with proof of the insurance required above by this contract in the form of valid certificates of insurance that reference this contract and confirm the required coverage, on or before the commencement of this contract, and renewal certificates upon renewal of such insurance.

- .3 The Consultant shall strictly require each of its subconsultants to comply with the insurance requirements set out in this contract by obtaining similar types of insurance as the Consultant and providing the Consultant with proof of the acquisition and maintenance of such insurance.

## **GC20 INDEMNIFICATION**

The Consultant will be required to agree to the following respecting liability and indemnity. The Consultant agrees that the Corporation of the City of Brampton (referred hereinafter as the City) shall not be liable for any injury or damage (including death) to any employees, officer or agent of the Consultant, unless the injury loss or damage is caused by the negligence of an officer or employee of the City while acting within the scope of his/her employment.

The Consultant agrees that it shall, at all times, indemnify and save harmless the City, each of its elected officials, officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suits or other proceedings made,

sustained, brought or made upon the City in respect of any costs, expenses, loss, damage or injury, including death, and reasonable legal fees, arising out of any cause, whether direct or indirect, by reason of or in connection with negligent acts or omissions of the Consultant or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the Consultant under this contractual agreement.

The Consultant agrees that it shall, at all times, indemnify and save harmless the City, each of its elected officials, officers, employees and agents from and against all claims arising out of the Consultant's professional duties as contracted including demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the City in respect of any costs, expenses, loss, and reasonable legal fees, arising out of the Consultant's professional duties whether direct or indirect, by reason of or in connection with negligent acts or omissions of the Consultant or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the Consultant under this contractual agreement.

## Supplementary Conditions

Where Supplementary Conditions are contained herein, it should be noted that these Supplementary Conditions shall govern in the case of inconsistency or conflict with the General Conditions.

### 1. Inclusive Customer Service

The Consultant shall comply with the requirements of O. Reg. 429/07 under the *Accessibility for Ontarians with Disabilities Act, 2005*, and the City of Brampton's Inclusive Customer Service Policy which affirms the principles therein and which outlines the City of Brampton's commitment to inclusive customer service by providing barrier-free access to all goods, services, information and resources.

The Consultant shall be responsible for carrying out each service interaction in a manner that positively reinforces customer service excellence by treating each customer with dignity and respect, and by exercising care and attention to individual needs.

The Consultant shall comply with the requirements of O. Reg. 429/07 and the City of Brampton Inclusive Customer Service Policy, and shall ensure that training, record keeping and reporting take place as required, including:

- (a) providing training to all personnel who will be delivering goods or services to the City of Brampton, at a minimum, by providing a copy of the "Inclusive Customer Service resource manual for Vendors" as provided by the City of Brampton on its Website at <http://www.brampton.ca/en/City-Hall/Accessibility/Pages/Vendors.aspx>, to all such personnel and requiring them to review the same before commencing any work for the City of Brampton;
- (b) maintaining a record of all training provided;
- (c) furnishing to the City of Brampton upon request, within ten business days, information regarding the method of training provided, the date on which training was provided, and the number of personnel trained; and
- (d) providing further training as may be required from time to time should the City of Brampton Inclusive Customer Service Policy be amended.

### 2. Automatic Payment

The Owner's method of payment is by electronic payment only. The Consultant shall be required to complete the Accounts Payable Direct Deposit Set-Up Form.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Owner.

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Invoices can be emailed to [apinvoices@brampton.ca](mailto:apinvoices@brampton.ca) or mailed to the Owner's Accounts Payable Department.

### **3. Right to Audit**

The Consultant shall maintain complete, true and correct records, together with such supporting or underlying documents and materials, for the duration of this Contract. All such records shall be in an organized and accessible manner to the City and its authorized representatives. The Consultant will retain these records for a period which is the greatest of (i) seven (7) years following the completion, expiry or termination of this Contract, including any and all renewals thereof; or (ii) such period that any such records are required to be retained under any applicable laws and regulations; and (iii) in the case of any matter which is the subject of dispute under the Contract, the date on which a final resolution of the dispute is achieved. No provision of this Contract will be construed so as to give the City any control whatsoever over the Vendor's records.

The City and its authorized representatives shall have the right to audit, to examine and make copies of or extracts from all financial and related records relating to or pertaining to the Contract kept by or under the control of the Consultant, including, but not limited to those kept by the Consultant, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but are not limited to, accounting records; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); related payroll documents (timesheets, etc.); bank statements and journals. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies or discloses overpricing or overcharges (of any nature) by the Consultant to the City in excess of 0.5 percent (.5%) of the total Contract billings. In this case, in addition to the Consultant making prompt adjustments for the overcharges, the Consultant shall also promptly reimburse the City for the actual cost of the City's audit.

During the Term and for seven (7) years following the expiry or termination of this Contract, the City or any authorized representative of the City will be entitled, upon at least five (5) business days' prior notice to the Consultant, to review or audit any of these records. When requested by the City, the Consultant will provide the City and any authorized representatives referred to in this section with access to and copies of these records as well as any further information that may be required with reference to these records. The City and its authorized representatives referred to in this section will have the right to remove all such documents for the purpose of making copies and will return them to the place from which they were removed.

The Consultant shall ensure that the City has these audit rights with the Consultant's employees, agents, assigns, successors and subcontractors and the obligations of these rights shall be explicitly included in any subcontract or agreement formed between the Consultant and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Consultant's obligations to the City.

This right to audit shall not be construed to limit, revoke, or abridge any other rights, powers, remedies or obligations relating to audit which the City may have by municipal, provincial, or federal statute, ordinance or regulation, whether those rights, remedies powers, or obligations are express or implied.

This right to audit section shall survive the completion, expiry or termination of this Contract.

#### **4. Consultant Evaluation**

The Consultant's performance will be evaluated in accordance with the Owner's Vendor Performance Evaluation Process as set out in the Vendor Performance Standard Operating Procedure. The performance evaluation will be used to provide feedback to the Consultant; to provide the Consultant with the opportunity to implement performance improvements during the duration of the Contract; and, where it is in the Owner's best interests as the result of a poor performance rating, suspend the Consultant from participating in the Owner's procurement process, in accordance with the Vendor Suspension Administrative Directive.

#### **5. Personal Information**

The Consultant will comply with any laws pertaining to Privacy Protection to which the Owner is subject (including MFIPPA, regulations and common law). In addition, the Consultant will provide the Owner with information, cooperation and assistance, as requested by the Owner from time to time, in order to enable the Owner to comply with any and all requirements to which the Owner is subject under any laws pertaining to the Privacy Protection (including MFIPPA, regulations and common law).

End of Supplementary Conditions.

After award and before the Owner executes the Contract, the Successful Bidder shall deliver to the Owner evidence of insurance which the Successful Bidder shall maintain for the duration of this Contract and throughout the warranty period, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of the Consultant would maintain, including, but not limited to, the following:

- .1 (a) Commercial General Liability (CGL) insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the Consultant. This policy will be written on an occurrence basis with coverage for any one occurrence or claim of at least three million dollars (\$3,000,000.00). The City of Brampton will accept a combination of primary liability limits and umbrella or excess liability limits which meet the CGL limit noted.

Such policies of insurance listed above shall:

- .1 contain severability of interests and cross liability clauses;
- .2 be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Consultant;
- .3 be endorsed to add the City of Brampton as an additional insured;
- .4 contain an undertaking by the insurers to notify the City in writing, not less than thirty (30) days before any material change (so as to affect this risk), cancellation, lapse or termination of the policies; and
- .5 be with an insurer that has a rating which meets the requirements of the City's policy on insurance and be with an insurer licensed to do business in the Province of Ontario.

The Consultant shall deposit with the City, prior to entering into this contract, a Certificate of Insurance, evidencing the above coverage, on a form provided by the City. A sample Certificate of Insurance form is available at the City's website [www.brampton.ca/EN/Business/insurance/Pages/welcome.aspx](http://www.brampton.ca/EN/Business/insurance/Pages/welcome.aspx).

- .2 Professional Liability Insurance for errors and omissions covering services or activities that are professional in nature and thereby excluded under the CGL policy, in the amount of not less than one million dollars (\$1,000,000) per claim, with an aggregate limit of not less than one million (\$1,000,000).

**Part C Contract Execution Package  
Insurance Requirements**

Request for Proposal Call No. RFP2019-080

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The Consultant shall provide the City with proof of the insurance required above by this contract in the form of valid certificates of insurance that reference this contract and confirm the required coverage, on or before the commencement of this contract, and renewal certificates upon renewal of such insurance.

- .3 The Consultant shall strictly require each of its subconsultants to comply with the insurance requirements set out in this contract by obtaining similar types of insurance as the Consultant and providing the Consultant with proof of the acquisition and maintenance of such insurance.

## 1. INTRODUCTION & BACKGROUND

The City of Brampton is the second fastest growing community in Canada with the youngest population that is centrally located within the Greater Toronto and Hamilton Area and at the heart of the Innovation Super Corridor.

Despite the province's 2018 decision to pull back funding for a University campus in the City of Brampton, City Council continues to make post-secondary education, and specifically establishing a large-scale university for Brampton residents in Brampton, a top priority for the current term of Council.

Both residents and businesses alike have made it clear that there is sufficient demand for increased post-secondary opportunities in Brampton, in particular a large-scale university. In response to those demands, Council has demonstrated its support and desire to collaborate with existing institutions, Sheridan College, Algoma University and Ryerson University, by providing support or increased course offerings and a general expansion of opportunities for Brampton residents.

A case has already been made for the establishment of a Brampton University that could eventually grow to 30,000 students over the next 10 to 20 years. The case is justified by economic, equity, educational and efficiency proposals.

In recent discussions with the Ministry of Training, Colleges and Universities, the Province has expressed a continued interest in and support for a University in Brampton including considering a business case for a University in the absence of Provincial capital funding.

As a result, the City is positioned to explore and execute a comprehensive plan with a focus on expanding the presence of post-secondary education opportunities within Brampton, in a financially responsible manner. The proposed Brampton University will focus on program offerings that meet both the needs of current and future employers.

## 2. SCOPE OF WORK

Brampton City Council has authorized City staff to commence a procurement process to initiate work on potential University program offerings that reflect the types of identified and required skills in the future economy and current high-demand skills that employers are seeking.

Present to recommendations for Council's consideration regarding these matters in the future.

### 3. PROJECT PURPOSE & OBJECTIVES

- To conduct and produce a high quality research paper that focuses on national and international best practices identifying innovative new post-secondary institution models to explore for a University of Brampton, including potential partners;
- To undertake a market research analysis identifying the types of work and the associated required skillsets for the future economy and to focus programming on;
- To identify a strategy of a proposed Brampton University, which is inclusive of outlining principles and an implementation strategy, ranging from short, medium to long-term objectives, for Council's consideration.

### 4. DELIVERABLES

#### Activity 1

The consultant will conduct desk-research and preliminary outreach to universities in Ontario, the rest of Canada, the UK, the US and Australia/New Zealand in order to identify a long list of up to 50 English-speaking universities across all jurisdictions that might be candidate partners in providing programming in Brampton at both Graduate and Undergraduate levels prior to the development of Brampton University designed programs. The consultant will also liaise with the office of the CAO and stakeholder engagement and other consultants appointed by the City Council throughout to ensure alignment with the hopes and wishes of the people of Brampton and the broader region.

Universities may be prioritised for inclusion on the long list of potential collaborators on a range of criteria, for example:

1. An existing partner of the City Council
2. An Ontario institution
3. Able to deliver programming consistent with the future work skills requirements of the people and employers of Brampton
4. Able to deliver programming in a cost-effective manner
5. Able to commit to a minimum ten year partnership with suitable quality assurance arrangements
6. Add to the brand of Brampton University
7. Add to the human resource capacity building of Brampton University (by using Brampton University employed staff where academically appropriate)

The primary deliverables of Activity 1 are to produce:

- Regular coordination meetings with designated staff of the City Council

- 
- A long list of potential collaborators and selected programs for consideration by an oversight body established by the City Council
  - Agreed selection criteria and ranking metrics for shortlisting potential academic partners
  - A detailed report

## Activity 2

Following approval of the long list, the consultant will then submit a short list for approval by the City Council appointed oversight body in order to refine proposals and agree tentative commitments (subject to institutional and provincial approvals and the eventual approval of Brampton University) with universities in Ontario, Canada, the UK, the US and Australia/NZ for delivery in Brampton commencing late 2020 or early 2021. Following approval of the short list the consultant will then open non-binding negotiations with approved short-listed institutions with a view to establishing draft MoUs with up to ten institutions meeting agreed criteria. The consultant will also liaise with stakeholder engagement and other consultants appointed by the City Council throughout to ensure alignment with the hopes and wishes of the people of Brampton and the broader region.

The primary deliverables for Activity 2 are to produce:

- Regular coordination meetings with designated staff of the City Council
- A short list of proposed academic partners based on approved selection criteria and ranking metrics
- Agreed criteria for entering into non-binding negotiations with proposed partners
- Tentatively negotiated MoUs and proposed programming plans with up to 10 universities in Ontario, Canada and overseas for consideration by an oversight body established by the City Council.
- A detailed report

Please find below a **preview only** of certain schedules that will need to be **completed online only** through the Bidding System by the Bidder as part of your Proposal submission.

The Bidder acknowledges that the preview below is provided as a courtesy only (to assist the Bidder in determining the size and scope of the project, etc.) and shall not be relied upon in any way.

Please note that the schedules shown below are **subject to change by addenda** issued by the Owner. Following the issuance of addenda, such changes may be reflected in the electronic schedules to be completed, but will not be reflected in this document. It is the Bidder's responsibility to review all addenda and ensure that the Proposal is submitted based on the current requirements.

For greater certainty, the Bidder shall submit its Proposal by completing all schedules and fields in the online Bidding System. Any Proposal submitted on the basis of the preview schedules below may, in the Owner's sole discretion, be disqualified and rejected on the basis of being incomplete.

**RFP2019-080 - Consulting Services for Academic Engagement and Planning for a Brampton University**

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Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract to provide all materials, labour and equipment necessary for the Project at the quoted unit and/or lump sum prices, all in accordance with the Proposal/Bid Document.

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Base Price

To provide all materials, labour and equipment necessary for the Project, all in accordance with the Bid Document.

Line Item	Description	Quantity	Unit of Measure	Unit Price *	Sub-Total	
1	To provide all materials, labour and equipment necessary for the Project, all in accordance with the Bid Document.	1	Lump Sum			
Subtotal:						

Additional Pricing - Hourly Rates

Additional Pricing - Schedule of Hourly Rates

Where the Successful Bidder receives written instructions from the Owner to provide services that are clearly in **addition to the scope of work described in the Proposal Document**, the services will be provided at the hourly rates quoted below, or as otherwise negotiated with the Owner. Additional services may not commence without the Owner's prior written approval, and the Owner must approve any claim for such additional service in writing.

All administrative costs, disbursements and normal expenses are to be carried in the hourly rates provided, excluding taxes. No additional fees will be considered without express written permission of the City. Hourly Rates shall be held firm for the duration of the Contract.

Line Item	Staff	Hourly Rates	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Summary Table

Bid Form	Amount
Base Price	
Total Price (excluding HST):	

Specifications

Please note that there is a character limitation of 32,000 for a single input field provided in any of the tables below.

1. Company Profile and Team Qualifications (part 1)

Bidders are required to provide the following information related to its own organization.

In Step 3 Documents, **Attachment "A" - Organizational Chart and Reporting Structure**, provide an organizational chart for the Bidder and any sub-consultant as well as the responsible team members for each discipline. Identify the project manager and key technical personnel to be assigned to the project.

In Step 3 Documents, **Attachment "B" - Resumes**, provide brief resume for project manager, and project team members who will be responsible for this project, describing their education, professional qualifications and experience including past project experience with direct related projects.

Line Item	Question	Response *	Additional Response Field (if required)
1	Provide lead consultant's company legal name, address and telephone number. Provide the main office from which the work will be directed.		
2	Provide a brief description of the skillset and background of the lead consultant and consultant project team members, outlining relevant qualifications, experience and achievements conducting similar projects.		
3	Identify all sub-consultants and sub-consultant project team members that will be utilized on the project, outline their relevant qualifications and experience.		

1. Company Profile and Team Qualifications (part 2)

Provide responses to each key individual assigned to this project for their role, the allocation of time to the project within the scheduled period for completion and their guaranteed availability in this assignment (i.e., percent dedication).

Line Item	Project Manager / team member	Role in the project	Involvement of phases of project	Guaranteed availability in the phase (percent dedication)	Relevant experience and similar projects undertaken
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

## 2. Project Experience and References

Provide a minimum of three (3) project references. Projects must be of similar scope, size and complexity and have been undertaken or successfully completed within the last five (5) years.

References check may be conducted and feedback may form part of the evaluation.

If the Bidder supplies a City Employee or Department as a reference, a decision may be made not to use that resource as a reference and the City may request a substitute reference from the Bidder in order for the Proposal to be considered further. Bidders should ensure that any references being provided have been notified of their inclusion as a reference prior to the closing of this RFP and should ensure that inclusion of any reference will not cause any Conflict of Interest on the part of the City's resources.

Line Item	Description	Project # 1 *	Project # 2 *	Project # 3 *
1	Project name and size of the project			
2	Name of Client organization, contact name, address, telephone numbers and email address			
3	Duration of the project and approximate total cost			
4	Provide a description of the project demonstrating experience and quality of work related to the Scope of Work of this RFP.			
5	Whether or not the project was completed within/over budget and within the time limit assigned			
6	Indication of client satisfaction with the Bidder's performance			

## 3. Project Understanding

Bidders shall provide responses to the following:

Line Item	Question	Responses *	Additional Response Field (If required)
1	Describe your understanding of the scope and objectives of the project based on the information provided in Part E, Scope of Work.		
2	Provide project deliverables		
3	Provide anticipated opportunities and challenges		

## 4. Methodology and Approach

Bidders shall provide responses to the following:

Line Item	Question	Responses *	Additional Response Field (If required)
1	Describe the approach and methodology that your team will utilize to meet the overall project objectives and ensure successful completion of the project.		
2	Describe your engagement strategies.		

## 5. Work Plan and Resourcing

In Step 3 Documents, **Attachment "C" - Detailed Work Schedule**, Bidders are required to provide a detailed work scheduled outlining a task/person-hours matrix **without fees**, indicating the hours of effort each team member has allocated to completing each of the tasks.

Line Item	Question	Responses *	Additional Response Field (If required)
1	Propose a work plan identifying tasks, time frame, key project milestones and deliverables.		

## Documents

It is the Bidder's responsibility to make sure the uploaded file(s) is/are not defective or corrupted and is/are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, the Proposal/Bid may be disqualified.

- Attachment "A" - Organizational Chart and Reporting Structure \* (mandatory)
- Attachment "B" - Resumes \* (mandatory)
- Attachment "C" - Detailed Work Schedule \* (mandatory)



## Addenda, Terms and Conditions

### Bidders Declaration

The Bidder by submitting its Proposal:

1. acknowledges that it has received all the documents making up the Proposal document listed in the Index and any and all Addenda issued in respect of the Proposal Document and the Bidder has provided for compliance with the provisions of the all of the foregoing;
2. acknowledges and agrees that all issued Addenda form part of the Proposal Document;
3. declares that it has carefully examined the locality and site of any proposed requirements under the Contract, as well as the Proposal Document including any and all Addenda issued by the Owner;
4. acknowledges that quantities included in the Price Schedule are an estimate of the Owner's requirements and there is no guarantee that the full quantities of products or work will be required or purchased;
5. agrees it will execute whatever reductions in the work, and/or additional work as required at the unit prices quoted in its Proposal, in strict conformity and in all respects with the requirements of the Request for Proposal Call, and the specifications, terms, conditions and agreements applicable to this Proposal;
6. agrees to accept payment for the sums calculated in accordance with the actual measured quantities and unit prices quoted in the Price Schedule;
7. confirms that all prices submitted are in Canadian funds;
8. confirms that its prices include all taxes, duties, exchange, labour, charges, currency and freight in respect of all work to be performed under the Contract, except for HST;
9. agrees that if this Proposal is accepted, and the Bidder is non-resident in Ontario or Canada, it shall obtain a GST/HST Registration Number prior to commencement of the work;
10. declares that this Proposal is made without any connections, knowledge, comparison of figures or arrangements with any other person, including any partnership or corporation, making a Proposal for the same requirements as stated in the Request for Proposal Call and is in all respects fair and without collusion or fraud;
11. declares that no person, including any partnership or corporation, or anyone other than the Bidder, has any interest in this Proposal or in any Contract as may be awarded in respect of this Proposal;
12. certifies that the Bidder is in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005; and if requested, it will be able to provide written proof that all employees have been trained as required under the Act;
13. declares that it is not engaged in unresolved litigation with the Owner as of the date of submission of this Proposal;
14. declares that this Proposal is made in the Bidder's proper legal name and acknowledges that the Owner shall not be required to enter into a Contract awarded to the Bidder if the name of the contracting party in the Contract is different than the name of the Bidder in this Proposal, but Owner may enter into a Contract in its sole and absolute discretion subject to correcting the Contract to reflect the proper legal name;
15. acknowledges and agrees that information contained in this Proposal submitted to the Owner shall be subject to disclosure as may be required under the provisions of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*. Any confidentiality obligations of the Owner under the Request for Proposal Call are expressly subject to the obligations and requirements of *MFIPPA* now or hereafter in effect;
16. agrees that its Proposal as submitted to the Owner shall become the property of the Owner; the bid deposit, if required by the Request for Proposal Call, is in accordance with the requirements specified in the Request for Proposal Call and is submitted electronically prior to or at the same time as submission of this Proposal; if the Bidder withdraws this Proposal after Proposal Closing and prior to award of the Contract in respect thereof, during the time that this Proposal is open to acceptance as set out in this Bidder's Declaration, the amount of the deposit for this Proposal shall be forfeited to the Owner; and agrees
  - (i) that this Proposal is irrevocable after Proposal Closing and shall continue to be open to acceptance after Proposal Closing until the Contract is executed or until ninety (90) days after the Closing Date whichever first occurs, and the Owner may at any time within that period and without notice accept this Proposal whether any other Proposal has been previously accepted or not; and
  - (ii) to enter into a contract with the Owner to perform the work described in the Request for Proposal Call, in accordance with the Proposal Document and on its terms and conditions, which are expressly acknowledged and agreed to by the Bidder to be made part of the Contract, and the awarding by the Owner of the contract based on this Proposal shall be an acceptance of Proposal.

☐

**By completing the information below and submitting the Proposal/Bid and this Bidder's Declaration it is understood that, on behalf of the Bidder as the Bidder's authorized officer, I have read, understood and agree to abide by the instructions, terms, conditions and specifications contained in this Bidder's Declaration and the Proposal/Bid Document and any Addenda issued in respect of the Proposal/Bid Document.**

By checking "NO" below, the Bidder declares that no actual, potential, or perceived conflict of interest exists or could arise in submitting this Proposal and declares that no member of the City Council, or any officer or employee of The Corporation of the City of Brampton is, or will become interested directly or indirectly as a contracting party or otherwise, in any Contract awarded in respect of this Proposal, or in the supplies, work or business to which any such Contract relates, or in any profits or benefit to be derived from any such Contract.

☒ **Yes**   ☐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Proposal/Bid Document.

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		