



THE CORPORATION OF THE CITY OF VAUGHAN

REQUEST FOR PROPOSAL (RFP)

COVER PAGE

RFP / PROPOSAL NO:	RFP20-279
RFP / PROPOSAL NAME:	Tourism Marketing Agency Retainer for Tourism Vaughan
CLOSING TIME:	3:00:00 p.m. EST on November 6, 2020
DEADLINE FOR QUESTIONS:	3:00:00 p.m. EST on October 23, 2020

THE CITY WILL ONLY ACCEPT PROPOSALS UPLOADED ELECTRONICALLY TO THE CITY'S ONLINE BIDDING SYSTEM
at <https://vaughan.bidsandtenders.ca>

Proponents who require accommodations due to a disability should contact the Procurement Services Department Representative or call the Procurement Services main line at 905-832-8555.

Late Proposals will not be accepted. The highest score or any Proposal will not necessarily be awarded a Contract.

KEY DETAILS

1. Prequalification

Must Bidder be prequalified in order to submit a Bid?

- Yes, under prequalification RFPQ # Click or tap here to enter text.
- No

2. City's RFP Consultant

If the City has appointed a third-party Architect or Consultant or Contract Administrator or other third party to assist with this Bid opportunity and/or any resulting Contract, details are as follows:

Company/Person Name: Click or tap here to enter text.

Role: Click or tap here to enter text.

3. Proposal Documents:

DOCUMENT NAME OR DESCRIPTION	PROPOSAL DOCUMENT for this RFP
RFP Cover Page	YES
RFP Key Details page	YES
Document 1, Instructions to Proponents	YES
Document 2, City General Provisions	YES
Document 3, City Supplementals	NO
Document 4, Terms of Reference	YES
Document 5, City Special Provisions	YES
Document 6, Agreement	YES
Document 7, Appendices	YES
Document 8, Preview Online Bidding System Schedules	YES

4. Other Attachments to this RFP

- City Standards Document
- City Standard Drawings
- Technical Specifications
- Other, if any:

Click or tap here to enter text.

5. Consultant Insurance Requirements

- As outlined in Document 2
- Additional Insured, if any:

The Corporation of the City of Vaughan

6. Other:

- (a) In the event of conflict between the provisions in this RFP and the provisions in the Bidding System Terms of Use and/or the Vendor Guide to the Bidding System, the terms in the RFP shall prevail.

TABLE OF CONTENTS

COVER PAGE.....	1
DOCUMENT 1 INSTRUCTIONS TO PROPONENTS	6
1. DEFINITIONS.....	6
2. GOVERNING TERMS AND CONDITIONS	7
3. GENERAL	7
4. E-SUBMISSIONS.....	8
5. BLACKOUT PERIOD	11
6. SUBMITTING A QUESTION	11
7. ADDENDA.....	11
8. RFP SCHEDULE.....	12
9. ERRORS AND OMISSIONS	13
10. CONFIDENTIALITY.....	13
11. NON-COLLUSION.....	13
12. ANTI-LOBBYING	13
13. NON-EXCLUSIVITY	13
14. MANDATORY SITE VISITS (IF APPLICABLE)	14
15. PROPONENTS COST	14
16. REFERENCES	14
17. SUBCONSULTANTS FORM (Available on the Bidding System)	14
18. CONFLICT OF INTEREST	15
19. PROPOSAL FORM AND PRICING (Available on the Bidding System)	16
20. PRICE COMPONENTS	16
21. PROVISIONAL ITEMS AND QUANTITIES FORM (Available on the Bidding System)	16
22. OWNERSHIP OF AND USE OF PROPOSAL ONCE SUBMITTED	17
23. IRREVOCABILITY	17
24. LATE PROPOSALS.....	17
25. PROPOSAL CHECKING	17
26. CLARIFICATIONS/CORRECTIONS/INTERVIEWS	17
27. VERIFICATION.....	18
28. ACCURACY.....	18
29. LITIGATION.....	18
30. APPROVALS.....	18
31. FREEDOM OF INFORMATION.....	19
32. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005	19
33. PROPOSALS RECEIVED.....	20
34. NOTIFICATION OF AWARD, EXECUTION OF AGREEMENT AND PROVISION OF REQUIRED DOCUMENTATION.....	20
35. COMMENCEMENT OF WORK	21
36. DISQUALIFYING EVENTS	21
37. ADDITIONAL RESERVATION OF RIGHTS	22
38. APPLICABLE LAWS, ATTORNMEN T	23
39. LIMITATION OF LIABILITY.....	24
40. INTERPRETATION OF RFP	25
41. PROPONENT'S STATEMENT OF UNDERSTANDING	25
42. DEBRIEFING.....	26
DOCUMENT 2 CITY GENERAL PROVISIONS.....	27

1.	RETAINER	27
2.	STAFF AND METHODS.....	27
3.	INTELLECTUAL PROPERTY	27
4.	RECORDS AND AUDIT	27
5.	CHANGES, ALTERATIONS AND ADDITIONAL SERVICES	27
6.	SUSPENSION OR TERMINATION.....	28
7.	INSURANCE	28
8.	NON-ASSIGNMENT.....	31
9.	PREVIOUS AGREEMENTS.....	31
10.	APPROVAL BY OTHER AUTHORITIES.....	31
11.	SUB CONSULTANTS.....	31
12.	INSPECTION.....	32
13.	PUBLICATION.....	32
14.	CONFIDENTIAL DATA.....	32
15.	DISPUTE RESOLUTION.....	33
16.	TIME & DELAY.....	34
17.	ESTIMATES, SCHEDULES AND STAFF LIST.....	35
18.	EVALUATION OF PERFORMANCE.....	35
19.	INDEMNIFICATION.....	36
20.	WORKPLACE SAFETY & INSURANCE.....	36
21.	SEVERABILITY.....	36
DOCUMENT 3		CITY SUPPLEMENTALS
.....		38
DOCUMENT 4		TERMS OF REFERENCE.....
		39
1.	INTRODUCTION.....	39
2.	PROJECT GOALS AND OBJECTIVES	39
3.	BACKGROUND.....	39
4.	SCOPE OF WORK.....	39
5.	DESCRIPTION OF DELIVERABLES.....	40
6.	MEETINGS.....	40
7.	PROJECT SCHEDULE.....	40
8.	INFORMATION TO BE PROVIDED BY THE CITY.....	40
9.	CONTENT OF PROPOSALS AND EVALUATION CRITERIA.....	41
10.	STAGES OF EVALUATION.....	45
11.	LIST OF ADDITIONAL DOCUMENTS TO BE UPLOADED IN THE BIDDING SYSTEM ...	47
DOCUMENT 5		CITY SPECIAL PROVISIONS.....
		48
DOCUMENT 6		CITY STANDARD CONSULTING AGREEMENT
		49
DOCUMENT 7		APPENDICES
		64
Change Order Form		64
DOCUMENT 8		PREVIEW ONLINE BIDDING SYSTEM SCHEDULES
		65

1. DEFINITIONS

- a. **“Addenda”** means a document made available by the City’s Procurement Department which amends or clarifies a Proposal Document.
- b. **“Bidding System”** means the web site/system used by the City to make Proposal Documents available and receive Proposals (<https://vaughan.bidsandtenders.ca>).
- c. **“City”** and **“Owner”** means The Corporation of the City of Vaughan.
- d. **“Closing Time”** is identified on the Cover Page of this RFP, and is subject to change by Addenda.
- e. **“Conflict of Interest”** is defined in section 18 below of Document 1.
- f. **“Contract”** and **“Contract Documents”** are defined in section 2 of Document 1.
- g. **“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;
- h. **“Plan Taker”** means a Proponent who has registered in the Bidding System to participate in the RFP process;
- i. **“Proposal”** and **“Proposal submission”** means a submission by a Proponent in response to the applicable City issued Request for Proposal.
- j. **“Proposal Documents”** is defined in section 2 of Document 1.
- k. **“Proponent”** and **“Proponent / Bidder”** and **“Bidder”** means the entity submitting a Proposal in response to this RFP.
- l. **“Proposal Price”** means the Total Contract Amount from section 1 ‘Schedule of Prices’ of Proponent’s online Proposal.
- m. **“Procurement Services Department Representative”** and **“PR”** means the person named as the Procurement Representative on the Proposal Document Cover Page.
- n. **“Request for Proposal”** or **“RFP”** means the RFP named and numbered on the Cover Page and includes all Proposal Documents.
- o. **“Responsive Proponent”** means a Proponent that has complied in all material respects with the requirements of this RFP.
- p. **“Selected Proponent”** means a Proponent who the City has sent (or Owner intends to send) a ‘Notification of Award’ pursuant to this RFP to enter into an Agreement to perform the Work.

- q. **“Subconsultant”** (and **“subconsultant”** and **“Sub-consultant”** and **“sub-consultant”**) means a person, firm or corporation having a direct contract with the Successful Proponent to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked. The term Subconsultant is referred to throughout the Contract Documents as if singular in number and neuter in gender.
- r. **“Successful Proponent”** (and **“Consultant”**) means the Proponent who has entered into an Agreement with the City to perform the Work.
- s. **“Work”** or **“Services”** means all goods and services to be provided by a Successful Proponent under and pursuant to the Contract.
- t. **“Working Day”** means Monday through Friday inclusive but excluding Saturday and Sunday and any recognized statutory holiday in the City of Vaughan.

2. GOVERNING TERMS AND CONDITIONS

- 2.1 **“Proposal Documents”** are listed in the Key Details Document in the RFP. Interested entities should review the Proposal Documents then determine if they want to submit a Proposal.
- 2.2 The **“Contract”** is comprised of the Agreement and all Contract Documents.
 - i. **“Agreement”** means the “City Standard Consulting Agreement”, as amended by any supplemental conditions.
 - ii. All Proposal Documents form part of the Contract, and are referred to as / become **“Contract Documents”** once the Agreement is fully executed.
- 2.3 Implied terms are disclaimed from this RFP.
- 2.4 The provisions in each Document are in addition to and supplement the provisions in the other Documents.
- 2.5 The headings within the RFP and any Contract Document are for convenience and reference only and shall not affect or be used to interpret the provisions therein.

3. GENERAL

- 3.1 The requirements for responses to this RFP are described in this RFP.
- 3.2 The Owner is inviting Proposals from qualified Proponents who have the necessary qualifications and experience to perform the Work described in this RFP. The Proposal should be detailed, specific, and shall be completed and submitted in the prescribed format stated in this RFP.
- 3.3 The purpose of this RFP is to identify the most qualified Proponent, through a structured and competitive submission and selection process.
- 3.4 The Proposal price shall include all costs incurred, excluding H.S.T.
- 3.5 The scope of Work contemplated is described in this RFP. The Owner reserves the right to amend the Work and /or the RFP process as deemed necessary by the Owner.

4. E-SUBMISSIONS

- 4.1 The City will ONLY accept Proposals uploaded electronically to the City's Bidding System. Proponents who require accommodations due to a disability should contact the Procurement Services main line at 905-832-8555. If you have problems uploading your Proposal, please contact the City's Procurement Services Department main line.
- 4.2 The City's Bidding System Terms of Use Agreement forms part of this RFP.
- 4.3 All Proposals are subject to the terms and conditions of this RFP and by submitting a Proposal, Proponents agree to the terms and conditions herein.
- 4.4 Proposals submitted and/or received by any other method shall be rejected, unless the City has instructed otherwise by published Addendum or a special exception has been granted by the City's Director of Procurement Services.
- 4.5 To ensure receipt of the latest information (and updates via email) regarding this procurement opportunity, or if a Proponent has obtained the RFP from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a 'Plan Taker' for this RFP at the at <https://vaughan.bidsandtenders.ca>.
- 4.6 A Proposal will only be considered to have been submitted once it has been received by the City in its Bidding System. The time the Proposal is received shall be determined by the City's Bidding System web clock.
- 4.7 The Bidding System will send a confirmation email to the Proponent advising that its Proposal was submitted successfully. If you do not receive a confirmation email, contact the City's Procurement Services Department.
- 4.8 Proponents should not consider their Proposal to have been submitted until they have received the confirmation e-mail (oral confirmation will not suffice).
- 4.9 Proponents are cautioned that the time the Proposal is received is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is sent for transmission by a Proponent and not when Proponent system indicates Proponent uploaded/sent/transmitted the Proposal, as Proposal transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc. Accordingly, the City recommends that Proponents allow sufficient time to upload their Proposal and attachment(s) (if applicable) and to resolve any issues that may arise.
- 4.10 Proposals must be received by the Bidding System before the stipulated closing time. Late Proposals will not be accepted by the Bidding System.
- 4.11 Company Contacts - Regarding having multiple company contacts on the online Vendor account:
 - i. Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Proposal opportunity).
 - ii. It is recommended that when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding

System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Proposals which your company is a Registered Plan Taker for.

- iii. Vendor contacts may: act on vendor's behalf, receive Addendum notifications from the Bidding System, submit Proposals electronically through the Bidding System, withdraw and/or edit and/or acknowledge Addendum/Addenda, on behalf of vendor.
- iv. If you are an invited company contact it is required that you create your login from the link contained in the email invitation. Do NOT create a separate vendor account.

4.12 Uploading Documents into the Bidding System

To upload a document:

- i. Click on the "Browse" button to locate the file/folder on your computer or network.
- ii. Click on the "Upload" button.

After the file or compressed zip folder has been successfully uploaded, a link to the document will appear on the screen, along with the date and time that it was uploaded.

If you need to remove an uploaded document, click on the "Remove" button next to the document name.

Documents being uploaded should:

1. be in Adobe pdf format or other format requested by the City; and
2. NOT have a security password.

It is the Proponent's sole responsibility to ensure that their uploaded document(s):

1. are not defective, corrupted or blank; and
2. can be opened and viewed by the City.

The City may reject or disqualify any Proposal that contains documents that cannot be opened and verified by the City.

Proponents may only upload one (1) file or compressed zip folder for each required document. The maximum single file or compressed zip folder upload size is 500 MB.

To reduce the size of a single file or compressed zip folder, or to combine multiple files into a single folder for upload, Proponents should compress (zip) their file(s)/folder(s) as described below.

4.13 Compressing Zip Folders

To compress (zip) a single file or folder:

- i. Locate the file/folder that you wish to compress (zip)
 - o then right-click on the file/folder
 - o select "Send to"
 - o then click on "Compressed (zipped) folder"
- ii. new compressed (zipped) folder will be created in the same location as the original file.
- iii. To rename the compressed (zipped) folder, right-click on it, click on "Rename" and enter the new name.
- iv. To compress (zip) multiple files into a single folder:
 1. Locate and select the files/folders that you wish to combine
 2. With all of the files selected, right-click, select "Send to", then click on "Compressed (zipped) folder".
- v. A new compressed (zipped) folder will be created in the same location as the original files.
- vi. To rename the compressed (zipped) folder, right-click on it, click on "Rename" and enter the new name.

If you are uploading a compressed (zipped) folder containing more than one (1) document, please ensure that each document is named appropriately.

4.14 Amending a Proposal

- i. In the event that a Proponent wishes to revise its Proposal after it has been submitted, the Proponent must withdraw its Proposal, make the necessary changes, and resubmit its Proposal, prior to the closing time.
- ii. To withdraw then amend a Proposal which has already been submitted:
 1. Go to the 'My Bids' page on the Bidding System
 2. Click on 'Manage My Submissions' beside the applicable Proposal opportunity
 3. Click on "Edit or Withdraw my Submission"
 4. Click on "Edit Submission" (**by clicking the 'Edit Submission' tab you are withdrawing your submission and will not have a registered submission with the City**)
- iii. The Proponent is solely responsible to ensure the re-submitted Proposal is RECEIVED by the Bidding System no later than 3:00:00 p.m. EST (15:00:00 hours) local time, on the Proposal closing date.

4.15 Withdrawing a Proposal

- i. To withdraw a Proposal which has been submitted:
 1. Go to the 'My Bids' page on the Bidding System
 2. Click on 'Manage My Submissions' beside the applicable Proposal opportunity
 3. Click on "Edit or Withdraw my Submission"
 4. Click on "Withdraw Submission" (**by clicking the 'Withdraw Submission' tab you are withdrawing your submission and will not have a registered submission with the City**)

5. BLACKOUT PERIOD

- 5.1 Between the date this RFP is posted and the date it is cancelled or an Agreement has been fully executed (whichever is earlier), Proponents shall not discuss this RFP with any City employee or Councillor or Evaluation Committee member (if applicable) except as permitted or contemplated by this RFP.

6. SUBMITTING A QUESTION

- 6.1 Proponents may submit questions through the City's Bidding System using the "Submit a Question" link associated with the RFP prior to the deadline for questions.
- 6.2 The City shall not be responsible for responding to questions that are posed by any other method.

7. ADDENDA

- 7.1 The City may issue Addenda from time-to-time during this procurement process, amending or clarifying any Proposal Document.
- 7.2 All Addenda will be posted on the Bidding System. Addenda form part of the RFP.
- 7.3 Proposal Documents may only be changed by Addenda posted online on the Bidding System. It is the Proponent's sole responsibility to check the Bidding System for Addendum(s) prior to submitting their Proposal.
- 7.4 No oral interpretation or clarification provided to a Proponent will be effective to modify any provisions of the Proposal Documents.
- 7.5 Any additional information and/or changes to the Proposal Documents will be issued in the form an Addendum.
- 7.6 The City will notify Proponents of the issuance of Addenda via e-mail; however, it is the Proponent's responsibility to ensure that it has downloaded all Addenda prior to submitting its Proposal. Proponents should check the Bidding System prior to submitting their Proposal and up until the Proposal closing time and date in the event additional Addendums are issued.

- 7.7 The City will not be liable for any misdirected notices of Addenda resulting from a Proponents failure to update its contact information in the Bidding System and/or Proponents failing to check for Addenda prior to submitting their Proposal.
- 7.8 Proponents shall check a box for each Addendum/Addenda and any applicable attachments that have been issued, before a Proponent can successfully submit their Proposal.
- 7.9 Proposals that do not contain evidence of receipt of all Addenda will be deemed to be “incomplete” and will not be accepted in the Bidding System.
- 7.10 In the event that an Addendum is issued after a Proponent has submitted its Proposal, the Bidding System will change the status of the Proposal to “incomplete” and the Proponent will be required to acknowledge the Addendum and resubmit its Proposal prior to the Proposal closing date and time.
- 7.11 For greater certainty, if a Proponent submits its Proposal prior to the Proposal closing time and an Addendum/Addenda is later issued by the Owner, the Bidding System shall WITHDRAW the Proposal submission and change the Proposal submission to an INCOMPLETE STATUS (NOT accepted by the Owner) and the Withdrawn Proposal can be viewed by the Proponent in their “MY BIDS” section of the Bidding System. The Proponent is solely responsible to:
- i. make any required adjustments to their Proposal; and
 - ii. acknowledge the Addendum/Addenda; and
 - iii. ensure the re-submitted Proposal is RECEIVED by the Bidding System no later than 3:00:00 p.m. EST (15:00:00 hours) local time, on the Proposal closing date.

8. RFP SCHEDULE

- 8.1 Although the Owner intends to proceed according to the following schedule, the Owner reserves the right to modify or alter any or all dates at its sole discretion by Addendum.

Release of RFP Document	October 16, 2020
Deadline for Questions to be submitted by Proponents	October 23, 2020
Closing Date and Time	November 6, 2020 at 3:00:00 PM EST
Evaluation of RFP Submissions	November 9, 2020
Interview / Design Presentation of short listed Proponents (if applicable)	November 20, 2020
Award of Contract	December 1, 2020

9. ERRORS AND OMISSIONS

- 9.1 The City shall not be held liable for any errors or omissions in any part of this RFP.
- 9.2 While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.
- 9.3 Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

10. CONFIDENTIALITY

- 10.1 Proponents shall not disclose any Proposal Document to any third party without the prior express written consent of the City or as permitted in subsection directly below.
- 10.2 Proponents may only disclose the Proposal Documents to its employees and potential sub-consultants on a need-to-know basis who have agreed in writing to maintain such in confidence and only use for the limited purposes of helping Proponent consider or prepare a Proposal.
- 10.3 Proponents shall not communicate any matters concerning the contents of this RFP to any member of the public or any news medium, whether the press or radio or television, without the prior consent of the Procurement Services Department Representative.

11. NON-COLLUSION

- 11.1 A Proponent shall not discuss or communicate about the preparation of their Proposal with the entities currently performing the Work (if any) or with any other Proponent without the prior consent of the City.
- 11.2 Each Proponent shall ensure that its participation in this RFP process is conducted without collusion or fraud.

12. ANTI-LOBBYING

- 12.1 Any attempt on the Proponent's part to improperly influence the evaluation and selection process may result in disqualification of the Proponent.
- 12.2 If any director, officer, employee, agent or other representative of a Proponent, including any other parties that may be involved in a joint venture, consortium or similar business relationship with the Proponent, makes, from the time the Proposal Documents are released until a contract is executed, any representation or solicitation to any elected representative or employee or agent of the Owner including project Successful Proponents, or to the media, with respect to the Proponent's Proposal, the Owner will be entitled to reject the Proposal. This requirement does not extend to any public deputations.

13. NON-EXCLUSIVITY

- 13.1 Nothing in this RFP guarantees that the Successful Proponent will be the exclusive provider of all services which form the subject matter of this solicitation. Moreover, the

Owner may conduct another procurement to supplement this one at any time, and/or may select more than one Successful Proponent further to this RFP process.

14. MANDATORY SITE VISITS (IF APPLICABLE)

- 14.1 Lateness, at the sole discretion of the Procurement Representative, and/or failure to attend a mandatory meeting shall result in Proposal disqualification and/or rejection.
- 14.2 All Proponents must sign in on the official meeting attendance sheet provided by the Procurement Division.
- 14.3 A representative attending the mandatory meeting on behalf of a Proponent must indicate the Proponent's name on the sign in sheet.
- 14.4 Proponents who have not signed in prior to the commencement of the meeting will be considered late and will be required to leave resulting in disqualification from the RFP process.
- 14.5 At mandatory Work site meetings, each Proponent shall examine the surroundings and adjacent public and private properties for existing conditions including, but not limited to, the rights and interests of other parties that may be interfered with during completion of the Work. No Proponent shall claim, at any time after the Closing Deadline that there was any misunderstanding about the terms and conditions of the Contract relating to site conditions. No adjustment to the schedule or to the Contract will be made for difficulties encountered during completion of the Work due to conditions, features and peculiarities of the site that were evident at the time of the Closing Deadline.
- 14.6 Any new information or changes provided at the site meeting will be summarized and circulated electronically to all attendees after the meeting.

15. PROPONENTS COST

- 15.1 In no event shall City have any liability for costs incurred by Proponent to prepare its Proposal.
- 15.2 For certainty, the City is not liable to pay such costs and expenses or to reimburse or compensate Proponents, or persons connected with the Proponent, under any circumstances, including the rejection of any or all Proposals, the cancellation of the RFP, changes to the RFP schedule, issuance of Addenda, or the failure to enter into an Agreement with any Proponent.

16. REFERENCES

- 16.1 References shall be submitted as part of your Proposal using the Bidding System.

17. SUBCONSULTANTS FORM (Available on the Bidding System)

- 17.1 The Subconsultant Form available on the Bidding System is to be properly completed and submitted.
- 17.2 Proponents shall ensure that all Sub-consultants proposed have experience in the services described and that they shall execute their Work with competence and within the required time frame.

- 17.3 Proponents shall ensure that all Sub-consultants included in a Proposal shall be actively engaged in Work of the type described and shall be able to show proof upon request by the Owner of previous Work of similar nature performed by them.
- 17.4 Proponents shall not show "Own Forces" in their list of Subconsultants, except where the Proponent's intent is to employ the Proponent's own qualified on-staff personnel to perform such work.
- 17.5 Proponents shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subconsultant names for any Subconsultant category in their list of Subconsultants. One Subconsultant name shall be indicated for each Subconsultant category.
- 17.6 Proponents shall list in their list of Subconsultants, all of the Subconsultants who shall perform work under the Contract.
- 17.7 No names, either of Sub-consultants "Own Forces" may be changed after submission of the list of the Sub-consultant unless prior written approval is received from the Owner. Such approval shall only be considered after receipt by the Owner of a written request for the change by the Proponent or Successful Proponent with a full explanation of the reasons for the requested change with no consequences to Owner.
- 17.8 The Owner reserves the right to reject a proposed Subconsultant for reasonable cause. Upon such rejection, the Proponent shall be required to propose an alternate Subconsultant without resulting change to the Proposal.

18. CONFLICT OF INTEREST

- 18.1 As used in any Proposal Document, "**Conflict of Interest**" includes, but is not limited to, any situation or circumstance where: in relation to the procurement process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having or having access to information in the preparation of its Proposal that is confidential to the City and not available to other Proponents; (b) communicating with any person with a view to influencing preferred treatment in the procurement process; or (c) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive Proposal process and render that process non-competitive and unfair.
- 18.2 Further, "Conflict of Interest" also includes any situation or circumstance where, in relation to the RFP or related Contract, the Proponent's or Proponent's agents or sub-consultants, other commitments, relationships or financial interests:
- i. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any personnel of the City; or
 - ii. could or could be seen to compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract if that Proponent was determined to be a successful Proponent under this RFP process.

19. PROPOSAL FORM AND PRICING (Available on the Bidding System)

- 19.1 The Proposal Form available on the Bidding System is to be properly completed and submitted, including the fields available to input unit prices, Proposal price, provisional item pricing etc.
- 19.2 All Proposal prices submitted shall be in Canadian dollars (CAD) excluding H.S.T.

20. PRICE COMPONENTS

20.1 Taxes

- i. The Owner is subject to the payment of Provincial sales taxes and Federal taxes (including G.S.T. / H.S.T. excise and customs duties) imposed by the Provincial and Federal Governments.
- ii. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services to be purchased or provided during the term of the Contract, the Proponent and the Owner mutually agree that the Proposal Price will be adjusted proportionately to reflect any such variation.
- iii. The onus is on the Proponent to bring to the Owner's attention any such variations and positions published by the Canada Revenue Agency which are relevant to any variances.
- iv. The Proponent shall not include HST in its unit cost(s) or lump sum cost(s), but shall include all other taxes and duties, as well as any reduction in the Consultant's operating costs due to rebating of any sales taxes. The Proponent agrees that all work performed under the Contract will be subject to HST only.

20.2 Transportation and Delivery Charges

- i. Prices submitted by Proponent within the Proposal Documents shall be net prices including transportation and delivery charges fully prepaid by the Proponent.
- ii. For certainty, in furtherance of the provisions in directly above, G.S.T / H.S.T. or other taxes or duties which would be payable by Proponent on transportation costs shall not be included in the Proposal Price or unit costs where the Proponent can receive input tax credits or refunds.

21. PROVISIONAL ITEMS AND QUANTITIES FORM (Available on the Bidding System)

- 21.1 Items listed in the RFP as "*Provisional Items*" may or may not be required for completion of the Work.
- 21.2 If a Contract were awarded, the necessity for and/or actual quantities of these items will be determined by the Owner as the Work progresses.
- 21.3 Should any of these items be required, the Successful Proponent will be compensated on the basis of the unit prices(s) quoted.

- 21.4 In the event that any or all of these items are found not to be required, the Successful Proponent may not claim extra payment for loss of anticipated profits or impact costs in relation thereto.

22. OWNERSHIP OF AND USE OF PROPOSAL ONCE SUBMITTED

- 22.1 Proposals become City property once received.
- 22.2 City may disclose any Proposal and other information provided by a Proponent under this RFP process to the Evaluation Committee, City Council and otherwise in any of the following circumstances:
- i. as reasonably required to facilitate this RFP process;
 - ii. in accordance with its ordinary business practices; and/or
 - iii. as may be required in relation to access to information requests under applicable privacy legislation.

23. IRREVOCABILITY

- 23.1 Unless properly withdrawn, Proposals are irrevocable for a ninety (90) Working Day period, starting on the RFP closing date.
- 23.2 If for any reason a Contract with a Selected Proponent is not executed within ninety (90) Working Days from the Proposal closing time, City may (without notice or liability) award that Contract to another Proponent.

24. LATE PROPOSALS

- 24.1 Late Proposals will not be accepted.

25. PROPOSAL CHECKING

- 25.1 City reserves the right to reject or disqualify a Proposal at any time if it notices a non-compliance not detected by the Bidding System.
- 25.2 In any circumstance where there are obvious or patent errors such as misplaced decimals, the Owner may seek clarification and consider the intent of the Proponent in accepting the Proposal.
- 25.3 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 proposal for the individual items, the amounts proposal for the individual items shall be deemed to be correct and the Total Stipulated Price shall be corrected accordingly.

26. CLARIFICATIONS/CORRECTIONS/INTERVIEWS

- 26.1 City reserves the right to:
- i. seek clarification from Proponents about any aspect of their Proposal,

- ii. provide Proponents with an opportunity to correct any deficiencies within a Proposal which City considers minor or administrative where the City considers that doing so would be in the best interests of the City,
- iii. meet/interview/attend presentations from a Proponent and consider such when evaluating a Proposal and making determinations regarding Contract award.

27. VERIFICATION

27.1 The City may, if deemed necessary, verify any information provided in any Proposal.

28. ACCURACY

28.1 It is clearly understood that if there is any evidence of misleading or false information having been given, the City may, in its sole discretion, disqualify the Proposal or terminate any resulting Contract.

29. LITIGATION

29.1 If a Proponent (or its principles, officers or directors) is directly or indirectly involved in a legal dispute with the City:

- i. City may reject the Proponent's Proposal;
- ii. City may disqualify Proponent from this procurement process at any time; and
- iii. City further reserves the right to not award a Contract to such a Proponent.

29.2 As used above, "legal dispute" includes any unresolved dispute between the City and any other party (or related party) adverse in interest (including third party and cross- claims) where: (1) a legal proceeding has been commenced for an injunction, a mandatory order, a declaration, the recovery of money, or payment of damages or other amounts; or, (2) a threat of legal action has been made in writing.

30. APPROVALS

30.1 Proponents acknowledge that Contract award may be subject to the City securing budget approval, certain permits, authorizations, licenses, easements, land lease agreements, cost sharing agreements and/or other third party or City Council approvals.

30.2 In the event, and to the extent, any such approval(s) is/are not obtained in order to permit Contract award or commencement/continuation of the Work, the Owner reserves the right to:

- i. not award a Contract and cancel this RFP;
- ii. award a Contract in whole or in part, subject the right of the Owner to cancel all or part of the Contract at any time after award in the event any required approval(s) cannot be obtained or maintained; and/or
- iii. delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

31. FREEDOM OF INFORMATION

- 31.1 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (“**MFIPPA**”), any personal information Proponents provide in submitting a Proposal is collected under the authority of the Municipal Act (Ontario) and will be used exclusively in the Proposal review process.
- 31.2 All Proposals and associated documentation submitted become the property of the Owner upon receipt.
- 31.3 Pursuant to MFIPPA, the Owner may be required to disclose any such information in response to an access request.
- 31.4 To assist Owner in responding to an access request, Proponents are advised to identify in their Proposals any specific scientific, technical, commercial, proprietary, or similar confidential information, and explain why the disclosure of such information would cause them harm. Complete Proposals are not to be identified as confidential.

32. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

- 32.1 Ontario’s first accessibility standard, Ontario Regulation 429/07, “Accessibility Standards for Customer Service”, came into effect on January 1, 2008.
- 32.2 The standard states what businesses and other organizations in Ontario, including The Corporation of the City of Vaughan must do to make the provision of their goods and services more accessible to people with disabilities. You can review Ontario Regulation 429/07 at www.e-laws.gov.on.ca.
- 32.3 Pursuant to the requirements of Ontario Regulation 429/07, all employees, agents, volunteers and others who deal with members of the public or other third parties on the City’s behalf or who participate in developing the City’s policies, practices and procedures governing the provision of goods and services to members of the public or other third parties must receive training about the provision of goods and services to persons with disabilities. This training must include a review of the purposes of the Act and the requirements of Ontario Regulation 429/07 as well as instruction about the following:
 - i. How to interact and communicate with persons with various types of disability;
 - ii. How to interact with persons with disabilities who use an assistive device or
 - iii. require the assistance of a guide dog or other service animal or the assistance of a support person;
 - iv. How to use equipment or devices available on the City’s premises or otherwise provided by the City that may help with the provision of goods or services to a person with a disability; and
 - v. What to do if a person with a particular type of disability is having difficulty accessing the City’s goods or services

33. PROPOSALS RECEIVED

- 33.1 All Proposals received in the Bidding System are unofficial until they have been reviewed by the City for compliance; therefore, only the receipt of Proposal will be listed on the Bidding System website.

34. NOTIFICATION OF AWARD, EXECUTION OF AGREEMENT AND PROVISION OF REQUIRED DOCUMENTATION

- 34.1 The award of the Contract is subject to the receipt of sufficient funding and appropriate staff and Council approvals.
- 34.2 An offer to enter into a Contract will be made in writing and only in writing – Selected Proponent(s), if any, will be notified by Owner in writing via a “Notification of Award”.
- 34.3 The Selected Proponent(s), if any, shall execute the Agreement by way of digital signature, within Seven (7) Working Days of the date on the Notification of Award, or longer period allowed by the Director.
- 34.4 There shall not be a binding Contract for the Work unless and until the City and a Selected Proponent have executed the Agreement.
- 34.5 The Owner may require the Contract to be executed by the Proponent in the name in which the Proposal was submitted. In the event of a difference between the name of the Proponent and the name under which it is proposed to enter the Contract, the Owner may disqualify the Proposal or treat the Proponent as refusing to enter into the Contract as awarded, or may, but shall not be obliged to, require that the Proponent provide evidence that the party proposing to enter into the Contract is one and the same person as the Proponent.
- 34.6 Further, the following documents shall be submitted by a Selected Proponent prior to Agreement execution:
- i. a completed and signed and otherwise valid City Standard Certificate of Insurance. The City Standard Certificate can be found on the City’s website (<https://www.vaughan.ca/cityhall/departments/ps>) under ‘Vendor Information’;
 - ii. a current copy of its Workplace Safety and Insurance Certificate of Clearance.
- 34.7 Further, Selected Proponents who have independent Operator Status under the Worker’s Safety Insurance Board Act shall submit a complete Independent Operator Status Questionnaire upon being awarded the Contract.
- 34.8 Should a Selected Proponent either: attempt to withdraw their Proposal, or fail to or refuse to execute the Agreement and/or provide required documentation within the stated deadlines:
- i. Owner may award the Contract to the second highest ranked Responsive Proponent;
 - ii. the defaulting Selected Proponent shall be liable for the difference between its Proposal Price and the Proposal Price of the Successful Proponent, and any other damages and expenses and losses Owner may incur as a result of such breach by the defaulting Selected Proponent; and

- iii. the defaulting Successful Proponent may (at Owner's discretion) be barred from bidding on future Requests for Proposals.

34.9 The Owner may grant additional time to fulfill the necessary requirements, if in the opinion of the Owner, the extension does not compromise the interests of the Owner.

35. COMMENCEMENT OF WORK

35.1 Work shall only commence once contractual arrangements are secured and signed between Owner and successful Proponent and shall proceed in accordance with contractual project/Work schedules.

36. DISQUALIFYING EVENTS

36.1 City shall:

- i. disqualify, or not award an Agreement, to any Proponent who has a Conflict of Interest (as determined by the City in its sole discretion);
- ii. disqualify a Proponent who submits a Proposal containing material misrepresentations or any other materially inaccurate or misleading information or who has engaged in illegal bid rigging or other prohibited conduct (all as determined by the City in its sole discretion);
- iii. disqualify a Proponent who failed to attend a mandatory site meeting; and
- iv. disqualify a Proponent who submits conditions, options, variations or contingent statements to the terms set out in the Proposal Form, either as part of its Proposal or after receiving notice of award.

36.2 City may:

- i. in its sole discretion, reject or disqualify any Proposal pursuant to the 'Litigation' clause above;
- ii. disqualify a Proposal if the Proponent does not (at time of Proposal submission) have appropriate licenses, and, where applicable, consents or approvals to perform the Work, and is not likely to obtain such in a timely manner (as determined by the City in its sole discretion);
- iii. disqualify a Proponent who is the subject of legal proceedings by the City in respect of the City's Property Standards or Zoning By-laws;
- iv. disqualify a Proponent from progressing through the procurement process where past or present conduct of the Proponent or of any partner (in the case of a partnership) or of any director, shareholder or officer of the Proponent affords City reasonable grounds to believe that such Proponent will not carry on or has not carried on his or her business or other activity with integrity or honesty or in a manner that may otherwise be adverse to the public interest (as determined by the City in its sole discretion), and
- v. disqualify or not award a contract to a Proponent of who has contravened the provisions in the section above entitled "Blackout Period".

37. ADDITIONAL RESERVATION OF RIGHTS

37.1 To the extent permitted by law, and without limiting and notwithstanding any other provisions above, City reserves the right at any time in its sole discretion to:

- i. cancel this RFP at any time;
- ii. invalidate this RFP and issue a replacement RFP for the same or similar Work or portion thereof;
- iii. cancel this RFP if any required approvals (e.g. from Council or regulatory authorities or government bodies) are not obtained or maintained;
- iv. cancel this RFP if all Proposal Prices exceed the City's allocated or estimated budget for the Work;
- v. alter the RFP schedule, Proposal call process or procedures or objectives, or any other aspect of this RFP;
- vi. amend this RFP by posting Addendums at any time;
- vii. accept or reject all or part of any Proposal;
- viii. seek clarification from a Proponent on any portion of the subject Proposal;
- ix. waive any compliance irregularities or informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies or any other forms of non-compliance with the Proposal Documents in relation to any Proposal if doing so would be in the best interest of the City as determined by the City's Director of Procurement Services in consultation with Legal Counsel and relevant staff;
- x. contact and consider references as a part of the evaluation process;
- xi. not award the Contract to any Proponent who does not (if requested by City) furnish evidence, satisfactory to the City, that it has experience in performing the type of Work proposed and that it has sufficient capital and equipment to enable it to successfully complete the Work in a timely manner;
- xii. award a Contract to any Responsive Proponent;
- xiii. not award any Contract to any Responsive Proponent, even if only one Responsive Proposal was received;
- xiv. not select the highest ranked Proponent for Contract award (1) even if it is the only Proposal received or (2) if selecting another Proposal would be in the best interests of the City, as determined by the City in its sole discretion;
- xv. award a Contract in its entirety or in part, to one or more Proponents;
- xvi. in the event that the Proposal price submitted by highest ranked Responsive Proponent exceeds the Owner's budget for all of the Work, the Owner reserves the right to (where in the opinion of the Owner it is possible to do so) award part of the Work to that Proponent; and

- xvii. not award a Contract to a Proponent which Owner, acting reasonably, feels will not be able to meet Work specifications and performance standards and/or would be unduly hard to manage from a contract management/administration perspective,

all notwithstanding any custom of the trade to the contrary or anything contained in the Proposal Documents.

Further, Owner reserves the right to consider the following during the evaluation of Proposals and when making determinations regarding Contract award:

- Proposal Price;
- information provided in/with the Proposal itself;
- feedback from Proponent's references;
- information received in response to enquiries made by the Owner of third parties and City staff in relation to the reputation, reliability, experience, financial stability, credit / credit rating, technical proficiency and capabilities of the Proponent;
- the manner in which the Proponent and its key personnel provide(d) services to the City and others;
- the experience and qualification of the Proponent's senior management, project management and/or other employees who would be engaged to perform the Work;
- innovative approaches proposed by the Proponent in the Proposal where requested in the Proposal;
- qualifications and experience and service record of any sub-consultants proposed to be engaged by Proponent;
- equipment proposed by Proponent to perform the Work;
- advice and opinion of Owner's Consultants and/or agents;
- Proponent past and current performance working with Owner's Consultants and/or agents;
- Proponent's (and/or its employees who would be involved in performing the Work) prior and current experience performing services for City;
- lead times; and
- completion history (including extended completion dates);

all notwithstanding any custom of the trade to the contrary or anything contained in the Proposal Documents.

38. APPLICABLE LAWS, ATTORNMENT

38.1 This RFP shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and applicable City By-Laws and Policies.

38.2 The Proponent agrees that,

- i. any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the

Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;

- ii. it irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP Process on any jurisdictional basis, including forum non conveniens; and
- iii. it shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this section.

39. LIMITATION OF LIABILITY

WITH RESPECT TO:

- OWNER EXERCISING ITS RIGHTS AND PRIVILEGES AS OUTLINED IN THIS RFP;
- OWNER'S FAILURE TO ACCEPT OR REJECT THE PROPOSAL SUBMITTED BY THE PROPONENT;
- THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL;
- THE MANNER IN WHICH THIS RFP PROCESS WAS CONDUCTED;
- CITY'S AWARD OF OR FAILURE TO AWARD A CONTRACT;
- ACTS AND/OR OMISSIONS OF CITY OR ITS COUNCILLORS OR CONSULTANTS RELATED TO THIS RFP PROCESS; AND/OR
- ANY MATTER ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THE ISSUANCE OF THIS RFP, EVALUATION OF PROPOSALS OR COMPLIANCY DETERMINATIONS OR OTHER OWNER DECISIONS

(COLLECTIVELY THE "RFP MATTERS")

- I. PROPONENT ABSOLUTELY WAIVES AND RELEASES ANY RIGHT, OR CAUSE OF ACTION AGAINST THE OWNER AND ITS CONSULTANTS, COUNCILLORS AND EMPLOYEES WHETHER SUCH RIGHT OR CAUSE OF ACTION ARISES IN CONTRACT, NEGLIGENCE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOSS OF REVENUE, PROFIT, OR BUSINESS OPPORTUNITY.

AND

- II. PROPONENT ACKNOWLEDGES AND AGREES THAT IT WILL NOT HAVE OR INITIATE ANY CLAIMS AGAINST THE CITY OR ITS AGENTS, STAFF, MAYOR AND COUNCILLORS, INCLUDING CLAIMS FOR INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR BUSINESS OPPORTUNITY, EVEN IF IT HAD ADVISED THE CITY OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY

HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY COMMITTED A MATERIAL BREACH OF THIS RFP (THAT IS, A MATERIAL BREACH OF 'CONTRACT A') THE CITY'S LIABILITY TO THE PROPONENT AND THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE CITY OR ITS AGENTS, STAFF, MAYOR AND COUNCILLORS FOR ANY MATTER RELATING TO OR ARISING FROM THAT MATERIAL BREACH, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENCE OR OTHERWISE, OF THE CITY OR ITS AGENTS, STAFF, MAYOR AND COUNCILLORS, SHALL BE THE PROPOSAL PREPARATION COSTS (TO A MAXIMUM OF \$10,000) THAT THE PROPONENT SEEKING DAMAGES FROM THE CITY OR ITS AGENTS, STAFF, MAYOR AND COUNCILLORS CAN DEMONSTRATE.

FURTHER, IN NO EVENT SHALL THE CITY AND ITS STAFF, MAYOR AND COUNCILLORS BE LIABLE TO PROPONENT OR SUCCESSFUL PROPONENT FOR:

- A. ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS AND LOST BUSINESS) EVEN IF THEY HAVE BEEN ADVISED OR IS AWARE OF THE POSSIBILITY; OR
- B. ACTS OR OMISSIONS OF CITY CONSULTANTS, CONSULTANTS, ARCHITECTS, AGENTS OR OTHER THIRD PARTIES.

BY SUBMITTING A PROPOSAL PROPONENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT SHOULD A COURT OF COMPETENT JURISDICTION DETERMINE THAT ANY OF THE LIMITATIONS ABOVE ARE NOT ENFORCEABLE, THE LIMIT OF THE OWNER'S LIABILITY AND THE LIABILITY OF ITS SUCCESSFUL PROPONENTS AND COUNCIL AND EMPLOYEES TO THE PROPONENT FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THIS RFP OR THE RFP MATTERS WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENCE OR OTHERWISE, OF THE CITY OR ITS AGENTS, MAYOR AND COUNCILLORS SHALL BE THE LESSER OF: THE DEMONSTRABLE COST TO THE PROPONENT OF PREPARING ITS PROPOSAL, AND \$20,000.00.

40. INTERPRETATION OF RFP

- 40.1 In the event of any disagreement between the City and the Proponent regarding the interpretation of or compliance with the provisions of the RFP, the City Solicitor or an individual acting in that capacity shall make the final determination unless the City's Corporate Procurement Policy requires that a Proposal Review Committee be formed to make the final determination.

41. PROPONENT'S STATEMENT OF UNDERSTANDING

- 41.1 It is understood that the PropONENTS have carefully examined and understand all of provisions in the Proposal Documents and have carefully considered the Work to be performed under the Contract if awarded.
- 41.2 By Submitting a Proposal, Proponent confirms that it has received, or has had the opportunity to obtain, independent legal advice in connection with Proponent's RFP review and Proposal preparation, and has read this RFP in its entirety, understands its

contents and is submitting its Proposal freely and voluntarily (without duress or undue influence from any party) with full capacity and authority to do so.

42. DEBRIEFING

- 42.1 Proponents may request a debriefing after award of Contract. Requests in writing must be made to the Procurement Services Department Representative within thirty (30) days of award of Contract. The intent of debriefing is to assist Proponents 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.

END OF DOCUMENT 1

REVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

1. RETAINER

- 1.1 The Owner retains the services of the Consultant in connection with Document 4 – Terms of Reference and the Consultant agrees to provide the services under the general direction and control of the Owner.

2. STAFF AND METHODS

- 2.1 The Consultant shall perform the services under this Agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the Agreement and at the time such services are rendered. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff. The Consultant shall obtain the prior agreement of the Owner before making any changes to the staff list after commencement of the project.

3. INTELLECTUAL PROPERTY

- 3.1 The Owner is the sole owner of any material produced under this Agreement. Any material produced under this Agreement cannot be used or disclosed for any purpose other than the performance of this Agreement without the written approval of the Owner. "Material" includes both tangible and intangible (including intellectual property).

4. RECORDS AND AUDIT

- 4.1 In order to provide data for backup calculation of fees, the Consultant shall keep a detailed record of the hours, dates, and task worked by all staff employed for the project.
- 4.2 The Owner may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Owner is required to pay on a time scale or disbursement basis as a result of this Agreement.
- 4.3 The Consultant, when requested by the Owner, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.
- 4.4 For seven (7) years after the expiry date or any date of termination of the Agreement, the Consultant shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.
- 4.5 Further to 4.1, 4.2, 4.3, 4.4, the Consultant shall supply timesheets, expense and reimbursement records to the Owner at any time upon the Owner's request. The time spent on compilation and search of such records to fulfill such requests made by the Owner are included in the project cost and shall not be treated as extra to the Contract.

Failure to provide proper timesheets, expense and disbursement records will result in the rejection of the Consultant's invoice for payment and/or payment delay.

5. CHANGES, ALTERATIONS AND ADDITIONAL SERVICES

- 5.1 With the consent of the Consultant, the Owner may in writing at any time after the execution of the Agreement or the commencement of services delete, increase, vary or otherwise alter the services forming the subject of this Agreement, and if such action by

the Owner necessitates additional staff or services, the Consultant will be paid as agreed in writing between the parties.

6. SUSPENSION OR TERMINATION

- 6.1 If the Consultant is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the Owner may, without prejudice to any other right or remedy it may have, terminate this contract by giving the Consultant or receiver or trustee in bankruptcy notice in writing to that effect.
- 6.2 The Owner may at any time by notice in writing suspend or terminate the services or any portion thereof at any stage of the Project. Upon receipt of such written notice, the Consultant shall perform no further services, and shall take measures to mitigate costs incurred by the Consultant as a result of the suspension or termination.
- 6.3 If the Owner suspends performance of the services through no fault of the Consultant:
 - a) the Consultant shall be entitled to be paid for all services performed to the date of suspension; and,
 - b) resumption of the services shall be conditional upon an agreement in writing between the Owner and Consultant regarding the time of the resumption of services.

7. INSURANCE

7.1 Insurance and Third-Party Claims Handling

Without restricting Consultant's indemnification and claims handling obligations, the Consultant shall obtain, maintain, pay the premium(s) and any deductibles and provide evidence of insurance coverage listed in this section unless otherwise stipulated.

7.2 Commercial General Liability Insurance:

- i. Commercial General Liability (CGL) insurance shall include as an Additional Insured, the Owner, with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily and personal injury, death, and damage to property including loss of use thereof. This insurance shall be in place from the date of the commencement of the Services until one year after completion of the Services.
- ii. Should this policy contain a General Aggregate, the minimum acceptable General Aggregate shall be \$5,000,000.00.
- iii. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (12 months), Owner's & Consultant's Protective and a Standard Non-Owned Automobile endorsement including standard contractual liability coverage.
- iv. The Owner shall accept in place of the above-mentioned insurance coverage, limits of \$2,000,000.00 inclusive per occurrence in primary CGL insurance, or \$1,000,000 in primary CGL insurance and \$1,000,000.00 in Excess Liability or Umbrella Liability insurance with aggregates for each policy to provide the minimum coverages and limits as noted above.

- 7.3 Automobile Liability Insurance:
- i. Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.
 - ii. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Consultant.
- 7.4 Consultant's Equipment Insurance:
- i. All Risks Consultants' Equipment coverage, insuring the full amount of the Consultant's equipment, including all owned, non-owned and mobile equipment.
- 7.5 Professional Liability Insurance:
- i. Consultant shall carry Professional Liability Insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per claim.
- 7.6 Without restricting the generality of any contractual indemnity provisions, the Consultant shall obtain, maintain, pay the premium(s) and any deductibles and provide evidence of required insurance coverage. The Consultant shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
- 7.7 The forms of these insurance policies shall in all respects be satisfactory to the Owner's Insurance and Risk Manager and shall be maintained continuously from the commencement of the Services until the Services have been completed to the satisfaction of the Owner and thereafter in accordance with this contract.
- 7.8 The insurance shall be taken out with insurance companies licensed to transact business in the Province of Ontario and who are not otherwise excluded by the Owner's Insurance and Risk Manager.
- 7.9 Upon request, insurance policies of the Consultant and of the Consultants engaged by the Consultant shall be available for the Owner's inspection.
- 7.10 The policies described above shall be endorsed to provide the Owner with not less than thirty (30) days written notice of expiry, cancellation, change or amendment restricting coverage such that the requirements in this contract are no longer met.
- 7.11 However, if for any reason the insurer, on behalf of the Consultant, cannot endorse their policies to provide the Owner with not less than thirty (30) days written notice of change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the Consultant and becomes the Consultant's strict obligation to deliver to the Owner by registered mail with not less than thirty (30) days written notice of change or amendment restricting coverage.
- 7.12 The Consultant shall submit to the Owner, certificates of insurance and continuity of coverage on an annual basis for all applicable insurance coverages required. These certificates should be submitted to the attention of the Owner's project representative with the Project/BID number indicated.
- 7.13 The Consultant shall not commence work until such time as evidence of insurance, on the Owner's Certificate of Insurance form has been completed and filed with and approved by the Owner.

- 7.14 If required by the Owner, the Consultant shall provide certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Services.
- 7.15 If the Consultant fails to maintain insurance as required by the contract the Owner shall have the right to provide and maintain such insurance and give evidence to the Consultant. The Consultant shall pay the cost thereof to the Owner on demand or the Owner may deduct the cost from the amount which is due to or may become due to the Consultant.
- 7.16 The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to Services as the Owner may reasonably require.
- 7.17 All policies shall apply as primary and not as excess of any insurance available to the Owner.
- 7.18 If requested the Consultant shall provide the Owner with a letter from their insurance provider confirming the Consultant's ability to meet the insurance requirements as set out in this contract.
- 7.19 The Consultant shall provide the Owner with proof of insurance, by submitting an original Certificate of Insurance on the Owner's standard "Certificate of Insurance" form, or documentation approved by the Insurance and Risk Manager, upon execution and delivery of the contract, prior to commencement of the Services and thereafter upon request by the Owner. In lieu of an original Certificate of Insurance, the Owner may accept an electronic copy provided it is e-mailed or faxed by the Consultant's insurance broker directly to the Owner.
- 7.20 All policies of insurance shall contain provisions for settling joint loss disputes amongst property.
- 7.21 The Consultant shall ensure that any subconsultants engaged by the Consultant carry and have proof of active insurance policies providing the following coverages and listing the Consultant as Additional Insured where applicable:
- i. Commercial General Liability
 - ii. Automobile Insurance
- 7.22 It is the expectation that the Consultant obtain the current Certificate of Clearance indicating a subconsultant's good standing and/or letter for the following:
- i. WSIB or Equivalent Employer's Liability Insurance
- 7.23 The Consultant shall respond to, and deal with, all indemnifiable third-party claims in a prompt, courteous and efficient manner.
- 7.24 The Consultant shall contact all third-party claimants and acknowledge receipt of all third-party claims in writing within seven (7) days upon being notified in writing of the third-party claim.
- 7.25 The Consultant shall immediately, upon receipt of any third-party claim, provide the Owner's Office of the City Clerk, Insurance Risk Management Section with notice of the third-party claim.

- 7.26 The Consultant shall also provide the Owner's Office of the City Clerk, Insurance Risk Management Section with copies of all correspondence between the Consultant or its agents and the third-party claimant.
- 7.27 The Consultant shall not advise the third-party claimant that the Owner is responsible for their claim.
- 7.28 If, in the sole discretion of the Owner's Office of the City Clerk, Insurance Risk Management Section, acting reasonably, a claim is not being dealt with in a manner consistent with the provisions of this contract, which includes, without limiting the generality of the foregoing:
- i. failure of the Consultant to acknowledge receipt of the third-party claim in the manner set out above; and
 - ii. failure to resolve the third-party claim to the satisfaction of the *Owner* within ninety (90) days of the receipt of the third-party claim;
- the Owner reserves the right to appoint an insurance adjuster or other person to settle any third-party claims arising from this Contract.
- 7.29 Any money paid by the Owner in satisfaction of any third-party claim determined to be the Consultant's responsibility, plus all adjuster costs and other associated costs and administrative costs incurred by the Owner, shall be deducted from monies owing to the Consultant by the Owner."

8. NON-ASSIGNMENT

- 8.1 Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

9. PREVIOUS AGREEMENTS

- 9.1 This Agreement supersedes all previous agreements, arrangements or understanding between the parties whether written or oral in connection with or incidental to the project.

10. APPROVAL BY OTHER AUTHORITIES

- 10.1 Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Owner and unless authorized by the Owner in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency. Costs for all application fees shall be borne by the Owner unless otherwise provided for by the Owner. The foregoing in no way limits the Consultants responsibility to identify, understand and coordinate any and all approvals and permits required for the project unless otherwise specified in the RFP or agreed to by the Owner.

11. SUB CONSULTANTS

- 11.1 The Consultant may engage subconsultants for specialized services provided that prior approval is obtained, in writing, from the Owner.
- 11.2 Sub consulting shall not relieve the Consultant of its liabilities and obligations under the Contract.

- 11.3 Should any sub-Consultant fail to perform the Services in a satisfactory manner, the City may, in its sole discretion, require the Consultant to replace such sub-Consultant.
- 11.4 The City shall have no obligation to deal directly with any subconsultant.
- 11.5 The Consultant shall be solely responsible for the payment of all amounts owing to subconsultants.
- 11.6 The Consultant shall coordinate the provision of the products and/or services by sub-Consultants in a manner acceptable to the City and shall ensure that subconsultants comply with the terms and conditions of the Contract.
- 11.7 Consultant shall be liable for acts and omissions of subconsultants including being liable to the City for all costs or damages arising from the acts, omissions, negligence or willful misconduct of subconsultants.

12. INSPECTION

- 12.1 The Owner shall have the right, at all reasonable times, to inspect or otherwise review the services performed, or being performed, under the project and the premises where they are all being performed.
- 12.2 The City shall have the right to reject any Services that are not in conformance with the Specifications or any contractual requirement.
- 12.3 If, within ninety(90) Calendar days after performance, City determines that a Service is defective, City may reject the Service and, at City's option and at Consultant's sole cost and expense, require Consultant to re-perform the defective Services within the time period specified by City, acting reasonably.
- 12.4 Should Consultant fail to comply with the foregoing, City may, at its option and in addition to any other recourse available to City, terminate the Agreement, in whole or in part, with Consultant bearing all costs and risks associated with the rejected Services.
- 12.5 Consultant agrees to reimburse City for all transportation and other related costs incurred and overpayments made in respect of the rejected Services.
- 12.6 City's inspection, testing, or acceptance or use of the Services hereunder shall not limit or otherwise affect Consultant's warranty obligations hereunder with respect to the Services, and such warranties shall survive inspection, testing, acceptance and use of the Goods or Services.

13. PUBLICATION

- 13.1 The Consultant agrees to obtain the consent in writing of the Owner before publishing or issuing any information regarding the project.

14. CONFIDENTIAL DATA

- 14.1 The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Owner in the course of carrying out the services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality, which is independently developed by the Consultant without access to the Owner's information, or which is required to be

disclosed by law or court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Owner.

15. DISPUTE RESOLUTION

15.1 Negotiation

- a) In the event a matter of difference between the Consultant and the Owner in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Owner shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Consultant and the Owner to reach agreement within ten (10) business days or receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation.

15.2 Mediation

- a) The Consultant and the Owner shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Consultant and the Owner shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Owner may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Owner or a reasonable alternate at a time and location as determined by the parties.

- f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Owner.

15.3 Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Owner and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
 - ii. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1991, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Owner or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the Arbitration Act, 1991.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.
 - vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act R.S.O. 1990, c.C-43*.

16. TIME & DELAY

- 16.1 The Consultant shall perform the services in accordance with the Terms of Reference and shall complete any portion or portions of the Services in such order as the Owner may require.
- 16.2 The Owner shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

16.3 Time is of the essence in all respects of this Agreement.

16.4 The Consultant agrees that performance of the services shall be carried out strictly in accordance with the schedule required by the Owner. The Consultant shall meet all deadlines imposed by the Owner, unless otherwise agreed to in writing by the Owner. The Consultant agrees that it shall not be entitled to an extension of time to complete the services, unless otherwise agreed to in writing by the Owner upon written application by the Consultant. Such written application must be made by the Consultant to the Owner within five (5) working days after the Consultant knows, or should have known, of the event or circumstance giving rise to the Consultant's application for an extension of time.

16.5 The Consultant shall not be entitled to payment of losses or increased costs incurred by the Consultant as a result of any extensions in time for the performance of the Services that the Owner in its sole discretion may provide to the Consultant.

17. ESTIMATES, SCHEDULES AND STAFF LIST

17.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Owner, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Owner:

- a) An estimate of the total fees to be paid for the services.
- b) A Schedule showing an estimate of the portion of the services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Owner.

17.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval from the Owner for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 17.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 17.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 17.1 (c).

17.3 Monthly Reporting of Progress

When requested by the Owner, the Consultant shall provide the Owner with a written report showing the portion of the services completed in the preceding month.

18. EVALUATION OF PERFORMANCE

- 18.1 During and/or upon completion of the Services, the Owner may complete evaluation(s) of the Consultant's and its subconsultant's performance.
- 18.2 A copy of any evaluation completed in accordance with this section may be given to the Consultant.
- 18.3 Any evaluation completed in accordance with this section shall be placed on file with the Owner and may be considered by the Owner when making future decisions regarding Agreement extensions and renewals, contract awards and procurement-related decisions.
- 18.4 Information related to evaluations completed in accordance with this section may be made available to persons requesting the Owner references for the contract and also may be reviewed and may form part of the Owner's criteria when awarding future contracts.
- 18.5 By agreeing to undertake the Services, the Consultant hereby authorizes the maintenance and release of information related to evaluations completed in accordance with this section.
- 18.6 If the quality or quantity of Services and/or the rate of progress are not in accordance with the provisions of the contract, and/or to industry standard, the Owner 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 Owner shall be at liberty to terminate this contract, and in so doing, shall be under no obligation whatsoever to the Consultant.

19. INDEMNIFICATION

- 19.1 The Consultant shall indemnify, hold harmless and defend the Owner and its respective directors, officers, council members, partners, agents and employees from and against all claims, demands, losses, costs (including all legal costs), damages, actions, fines, suits or proceedings that arise directly or indirectly out of, or are attributable to, the Consultant's performance of, or failure to perform, this contract, or out of the quality of the Services, including any act or omission of the Consultant or its agents, any of its subconsultants, employees, workers or other persons for whom the Consultant is in law responsible.

20. WORKPLACE SAFETY & INSURANCE

- 20.1 The Consultant shall comply with the requirements of the Province of Ontario with respect to workplace safety and insurance throughout the term of this Agreement.
- 20.2 Upon execution and delivery of this Agreement, before commencing the Services, the Consultant shall provide evidence of compliance with the requirements of the Province of Ontario with respect to workplace safety and insurance, including payments due thereunder.
- 20.3 At any time during the term of this Agreement, when requested by the Owner, the Consultant shall provide such evidence of compliance by itself and its subcontractors.
- 20.4 If the Consultant, at any time, fails to pay any assessment or compensation required to be paid with respect to workplace safety and insurance, the Owner may pay such assessment or compensation and charge the cost thereof to the Consultant."

21. SEVERABILITY

- 21.1 If any provision in this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity shall attach only to such provision or part thereof and the remaining part of any such provision and all other provisions of this Agreement shall continue in full force and effect.

END OF DOCUMENT 2

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

Not required for this RFP.

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

1. INTRODUCTION

Tourism Vaughan Corporation (TVC), known as Tourism Vaughan, is a municipal service corporation of the City of Vaughan and is the city's destination marketing organization (DMO). Tourism Vaughan is seeking proposals for a qualified marketing agency to perform work on an as-and-when-required basis.

The following scope is outlined as of early October 2020 and may change due to the uncertainty of the travel industry which is directly impacted by regulation changes and unknown travel patterns for visitors due to COVID-19. Thus, the arrangement between TVC and the marketing agency must be flexible to adjust to probable shifting requirements.

2. PROJECT GOALS AND OBJECTIVES

Through industry consultation of local accommodations and attractions partners, Tourism Vaughan has identified the following desired objectives to be achieved through marketing initiatives, across two phases: (1) during and (2) immediately post-pandemic:

- drive visitation back to Vaughan as the economy reopens;
- generate new revenue for tourism dependent small to medium enterprises (SMEs);
- help local economic recovery across the City;
- showcase Vaughan's attractions and unique experiences to the province;
- Increase consumer confidence in travel and visiting attractions in Vaughan;
- Re-ignite the meetings & events sector through lead generation in Vaughan;
- Increase occupancy rates at local Vaughan accommodations;
- Develop strong creative assets (photography and video) that highlight the city's vibrant experiences and cultures to leverage in the current campaign and for future use; and
- Raise awareness of Vaughan as a safe and family friendly tourism destination.

3. BACKGROUND

As the newly established destination marketing organization for the City of Vaughan, Tourism Vaughan is seeking a marketing agency to support marketing initiatives to aid in the economic resiliency and recovery of the local tourism sector as a result of the COVID-19 pandemic.

Vaughan is home to some of Canada's premiere attractions and has the largest concentration of family attractions in Ontario. From Canada's Wonderland (one of the most attended amusement parks in North America), the McMichael Canadian Art Collection, LEGOLAND® Discovery Centre Toronto, Reptilia, Vaughan Mills Shopping Centre (largest shopping centre in York Region); Kortright Centre for Conservation offering 325 hectares of pristine woodlands, and many more. These active tourism partners have formed a Vaughan Attractions Council and have been working closely with Tourism Vaughan on a plan, inclusive of tactics outlined in this project scope, to welcome travelers back to the City and province.

4. SCOPE OF WORK

Tourism Vaughan proposes to invest marketing funds through a series of integrated marketing campaigns and development of communications channels targeting local and domestic travel in both the leisure and meetings & events markets. In tandem, Tourism Vaughan will continue to

establish itself as Vaughan's newly created destination marketing organization through brand awareness and by adding a scope of resiliency and recovery due to the COVID-19 pandemic. As such, the Description of Deliverables outlines proposed dual-purpose tactics such as creation of new communications channels (i.e. social media and a consumer newsletter) and launch of in-market campaigns. The marketing agency will support Tourism Vaughan in the development and promotion of these programs through deliverables outlined in Section 5 below.

5. DESCRIPTION OF DELIVERABLES

The following deliverables are outlined as of early October 2020 and may change due to the uncertainty of the travel industry which is directly impacted by regulation changes and unknown travel patterns for visitors due to COVID-19. Thus, the arrangement between TVC and the marketing agency must be flexible to adjust to probable shifting requirements.

- A total of 2 promotional videos: (1) leisure travel and (2) meetings & events;
- Launch and maintenance of social media channels such as Instagram, Facebook, Twitter or others as recommended by the agency to capture the intended audience;
- A series of marketing campaigns for various projects as needed through inbound content marketing; email marketing; SEM PPC, display, and Social Media ads; PR; off-page SEO, and influencer marketing and others;
- Website content and creative for visitvaughan.ca;
- SEO for visitvaughan.ca and Event Planner Portal to be developed;
- And other projects as may be required.

6. MEETINGS

Once selected, a virtual project kick-off meeting will be held with the agency and Tourism Vaughan staff to become acquainted and review processes and collaboration methods and prioritize projects. A lead staff from Tourism Vaughan will be assigned for each project to work with the agency. Subsequent meetings will follow based on individual project timelines.

7. PROJECT SCHEDULE

The project will commence in mid November 2020 and conclude December 31, 2021.

8. INFORMATION TO BE PROVIDED BY THE CITY

- [TVC Inaugural Business Plan and Budget 2020](#)
- [City of Vaughan Economic & Cultural Development Strategic Business Plan 2020-2023](#)
- [2018-2022 Term of Council Service Excellence Strategic Plan](#)
- [Business Case Study for Municipal Service Corporation \(Tourism Vaughan Corporation\)](#)
- [City of Vaughan: Economic Development and Tourism Report of Findings: Brand Consultations](#)
- Visit Vaughan website analytics/insights*

Regional Organization Available Documents

- [Central Counties 2020-2021 Business Plan](#)
- [Central Counties Impact Report 2018-19](#)
- [Central Counties Tourism Strategic Plan 2018-2020](#)

- [Central Counties Regional Visitor / Demographic / Customer Reports](#)
- [York Region Economic Development Action Plan](#)
- [Experience York Region website](#)
- [YDH consumer website](#)
- York Region Employment Survey*
- Destination Ontario - IMPACT OF COVID-19 ON THE CANADIAN ECONOMY AND CONSUMER SENTIMENT reports*
- Destination Canada – Resident Sentiment Surveys*

Provincial Documents

- [Discover Ontario: A Report on the Future of Tourism](#)
- Progress reports and discussion documents related to the on-going tourism framework review conducted by the Minister of Tourism, Culture and Sport*

Hospitality and Tourism Stakeholder Documents

- Local tourism operators individual marketing plans, data etc.*

*Documents to be provided to successful agency.

9. ESTIMATED PROJECT BUDGET

The estimated budget for the retainer is \$200,000. The agency will be provided payment on retainer on a project basis.

10. CONTENT OF PROPOSALS AND EVALUATION CRITERIA

10.1 Content of Proposals

The minimum proposal content is outlined below. The principal evaluation criteria and weighting system used in the Consultant selection process is as follows:

1. Qualification of Firm (10.00 points)
 - Corporate profile [5.00 points]
 - Provide a detailed overview of Proponent background and corporate history, including date of incorporation/company started, products and/or services offered (as relates to the deliverables of this RFP); total number of employees, experience in deliverables requested, etc.
 - Relevance and Size of Projects competed or substantially completed within the last twelve (12) to twenty four (24) months. [5.00 points]
 - Provide minimum three (3) representative projects completed or substantially completed within the last twelve (12) to twenty four (24) months that demonstrates firm's experience in delivering similar projects/deliverables. Include project information such as brief project

description, contract value, location and the owner via CSV table Schedule III in the bid. Supporting documentation may be uploaded via **Attachment 6**. These projects will be used to evaluate the Proponent's ability in delivering this project.

2. Qualification of Key Personnel (25.00 points)
 - Project Manager or Team Lead experience and Qualification [10.00 points]
 - Detail the qualifications and experience of the Project Manager/Team Lead assigned to this project for the works to be performed under this RFP including their specific roles and responsibilities in relation to the work required. The Project Manager/Team Lead must have more than ten (10) years of experience in managing project of similar nature and scope. Include the resume of the Project Manager/Team Lead in **Attachment 1**.
 - Qualification and Experience of assigned staff and sub-consultants who will be assigned to the project [10.00 points]
 - Detail project team members qualifications and experience including sub-consultants assigned to this project for the works to be performed under this RFP including roles and responsibilities. Provide resumes of all team members. Include resumes of assigned staff and/or sub-consultants in **Attachment 2**.
 - Project Team structure [5.00 points]
 - Provide an Organization Chart showing the proposed project team assigned to this project including sub-consultants and any key personal as well as key function of each member. Include supporting documentation in **Attachment 3**.
3. Project Understanding, Approach and Methodology (20.00 points)
 - Proponent demonstrates understanding of the City's objectives under this RFP [15.00 points]
 - Provide a detailed understanding of how the Proponent will be delivering the project, meeting objectives and goals described under this RFP.
 - Appropriate allocation of resources to various tasks of the project [5.00 points]
 - Provide a detailed breakdown of resource allocation information to support the required various tasks of the project – no pricing to be entered, to be included via **Attachment 4**.
4. Reference Checks (15.00 points, 5 Points Per Reference)
 - Check three (3) references from clients where the Proponent completed or substantially completed projects of similar scope in the last 12-24 months.
 - The references listed must be the same as the projects provided under Qualification of Firm Experience completed within the last 12-24 months.

- **For each reference** listed, the Proponent shall provide **with the Submission** one (1) **Reference Check Form (Appendix A)** completed and **signed by the Referee**. If Vaughan staff is listed as a referee, then the signature is not required on that form.
 - It is the responsibility of the Proponent to provide current contact information including email addresses and phone numbers, and to ensure that Referees are willing and available to participate in the reference check process. The City reserves the right to contact them for evaluation of the RFP.
 - All three (3) completed and signed **Reference Check Form (Appendix A)** must be included in the **Proponent's Submission via Attachment 5**. In the event that the Reference Check Form is not included with the **Proponent's Submission**, or a referee for a similar project reference do not participate in the reference check process, the Proponent's submission will be scored a zero (0) out of available points for that Reference.
 - The Owner reserves the right to confirm the authenticity of the reference directly with the Referee.
 - Notwithstanding the provisions above in this Section, if a Proponent lists a City of Vaughan staff member(s) / City project as the Reference Check:
 - For 'Owner evaluation' purposes, the City will use the applicable project Evaluation Form it already has on file; and
 - The City will contact proposed referee directly, Proponent shall not contact the staff member(s) listed to discuss this RFP, the Project or the References.
5. Proposal Fee (30.00 points)
- Proponents must complete the Pricing Form in its entirety. Inclusion of pricing information in the technical response portion of the Proposal may result in disqualification of the Proposal.

10.2 Evaluation Criteria

Proposals will be evaluated based on the criteria and weighting points shown in the Table below:

Stage 1 – Technical Proposal – 70.00 Points		
Category	Criteria	Points
Qualification of Firm	<ul style="list-style-type: none"> ○ Corporate Profile (5.00 points) ○ Relevance to size of projects completed or substantially completed within the last twelve (12) to twenty-four (24) months via Attachment 6 (5.00 points) 	10.00
Qualification of Key Personnel	<ul style="list-style-type: none"> ○ Resumes of Project Manager or Team Lead. In addition to your response, please upload document Resumes of Project Manager or Team Lead to Attachment 1 (10.00 points) ○ Qualification and experience of assigned staff or subconsultants. In addition to your response, please update document Other Assigned Staff to Attachment 2 (10.00 points) ○ Organizational Chart, including project team structure. Upload Organization Chart to Attachment 3 (5.00 points) 	25.00
Project Understanding, Approach and Methodology	<ul style="list-style-type: none"> ○ Proponent demonstrates understanding of the City's objectives under this RFP (15.00 points) ○ Appropriate allocation of resources to various time and task metrics of the project. Upload Resource Allocation Attachment 4(5.00 points) 	20.00
Reference Checks	<ul style="list-style-type: none"> ○ Three (3) references from clients where the Proponent completed or substantially completed projects of similar scope in the last 12-24 months. Upload Reference Checks to Attachment 5 (5.00 points per reference) 	15.00
Total Score for Stage 1 – Technical Proposal Evaluation		70.00

Stage 2 – Financial Proposal – 30.00 Points		
Category	Criteria	Points
Pricing	<ul style="list-style-type: none"> • Proposed Hourly-Rate Breakdown 	30.00
Total Score for Stage 2 – Financial Proposal		30.00

11. STAGES OF EVALUATION

The evaluation committee comprised of City staff and its representatives will be evaluating all compliant proposals. Proponents will be evaluated based on the information provided in their proposals. The evaluation committee shall review, analyze and rate the proposal submissions in accordance with the evaluation criteria.

The City will conduct the evaluation of Proposals in the following stages:

Stage 1 – Evaluation of the Technical Proposal – 70.00 Points

Proponents must complete the online form.

- i. Compliant proposals will be evaluated in accordance with the technical contents. The evaluation team will independently read, review and score each Proposal per RFP requirements.
- ii. Proponents are required to follow the format and provide all the information requested. Each Proposal shall be evaluated solely on its contents. References to the Proponent's web page and/or external communication material will not be considered or evaluated as part of the Proposal.
- iii. The evaluation team will then come together to form a consensus score for each criterion for each Bidder to determine each Proponent's total technical score and establish the evaluation team's ranking of the Proposals.
- iv. Proposals must achieve a minimum score of seventy percent (70%) in Stage 1 evaluation of the technical content for advancement to the next step of the evaluation.

Stage 2 – Evaluation of Pricing – 30.00 Points

Proponents must complete the online form.

Proponents must complete the Pricing Schedule within the City's Bidding System.

The City will undertake one of the following pricing methodologies:

(1) If at least one technical proposal passing Stage 1 is within five (5) points of the highest ranked technical Proponent:

Price Per Point

Proponents passing Stage 1 Technical Evaluation and falling within five (5) points of the highest ranked technical Proponent will have their pricing envelope open and the dollar cost per technical point applied. The lowest cost per technical point proposal will be considered for award. Proponents not within five (5) points of the highest ranked technical will not have their pricing envelopes opened and will not be considered for award.

OR

(2) If no other technical proposal passing stage 1 is within 5 points of the highest ranked technical Proponent:

Cumulative Scoring

Proposals that pass Stage 1 – Technical Evaluation with no proposal identified as being within five (5) points of the highest ranked technical Proponent will be evaluated on the basis of the Price Schedule. Those Proposals not passing Stage 1 will not have their pricing envelopes opened and will not be considered for award.

Pricing will be scored based on a relative pricing formula using the price set out in the Pricing Schedule.

Each Proponent will receive a percentage of the total possible points allocated by dividing the lowest proposal price by the respective Proponent’s price.

For example, if the lowest proposal price is \$120.00, that Proponent receives 100% of the possible points (120/120 = 100%), a Proponent who bid \$150.00 receives 80% of the possible points (120/150 = 80%) and a Proponent who bid \$240.00 receives 50% of the possible points (120/240 = 50%).

Lowest rate

----- x Total available points = Score for Proposal with 2nd lowest rate

2nd lowest rate

Lowest rate

----- x Total available points = Score for Proposal with 3rd lowest rate

3rd lowest rate

etc. for each Proposal

All scores from Stage 1 and Stage 2, for each compliant Proponent, will be added to determine each Proponent’s cumulative score. The Proponent with the highest cumulative score will be considered for award.

For clarity, technical proposal refers to all Stages prior to the Evaluation of Pricing.

11.2 OPTIONAL: SHORT LIST DISCUSSIONS/INTERVIEWS/PRESENTATIONS REQUIREMENTS

The City may create a short list of Proponents based on the evaluation results. The Short-listed Proponents may be further evaluated on a score of 25.

The City reserves the right to incorporate discussions/interviews/presentations (the “Interview”) into the Proposal evaluation process. The City, at its sole discretion, may interview short-listed Proponents and may ask them to make a short formal presentation to the City. (Presenters will be required to supply their own presentation equipment and materials.)

The Interview will serve as the mechanism for further evaluation of short-listed Proponents at an in-depth and more detailed level in order to establish the finalist for Selected Proponent status. Bonus points to a maximum of 25 points will be awarded in addition to the score obtained through the Evaluation Criteria.

Short-listed Proponents must be prepared to answer questions about their Proposals and shall cooperate with the City with respect to Interview scheduling and any other requirements imposed by the City.

The City reserves the right to augment the short list at any time.

11.3 NEGOTIATIONS (OPTIONAL AT CITY'S DISCRETION)

On completion of the evaluation process, negotiations may (at the sole discretion of City) be undertaken with any Proponent(s) (intent of negotiations would be to discuss and finalize commercial and operational details, to best meet city requirement).

No Proponent shall have any rights or remedies against the Owner arising from such negotiations.

Proponents are encouraged to provide their best offer initially.

12. LIST OF ADDITIONAL DOCUMENTS TO BE UPLOADED IN THE BIDDING SYSTEM

The following information is required as part of the Proposal and shall be uploaded by Proponents in the Documents section of the Bid.

- Attachment 1 – Resumes of Project Manager or Team Lead
- Attachment 2 – Other Assigned Staff
- Attachment 3 – Organizational Chart
- Attachment 4 – Resource Allocation
- Attachment 5 – Reference Checks
- Attachment 6 – Examples of Previous Projects

END OF DOCUMENT 4

Not required for this RFP.

END OF DOCUMENT 5

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

THE CORPORATION OF THE CITY OF VAUGHAN STANDARD CONSULTING AGREEMENT

(as may be amended from time-to-time, the “**Agreement**”)

Effective Date: _____

Between:

The Corporation of the City of Vaughan (the “**City**”)

And

_____ (“**Consultant**”)

(each a “**Party**” and collectively “**Parties**”)

With respect to Request for Proposal No. 20-279: Retainer for Tourism Marketing Agency (the “**RFP**”)

Whereas:

- A.** The City issued the RFP;
- B.** The Consultant submitted a proposal in response to the RFP (the “**Proposal**”); and
- C.** The City has selected the Consultant to perform the Work outlined in the RFP, and Consultant agrees to perform such Work and perform/provide the provisional items as/if needed by the City, all in accordance with the Contract Documents.

Now therefore, the Parties agree as follows:

1. Capitalized terms not defined within the body of this Agreement have the meanings provided in the RFP.
2. For certainty, the following documents are read into and deemed to form part of this Agreement:
 - Consultant’s Proposal
 - Insurance Certificates required by the RFP
 - The RFP and any addenda
 - All Contract Documents (as defined in the RFP)
3. Order of Precedence. In the event an ‘industry contract’ (e.g. CCDC or OPSS terms and conditions) forms part of the Contract, the Order of Precedence provided therein or in supplementary conditions thereto shall govern. Failing which, in the event the terms in any of the following documents conflict, the order of precedence with respect to the conflict shall be as follows:

- a) Authorized and duly signed Change Order, if any
- b) Duly executed City Agreement
- c) Addenda to the Request for Proposals (RFP)
- d) Document 4: Terms of Reference
- e) Document 7: Contract Drawings and Reports, if any
- f) Document 3: City Supplementals
- g) Document 5: City Special Provisions
- h) Document 2: City General Provisions
- i) Document 1: Instructions to Proponents
- j) Proposal submission document(s) from the Consultant

1. DEFINITIONS

“Expiry Date” means [insert date] or, if the original term is extended, the final date of the extended term;

“Deliverables” means all reports, studies, drawings, plans, renderings and other items to be provided by Consultant as part of the Services, and/or any goods identified as to be provided by Consultant under this Agreement;

“Loss” or **“Losses”** means any and all claims, losses and damages of every nature or kind whatsoever including, all direct or indirect damages, punitive or exemplary damages, loss of profits, consequential damages, incidental damages and special damages and all losses, damages or claims arising in relation to personal injury, death, damage to property, and any and all third party claims for losses, damages, injury, personal injury, death or property damage and any and all court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims and legal fees (on a solicitor and his own City basis) and expenses of investigation;

“Person” includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other entity recognized by law;

“Project” means the project described in Document 4 – Terms of Reference and the total implementation contemplated of which the Services may be the whole or a part;

“Project Representative” means the Person designated by the City to act as the City’s representative for the Project;

2. INTERPRETATION

- (a) *Headings and Index*: The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

The articles, section, subsection and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of this Agreement.

- (b) *Extended Meanings*: The words expressed in the singular include the plural and vice-versa and words in one gender include all genders.

The words “hereof”, “herein”, “hereunder”, and similar expressions used in any section or subsection of this Agreement, relate to the whole of this Agreement and not to that section or subsection only unless, the context indicates otherwise. “Article” or “Section” means or refers to the specified article and Section of this Agreement.

The use of the neuter singular pronoun to refer to the City or the Consultant is deemed a proper reference even though the City or the Consultant is an individual partnership, association, corporation or group of two or more individuals, partnerships, associations or corporations.

- (c) *Entire Agreement*: This Agreement and the applicable RFP constitutes the entire Agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written of the Parties pertaining to such subject matter.

There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except those specifically set out herein.

The execution of this Agreement has not been induced by nor do any of the Parties rely upon or regard as material any representations not included in this Agreement.

Any subsequent amendments to this Agreement, shall be by way of Amendment Agreement, to be done in writing, and dated and executed by both parties, and shall be subject to all the terms and conditions of this Agreement, with the exception of those sections as amended by the aforementioned Amendment Agreement.

- (d) *Governing Law*: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

- (e) *Currency*: All dollar amounts referred to in this Agreement are in Canadian funds.

- (f) *Invalidity*: If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect then such provisions are deemed to be independent of the remaining provisions of this Agreement and to be severable and divisible there from and the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

- (g) *Contra Proferentem*: Each Party acknowledges and agrees that it has participated in the determining the content of this Agreement and that no portion of this Agreement shall be interpreted less favourably to either Party, because that Party or its legal counsel was primarily responsible for the drafting of that portion.

3. SERVICES (GENERAL)

- (a) *Consultant's Retainer*: The City agrees to retain the Consultant for the purpose of providing the Services in relation to the Project on the terms provided in this Agreement.
- (b) *Additional Services* - The Consultant acknowledges that the description of services provided for in this Agreement is not fully definitive and may (as a result of changes in the circumstances and conditions during the course of the implementation of the Project) require additional or further actions, activities and deliverables on the part of the Consultant to be provided to the City.

Additional services may include:

- services required beyond those already provided which are required due to revisions or additions to the specifications, budget or to previously approved documents prepared by the Consultant,
- services required by the enactment or revisions of statutes, regulations, codes or by-laws,
- services due to the interpretation of the authorities having jurisdiction differing from the Consultant's interpretation of statutes, regulations, codes and by-laws in such a way as the Consultant cannot reasonably anticipate,
- services due to other causes beyond the control of the Consultant,
- services not contemplated in Document 4 – Terms of Reference;
- services not listed in Consultant's Proposal.

Consultant shall make best efforts to perform such services at the request of City.

If the additional services are clearly outlined in the original scope of work within the Agreement or inherently required in order or to properly perform the Services or required as a result of Consultant breach of contract (e.g. warranted services), the additional services shall be performed without any further increases, adjustments or additions to the fixed fees and reimbursable expenses identified in this Agreement.

Additional services requiring additional fees shall only be commenced after the Parties have executed an Amending Agreement or Change Order.

- (c) *Project Schedule*: The Consultant shall, within five (5) Business Days of the City's execution of this Agreement, prepare and submit to the City's Project Representative for approval, a Project Schedule, and the Consultant shall ensure, to the extent such matters are within the reasonable control of the Consultant, that the progress of the Services and the Project are in reasonable accordance with the Project Schedule. The Consultant agrees that any changes, alterations or extensions to the Project Schedule shall first require the approval, in writing and signed, of the City's Project Representative.

- (d) *Suspension of Services*: City may, acting reasonably, suspend the performance of all or any portion of the Services for a reasonable period of time by providing Consultant with written notice outlining the expected length and rationale for the suspension.

4. CITY POLICIES

Where all or part of the Services are to be performed on City premises/property, Consultant agrees to fully comply with and adhere to all relevant City policies and rules of conduct (including, without limitation, policies and rules of conduct concerning health and safety, security, workplace environment, discrimination, sexual harassment, and technology and Internet use policies) and will cause all of its personnel involved in the provision of the Services to comply with and adhere to such policies.

5. PRICING

- (a) Prices for the Services will be set out in this Agreement and are not subject to adjustment except as otherwise agreed to by the Parties in writing.
- (b) The Fixed Fees represent the total maximum cost of all Services and includes all fees and charges of any kind, including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage and re-stocking and government tax levies, unless otherwise stated on the purchase order.
- (c) All applicable taxes are specified on the purchase order.
- (d) Unless stated otherwise, all prices shall be in Canadian dollars and exclude all applicable sales, goods and services, harmonized sales, value added, use, transfer, or similar taxes.
- (e) In accordance with the applicable invoice, City will pay, and Consultant will remit to the appropriate taxing authorities, all applicable taxes.
- (f) All prices shall remain firm for the duration of the Agreement unless expressly provided and agreed to in writing by the City.

6. FEES AND PAYMENT

- (a) Payment by City shall not be deemed acceptance of Services.
- (b) Notwithstanding any other provision of the Agreement, City may withhold all applicable withholding taxes and remit those taxes to the applicable governmental authorities as required by applicable laws.
- (c) City will have no obligation to pay any amount invoiced if the invoice was delivered to City more than 60 days following the date on which Consultant's right to invoice City for such payment arose, regardless of the invoice date.
- (d) Where there is a question of non-performance by the Consultant, payment in whole or in part may be withheld by the City.

- (e) In the event that the City is entitled to a discount for prompt payment, the withholding of payment as provided herein shall not deprive the City from taking such discount.
- (f) Any portion of the Services which fails in any way to meet the terms of the Contract is subject to rejection, or to be paid for on an adjusted basis, and the decision of the City is final.

7. INVOICES (General)

- (a) Unless otherwise provided elsewhere within the Contract, invoices shall:
 - be submitted monthly and shall be in proportion to the Services performed
 - itemize HST and any other taxes payable by City separately
 - Denote exempt or zero-rated supplies on a line by line basis
 - provide for a detailed account of the Services and any goods rendered and any eligible reimbursable expenses incurred
 - be submitted to the City and addressed to the Project Representative for a review, assessment and processing where the invoices deemed to be acceptable or following the resolution of an objection
 - reference Consultant's applicable HST registration number and any other tax registration number(s).
 - reference the PO number
 - include a valid business registration number on the invoice
 - comply with form and content requirements as agreed upon between the Parties and as otherwise required by City, acting reasonably
- (b) If the Harmonized Services Tax applies, the Consultant agrees to invoice in accordance with the Excise Tax Act.
- (c) If the Services involve progress payments, the invoice schedule shall be based on the Services schedule and milestones as outlined in the Contract.
- (d) For time and materials Contracts, the Consultant shall invoice the City monthly on a time and expense basis, charging the goods/services/actual hours/disbursements, as applicable, incurred each month up to the Contract amount.
- (e) The Consultant, when invoicing for expenses, shall provide receipt(s) for those expenses, and otherwise adhere to the other provisions regarding expenses contained in the Contract. Only reasonable, pre-approved expenses (with supporting documentation) may be submitted for reimbursement. Valid expenses will be reimbursed at-cost without mark-up.
- (f) Invoices that do not comply will be returned for adjustment prior to processing payment, and any delays resulting from this action shall not prevent the City from taking any payment discounts.

8. CITY'S RESPONSIBILITIES

- (a) The City shall:
- i. provide complete information, to the best of its abilities, regarding the requirements for the Project including Project objectives, constraints, schedules and criteria;
 - ii. examine all documents submitted by the Consultant and through the Project Representative provide decisions and approvals as necessary;
 - iii. notify the Consultant in writing if the City observes or otherwise become aware of any fault or defect in the Services or any non-conformity with requirements of the City;
 - iv. promptly fulfil the City's responsibilities for the orderly progress of the Services and of the Work; and
 - v. authorize in writing a person to act on the City's behalf as the Project Representative and define that person's scope of authority with respect to the Project where necessary.
- (b) *No Derogation of Consultant's Obligations:* Notwithstanding (a) above, the Consultant shall remain and be responsible for the performance of its obligations hereunder in accordance with the terms of this Agreement, and nothing contained in (a) above shall in any way be deemed, construed or interpreted so as to derogate from or otherwise diminish the Consultant's obligations to provide the Services hereunder or the City or the City's Project Representative from relying upon the provision of such Services by the Consultant in accordance with this Agreement.

9. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- (a) Subject to subsection (b) directly below, neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.
- (b) The City shall have and retain exclusive ownership in all components and deliverables created under this Agreement and shall own all copyright, patent, and any other intellectual property rights, title and interest in any ideas, designs, concepts, know how, components and deliverables, documentation or techniques, or any other material developed pursuant to this Agreement.
- (c) As used in this section, "pre-existing information" means any Consultant specifications, designs, plans, drawings, software, data prototypes or other technical or business information that existed prior to the performance of the Services or were created independently of this Agreement. Consultant grants to the City a non-exclusive, irrevocable, perpetual, royalty-free license to use any pre-existing Information incorporated into any of the components or Deliverables created under this Agreement, including the use of such components or Deliverables for use by third parties authorized by the City.

- (d) The Consultant shall waive any and all moral rights arising under the Copyright Act or at common law in any designs, concepts, component, documentation or any other material developed pursuant to this Agreement as against the City and anyone claiming rights of such nature from or through the City.
- (e) Deliverables shall be provided to City once completed; title shall pass upon delivery.
- (f) The provisions in this Agreement shall prevail over any conflicting language stated in any Deliverable.

10. GENERAL REPRESENTATIONS AND WARRANTIES

- (a) The Consultant hereby represents and warrants to the City as follows:
 - i. If the Consultant holds itself out as a corporation, then it warrants that it is a corporation duly incorporated, validly subsisting and in good standing and duly authorized and licensed to provide the Services.
 - ii. The Consultant is duly authorized and empowered and has the corporate power and authority to enter into the Agreement and to perform all terms and obligations contained herein and that all necessary corporate proceedings, by-laws and requirements have been effected and complied with in order to enable the Consultant to enter into the Agreement.
 - iii. Neither the execution nor the delivery of the Agreement nor the fulfillment or compliance with any of the terms hereof shall conflict with, or result in the breach of the terms, provisions or conditions of, or constitute default under, the letters patent, articles, constating documents, by-laws as amended of the Consultant or any other Agreement or instrument to which the Consultant is a party thereto or require any consent or action by any administrative or any federal, provincial or municipal government body.
 - iv. There are no actions, claims, demands or other proceedings pending or threatened before any court or administrative agency which could adversely affect the financial condition of the Consultant or the operations and activities thereof, and no outstanding judgment, orders or decrees enforceable against the Consultant whatsoever.
- (b) *No Representations and Warranties by the City:* The City makes no representations, warranties, or assurances whatsoever hereunder, and the Consultant hereby confirms and agrees that the City Indemnified Parties have not at any time prior to, during or after the entering into of this Agreement made, provided or rendered any representations, warranties, assurances or advice to the Consultant whatsoever regarding any matters provided for herein, including without limitation, the legal effect or validity of this Agreement or the authority of the City to enter into this Agreement or to take any actions or perform any obligations required to be performed by the City hereunder.

11. SPECIFIC REPRESENTATIONS AND WARRANTIES

- (a) [not used]
- (b) Consultant represents, warrants, and covenants that Services shall be performed:
- i. With the degree of professionalism, skill, diligence, and integrity that would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances;
 - ii. in accordance with all Standards, Specifications, Contractual requirements and all applicable City policies, guidelines, and codes of conduct;
 - iii. using only personnel and sub-Consultants with the skills, training, expertise, and qualifications necessary to carry out the Services;
 - iv. in compliance with all Applicable Laws;
 - v. in accordance with the requirements set forth for each identified phase (if any) of the Project within the contractual scope of work;
- and,
- vi. to the overall satisfaction of the City's Project Representative.
- (c) IP: Consultant represents, warrants, and covenants that:
- i. it has the unfettered right to enter into the Contract and to supply any goods and/or Services and Deliverables hereunder, and
 - ii. at all times all goods (if any) and Services and use of Deliverables as contemplated herein will not be in violation of or infringe or misappropriate any intellectual property right or any other right of any third party.
- (d) If the warranty in Section (b) is breached, and without prejudice to any other right or remedy available to City, Consultant will, at City's option and Consultant's sole cost and expense re-perform the affected Services, within 10 days after notice by City to Consultant of such warranty breach.

For certainty, the Consultant shall provide without cost or expense to City, without limiting other rights of City under the Agreement, any and all such consulting services as are required to correct or remedy any error, omission, or default in the Consultant's and/or the sub-Consultants' performance of its or their obligations under any term of this Agreement. City, acting reasonably, shall be entitled from time to time to require, at no cost or expense to City, the assistance of the Consultant in order to resolve problems or concerns City may have relating to the Consultant's responsibilities hereunder.

Without in any way limiting the generality of the foregoing, City, acting reasonably, shall be entitled to question the Consultant from time to time in respect of the Consultant or its sub-Consultants' performance of the obligations under this Agreement.

- (e) If any Deliverables are subject to a claim or allegation of violation, infringement, or misappropriation of intellectual property rights or any other right of any third party, Consultant shall, at its sole option, cost, and expense, and without prejudice to any other right or remedy available to City, promptly provide City with a commercially reasonable alternative, including the procurement for City of the right to continue using the Deliverable(s) in question, the replacement of such Deliverable(s) with a non-infringing alternative satisfactory to City, or the modification of such Deliverable(s) (without affecting functionality) to render them non-infringing.

12. ANTI-BRIBERY

Should the Consultant or any of its employees, agents, sub-Consultants or representatives give or offer any gratuity to, or attempt to bribe any member of City Council or any City officer or employee, then the City shall be at liberty to cancel the Contract forthwith or to direct City staff to take the whole or any part of the Contract out of the hands of the Consultant, without prejudice to any other rights and remedies accruing to the City under the Contract or by operation of law.

13. TERMINATION

- (a) The Parties may terminate this Agreement or any portion thereof by mutual written agreement.
- (b) City may terminate the Agreement, in whole or in part, upon giving notice to Consultant where:
 - i. City determines that Consultant has materially breached the Contract, failed to cure any breach within a reasonable time as determined by the City or been in breach of Contract more than three times in any twelve-month period;
 - ii. City unilaterally decides to terminate the Agreement or any portion thereof for convenience, and gives Consultant 20 Working Days notice thereof; or
 - iii. Consultant ceases to carry on business or is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, has a receiver, and/or administrator appointed over Consultant or its assets, or makes or proposes any arrangement for the compromise of its debts, in which case City may make whatever payment, if any, to the Consultant as City shall determine.
- (c) In the event of termination, the Consultant shall be compensated within twenty (20) Working Days of the date that an invoice is rendered for all Services properly performed to termination date, together with reimbursable expenses then due, less any amounts relating to any Losses incurred by the City in relation to such termination. If City terminates for convenience, it shall also reimburse Consultant for any pre-agreed early

termination costs outlined in writing within the Agreement and reasonably incurred by Consultant up to the effective date of termination.

14. NOTICES

Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person, during normal business hours on a Working Day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;
- (b) sent by prepaid first-class mail; or
- (c) sent by any electronic means of sending messages including telex or facsimile transmission which produces a paper record (Electronic Transmission) during normal business hours on a Business Day charges prepaid and confirmed by prepaid first-class mail.

In the case of a notice to the City addressed to:

THE CORPORATION OF THE CITY OF VAUGHAN
2141 Major Mackenzie Drive
Vaughan, Ontario
L6A 1T1
Attention: Director of Procurement Services
Fax No. (905) 832-8522

and in the case of a notice to the Consultant:

addressed to it at the address used on the applicable City issued purchase order, to the attention of the Consultant representative who signed the Proposal or the Consultant's day-to-day contact or key personnel under this Agreement.

Each notice sent in accordance with this section shall be deemed to have been received:

- (a) at the time it was delivered;
- (b) (at the beginning of business on the third (3rd) Working Day after it was mailed, excluding each Working Day during which there existed any general interruption in postal services due to strike, lock-out or other cause; or
- (c) one (1) hour after they were sent on the same day that it was sent by electronic transmission or at the start of business on the first (1st) Working Day thereafter if the day on which it was sent by electronic transmission was not a Working Day.

A Party may change its address for notice by giving notice in writing to the other Party as provided in this section.

15. MISCELLANEOUS(a) *Language:*

The Parties acknowledge and agree that the Contract be prepared in the English language. Les parties reconnaissent avoir exigé que les présentes soient rédigées en langue anglaise.

(b) *Survival:*

Provisions which, by their nature and intent are to survive termination or expiration of the Contract, will survive the earlier termination or expiration of the Contract.

(c) *Agreements in Writing:*

In all cases of misunderstanding and disputes, verbal arrangements will not be considered.

The Consultant must produce written authority in support of its contentions and shall advance no claim in the absence of such written authority, or use (or attempt to use) any conversation with any parties against the City or in prosecuting any claim against the City.

(d) *Eligibility of Consultant:*

The City shall have the right to de-list any Consultant from future bidding for failure by the Consultant to accept a Contract that has been offered by the City pursuant to a City procurement process or for unsatisfactory performance of a Contract that has been awarded and implemented.

(e) *Environmental Responsibility:*

As/if applicable, for the duration of the Contract, the Consultant shall, upon request, provide proof (acceptable to the City), that goods and services being provided under the Contract continue to meet the environmental standard (if any) proffered in its original bid/proposal submission.

(f) *Further Assurances:*

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other party may, in writing, at any time and from time to time reasonably request be done and/or executed in order to give full effect to the provisions of this Agreement

(g) *Binding on Successors:*

This Agreement shall endure to the benefit of and be binding upon the respective Parties hereto and shall bind the successors and assigns of the City and the permitted successors and assigns of the Consultant.

(h) *Force Majeure:*

The dates and times by which a Party is required to render performance under this Agreement shall be postponed automatically to the extent and for the period of time that such a party is bona fide prevented from meeting them by any reason of power failure, governmental laws, regulations or controls, riots, civil commotion, insurrection, sabotage, invasion, rebellion, use of military power, war or war like operations (collectively "Force Majeure"). The Party prevented from rendering performance must notify, in writing, the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof. Such Party must use its reasonable efforts to render performance in a timely manner utilizing to such end, all resources reasonably required under the circumstances including obtaining supplies or services from other sources if same were reasonably available.

(i) *Independent Consultant:*

No Party shall be or be deemed an employee of the other Party for any purpose. Nothing in this Agreement shall constitute a partnership or a joint venture between the Parties. No Party shall have the right to enter into contracts or pledges of credit or incur expenses or liabilities on behalf of the other Party, or act as an agent of the other Party, unless specifically provided for in this Agreement.

(j) *Time of the Essence:*

Time shall be of the essence hereof.

(k) *Constitution of the Consultant:*

If at any time during the Term or any renewal term, if any, there is more than one Person constituting the Consultant hereunder then they shall each be liable jointly and severally for all of the Consultant's obligations hereunder and a default by one shall be deemed a default by all, or if the Consultant is a partnership, joint venture or co-tenancy, each person who is presently a member of the partnership joint venture or co-tenancy and each Person who becomes a member of any successor partnership joint venture or co-tenancy hereafter shall be and continue to be liable jointly and severally for the full and complete performance of and shall be and continue to be subject to the terms, covenants and conditions in this Agreement, whether or not such Person ceases to be a member of such partnership, joint venture or co-tenancy or successor partnership, joint venture or co-tenancy.

(l) *Waiver:*

The failure of the City to insist on the strict performance of any provisions of this Agreement or the failure of the City to exercise any right, option or remedy shall not be construed as a waiver for the future for any such provision, right, option or remedy or as a waiver of any subsequent breach thereof. The waiver by the City of any breach of any term, covenant or condition herein contained is not deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant and/or condition herein contained.

(m) *Amendments:*

No amendment, variation, addition, deletion, supplement, modification, rider or other change to this Agreement shall have any force or effect unless it is in writing and unless it has been executed by all of the Parties hereto.

(n) *Set-Off:*

The Consultant agrees that the City shall be entitled to set-off against any monies, charges, or other amounts due and owing by the City hereunder to the Consultant, any monies, charges, Losses or other amounts due and owing by the Consultant to the City, or as a result of any monies expended by the City to enforce its rights hereunder.

(o) *No Fettering of City Discretion:*

Nothing contained in this Agreement shall be construed or interpreted in any manner to require the City to grant any consent, authorization or approval or so as to fetter the absolute regulatory discretion of the City under any applicable legislation, regulations, policies or procedures with respect to any matters relating to this Agreement including, the application by the City of any planning or engineering standards, requirements and specifications or the design and installation of engineering services or any other related matters.

[signature page to follow]

This Agreement shall be executed by way of digital signature and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date written below.

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

[Consultant's Name]

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind the Contractor

The Corporation of the City of Vaughan

Signature: _____

Name: Asad Chughtai

Title: City's Director of Procurement Services

Date of Signature: _____

I have authority to bind the Corporation

Change Order Form

PREVIEW

END OF DOCUMENT 7

YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

Please find below a preview only of certain schedules (collectively, "Schedules") that will need to be completed online only through the Bidding System by Proponents as part of their Proposal submission.

The Proponent acknowledges that the preview below is provided as a courtesy only (to assist the Proponent 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/addition/deletion by addendum(s) issued by the Owner. Following the issuance of each addendum, such changes may be reflected in the electronic Schedules to be completed but will not be reflected in this document. It is the Proponent's responsibility to review all addendums and ensure that their Proposal is submitted based on the current requirements.

For greater certainty, the Proponent shall submit their 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.

PREVIEW
THIS DOCUMENT IS AN UNMARKED VERSION OF THIS FILE
THIS DOCUMENT MUST BE A REGISTERED PLAN TAKER TO

RFP20-279 - Tourism Marketing Agency Retainer for Tourism Vaughan

Opening Date: October 16, 2020 5:15 PM

Closing Date: November 6, 2020 3:00 PM

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

Schedule of Prices

When inputting your unit price(s), the total field(s) will automatically calculate

Red asterisk (*) within the table denotes a “MANDATORY” line item. This would need to be completed in order to successfully submit your bid.

The first table is a Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk’s within the table denotes a “MANDATORY” line item.

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 unless you are prepared to provide the line item at zero dollars to the Owner.

If a table is “NON-MANDATORY” and you are bidding on it, you must bid on all line items with an asterisk.

If there are multiple tables, you must click the “EDIT PRICING” button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

When all of the required fields have been completed, click “Save My Bid” button.

As each pricing table is filled in, a subtotal will be automatically generated and a green check mark will appear when the table has been completed.

All prices submitted shall be in Canadian funds.

Prices shall exclude Harmonized Sales Tax (“HST”), but shall include all other taxes and duties, as well as any reduction in the Contractor’s operating costs due to rebating of any sales taxes.

All work performed under the Contract will be subject to HST only.

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work, at the unit prices, and/or lump sums, hereinafter stated.

The Bidder also understand and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

Stage 2. Financial Response Evaluation

Item	Criteria	Unit of Measure	Proposed Number of Project Hours *	Hourly Rate	Extended Proposal Fee
i.	Junior Staff (1-3 years experience)	Per Hour			*
ii.	Mid-Level Staff (4-6 years experience)	Per Hour			*
iii.	Senior Staff (7-10 years)	Per Hour			*
iv.	Director/Executive Level Staff (11+ years)	Per Hour			*
v.	Additional Staff Resource (Supplier to Propose)	Per Hour			
vi.	Additional Staff Resource (Supplier to Propose)	Per Hour			
Subtotal:					

Summary Table

Bid Form	Amount
Stage 2. Financial Response Evaluation	
Subtotal Contract Amount:	

Bid Questions

Please provide your registered HST Number.

Please provide your remittance address.

Disclosure

If Bidder agrees with all listed items in the "Disclosure" section below, click on the box "We will not be submitting for Disclosure". A confirm message will appear. Click on the "yes" button to confirm that Bidder does not have any item to disclose.

Otherwise, if Bidder disagrees with one or more of the listed items in "Disclosure" section, Bidder shall complete and provide specific details of disclosure indicate in below section:

We will not be submitting for Disclosure

Description	Response *	Specify details of Disclosure *
<p>The Bidder acknowledges that, except for any matters specifically disclosed by the Bidder in the Bidder's Bid with respect to the following matters (hereafter called the "Disclosure"):</p> <p>(a) The Bidder is not currently the subject of legal proceedings by the City of Vaughan in respect of Vaughan's Property Standards By-law or Zoning By-laws.</p> <p>(b) The Bidder has not been convicted by a court of such a matter set out in (a) above where the contravention remains.</p> <p>(c) The Bidder is not a named party in litigation, judicial or arbitral proceedings against or by the City with respect to any other procurement, contract or business transaction.</p> <p>The Bidder agrees that its Disclosure, if any, shall provide specific details of the Disclosure. The Bidder further agrees that the Owner shall be entitled at its sole discretion to reject this Bid as a result of any Disclosure.</p>	<p>Select A Value ▾</p>	

Privacy & Information

All Bids are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c M.56 ("MFIPPA"). In accordance with MFIPPA, the personal information provided by Bidders in response to this Request for Tender is being collected under the authority of the Municipal Act, 2001, SO 2001, c 25 and will be used exclusively in the selection process.

All Bids submitted shall become the property of the City.

In accordance with the requirements of MFIPPA, Bidders shall identify in their Bid any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Bids shall not be identified as confidential. Should you have any questions in this regard, please contact the City's Access and Privacy Officer in the Office of the City Clerk at 905-832-8585 extension 8987.

If Bidder does not have any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury to declare, click on the box "We will not be submitting for Privacy & Information" button. A confirm message will appear. Click on the "yes" button to confirm that Bidder does not have confidential information to disclose.

Otherwise, Bidder shall complete and provide specific details of confidential information in the section below:

We will not be submitting for Privacy & Information

Question	Response *	If Yes, Please specify *
Does your Bid include any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause you injury?	Select A Value ▾	
If Yes, Please identify the specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause you injury to the right hand field.		

Stage 1 - 1. Qualifications of Firm

Item	Criteria	Points	Response *
a.	Provide a detailed overview of Proponent background and corporate history, including date of incorporation/company started, products and/or services offered (as relates to the deliverables of this RFP); total number of employees, experience in deliverables requested, etc.	5	
b.	Provide minimum three (3) representative projects completed or substantially completed within the last twelve (12) to twenty four (24) months that demonstrates firm's experience in delivering similar projects/deliverables. Include project information such as brief project description, contract value, location and the owner via CSV table Schedule III in the bid. Supporting documentation may be uploaded via Attachment 7. These projects will be used to evaluate the Proponent's ability in delivering this project.	5	

Stage 1 - 2. Qualification of Key Personnel

Item	Criteria	Points	Response *
a.	Detail the qualifications and experience of the Project Manager/Team Lead assigned to this project for the works to be performed under this RFP including their specific roles and responsibilities in relation to the work required. The Project Manager/Team Lead must have more than ten (10) years of experience in managing project of similar nature and scope. Include the resume of the Project Manager/Team Lead in Attachment 1.	10	
b.	Detail project team members qualifications and experience including sub- consultants assigned to this project for the works to be performed under this RFP including roles and responsibilities. Provide resumes of all team members. Include resumes of assigned staff and/or sub-consultants in Attachment 2.	10	
c.	Provide an Organization Chart showing the proposed project team assigned to this project including sub-consultants and any key personal as well as key function of each member. Include supporting documentation in Attachment 3.	5	

Stage 1 - 3. Project Understanding, Approach and Methodology

Item	Criteria	Points	Response *
a.	Provide a detailed understanding of how the Proponent will be delivering the project, meeting objectives and goals described under this RFP.	15	
b.	Provide a detailed breakdown of resource allocation information to support the required various tasks of the project – no pricing to be entered.	10	

REFERENCES

All references stated shall be for the same or similar scope of Work as the one described in the Bid Documents.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the "Owner Name" Row that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

The City reserves the right to contact references to obtain information about Bidder's (and any other named entity's) quality of service, reliability, responsive, correction of defects etc.

Failure to provide references as required may result in inability to submit a Bid online and/or Bid disqualification after submission.

SCHEDULE III - REFERENCES

Information	Project A *	Project B *	Project C *
*Project Name			
*Project Location			
*Project Completion Date			
*Project completed on schedule			
*Initial Consulting Fee			
*Final Consulting Fee			
*Project Description			
*Owner Name			
*Owner Contact			
*Owner Title			
*Owner Address			
*Owner Phone			
*Owner Email			
Note: Project Description must include detailed description of entire scope of work, including construction			

List subcontractors

List of Subcontractors form

- Provide type of Work and subcontractor proposed to be used.
- The Bidder acknowledges that all subcontractors whom it proposes to use to carry out any of the Work, who are non-resident in Ontario or Canada, will be required to obtain a GST/HST Registration Number before they commence any work under the Contract.
- If trades are listed below and a subcontractor is not required, state **OWN FORCES**.
- Bidders shall not show "**Own Forces**" in their list of subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.
- Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of subcontractor names for any Subcontractor Category in their list of proposed subcontractors (such use may result in Bid disqualification). One subcontractor name shall be indicated for each Subcontractor Category.
- No names, either of proposed subcontractors or "**Own Forces**" may be changed after submission of this List of the Subcontractors unless prior written approval is received from the Owner (see Instructions to Bidders for further details).
- The Owner reserves the right to reject a proposed subcontractor for reasonable cause. Upon such rejection, the Bidder shall be required to propose an alternate subcontractor without and other resulting change to the Bid.
- The awarded Bidder may be required to produce a schedule of references for all or any proposed subcontractors.
- The awarded Bidder shall only use those subcontractors approved by the Owner and shall be held fully responsible to the Owner for the acts and omissions of its subcontractors.

By clicking here I confirm that there are no Subcontractor(s) / Subconsultant(s) and the Bidder / Proponent shall perform the project with their "**OWN FORCES**".

Type of Work	Sub-Contractor	Contact Name	Contact Number	Contact e-mail	
					*

Documents

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

- Resumes of Project Manager or Team Lead * (mandatory)
- Resumes of Other Assigned Staff * (mandatory)
- Organizational Chart * (mandatory)
- Resource Allocation * (mandatory)
- Reference Checks * (mandatory)
- Examples of Previous Projects * (mandatory)
- WSIB Clearance Certificate (optional)
- Insurance Certificate (optional)

PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

Declarations & Addenda

PROPONENT DECLARATIONS:

1. The Proponent, by submitting this Proposal offers to enter into a contract with The Corporation of the City of Vaughan (the "City") to perform the Work described in the Proposal Documents, do and fulfill everything indicated in the Contract, and complete the Work strictly in accordance with the Contract Documents within the timelines specified therein at the unit and lump sum prices submitted in the Schedule of Prices.
2. The Proponent acknowledges that if this Proposal is accepted, the Schedule of Prices will be form part of the Contract.
3. The Proponent hereby proposes and offers to enter into a Contract to complete the Project which is set out or called for in the RFP at the lump sum hereinafter stated. The Proposal amount shall include all costs incurred **excluding H.S.T.**
4. The Proponent acknowledges that Proposal amount / prices included all costs incurred excluding Harmonized Sales Tax ("HST").
5. The Proponent confirms that all prices submitted are in Canadian funds.
6. The Proponent confirms that its prices exclude HST, but include all other taxes and duties, as well as any reduction in the Successful Proponent operating costs due to rebating of any sales taxes (where applicable). The Proponent agrees that all work performed under the Contract will be subject to HST only.
7. The Proponent agrees that this Proposal shall remain open for acceptance, and that the prices will remain firm and unchanged, for the irrevocability period specified in the Proposal Documents and the City may at, any time within this period, accept this Proposal regardless of whether any other Proposal has been previously accepted or not.
8. The Proponent acknowledges that if its Proposal is accepted and the Proponent fails to properly execute the Agreement, as outlined in the Notification of Award, or if the Proponent purports to improperly withdraw its Proposal, the City may, at its option, consider that the Proponent has abandoned its Proposal and the acceptance by the City shall be null and void and the City may exercise its rights as outline in the Proposal Documents and for certainty:
 - (a) the Proponent shall immediately pay to the City the difference between the amount of the Proponent's Proposal and any other Proposal that the City accepts if the other Proposal is for a greater amount and any costs that the City incurs by reason of recalling the Proposals; and
 - (b) in addition, the Proponent shall indemnify and hold harmless the City, its Council members, employees, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from, or arising out of, the Selected Proponent's unauthorized withdrawal of its Proposal or failure to execute the Agreement.
9. The Proponent agrees that if this Proposal is accepted, and the Proponent is non-resident in Ontario or Canada, it shall obtain a GST/HST Registration Number prior to commencement of the Work.
10. The Proponent declares that no person, firm or organization, other than the Proponent, has any interest in this Proposal or in the proposed contract for which this Proposal is submitted.
11. The Proponent declares that this Proposal is made without any connection to, comparison of figures against, arrangement with, or knowledge of, any other corporation, firm or person submitting a Proposal and is in all respects fair and without collusion or fraud.
12. The Proponent agrees that no member of City Council, or officer or employee of the City is, will be, or has become, interested directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in the performance of the Contract, or in any portion of the profit thereof, or any supplies to be used therein, or in any of the monies to be derived therefrom.
13. The Proponent acknowledges that any reports made available by the City were compiled for the use of the City and no responsibility will be assumed by the City for the correctness or completeness of the reports.
14. The Proponent agrees to comply with the Occupational Health and Safety Act, RSO 1990, c O.1 and Regulations and all other applicable laws when performing the Work if awarded a Contract.
15. The Proponent declares and confirms that it is not engaged in Unresolved Litigation with the City as of the date of submission of this Proposal, or has declared such in its Proposal.

Disclosures (Legal and Conflicts of Interest)

16. The Proponent acknowledges that, except for any **Matters** specifically disclosed by the Proponent in the Proponent's Proposal with respect to the following **Matters** (hereafter called the "Disclosure"):
 - (a) The Proponent is not currently the subject of legal proceedings by the City of Vaughan in respect of Vaughan's Property Standards By-law or Zoning By-laws.
 - (b) The Proponent has not been convicted by a court of such a matter set out in (a) above where the contravention remains.
 - (c) The Proponent is not a named party in litigation, judicial or arbitral proceedings against or by the City with respect to any other procurement, contract or

business transaction.

The Proponent agrees that its Disclosure, if any, shall provide specific details of the Disclosure. The Proponent further agrees that the Owner shall be entitled at its sole discretion to reject this Proposal as a result of any Disclosure.

If the Proponent is an incorporated company, the Proponent represents to the City that:

(d) the Proponent is a corporation validly subsisting under the laws of the jurisdiction in which it was incorporated and has full corporate power and capacity to submit this Proposal and enter into an Agreement arising from this Proposal; and

(e) all necessary corporate action has been taken by the Proponent to authorize the execution and delivery of this Proposal.

The Proponent agrees to be bound by all terms and conditions contained in the Proposal Documents, and the person named below has the authority to submit this Proposal on behalf of the Proponent and has the authority to bind the Proponent.

17. Privacy and Information

(a) All Proposals are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c M.56 ("MFIPPA").

(b) In accordance with MFIPPA, any personal information provided by Proponents in response to this Request for Proposal is being collected under the authority of the Municipal Act, 2001, SO 2001, c 25 and will be used exclusively in the selection process.

(c) All Proposals submitted shall become the property of the City.

(d) In accordance with the requirements of MFIPPA, Proponents shall identify in their Proposal any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Proposals shall not be identified as confidential.

Should you have any questions in this regard, please contact the City's Access and Privacy Officer in the Office of the City Clerk at 905-832-8585 extension 8987.

18. Acknowledgement of Receipt of Addenda

(a) The Proponent shall acknowledge receipt of addenda by checking the boxes in the "I have reviewed the below addendum and attachments (if applicable)" column below.

(b) Proposal that do not contain evidence of receipt of all addenda will be deemed to be "INCOMPLETE" and will not be accepted in the Bidding system website.

PROPOSAL IRREVOCABLE PERIOD

(a) Unless properly withdrawn, Proposals are irrevocable for a ninety (90) Working Day period, starting on the RFP closing date.

(b) If for any reason a Contract with a Selected Proponent is not executed within ninety (90) Working Days from the Proposal closing time, City may (without notice or liability) award that Contract to another Proponent.

The Bidder agrees to be bound by all terms and conditions contained in the Bid Documents, and the person named below has the authority to submit this Bid on behalf of the Bidder and has the authority to bind the Bidder.

The Bidder / Proponent shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? Yes No

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