REQUEST FOR PROPOSALS

for

PROFESSIONAL AND CONSULTING SERVICES

To Conduct an Organizational and Operational Review of the City of Brockville

DATE OF ISSUE:
December 15, 2011

SUBMISSION DATE
January 30, 2012

CLOSING LOCATION:
Office of the City Manager
City of Brockville
City Hall, 1 King Street West
Brockville, ON K6V 7A5

Attn: Bob Casselman
City Manager
T (613) 342-8772
F (613) 342-8780
E bcasselman@brockville.com

PROPOSAL CONTACT
Barb Robinson
Assistant to City Manager
1 King Street West
Brockville, ON K6V 7A5

T 613-342-8772
F 613-342-8780
Email: brobinson@brockville.com
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SCOPE OF PROJECT

ORGANIZATIONAL AND OPERATIONAL REVIEW OF CITY OF BROCKVILLE

Background

The City of Brockville, population 23,000, is facing the same challenges being addressed by most municipal governments currently, which is rising demand for quality services in the face of slower growth in its tax assessment base. The City's population growth has been slow for years and this is not expected to change. Brockville's taxpayers have little or no appetite for tax increases in order to fund the services that are nonetheless expected. Further, the industrial tax base for the City has been shrinking with the plant closures that have occurred in the last few years. The City is in a fiscal squeeze.

There are two ways to solve this problem: (1) reduce costs; and (2) increase revenues.

To seek to address this ongoing issue, the City conducted an internal service delivery review in 2007 – 2009. It conducted an internal organizational review in January 2010. The results of these reviews are still being implemented.

In October 2010, a new city council was elected and although council recognizes that there is still work to be done to implement the findings of the internal reviews, this council has a new mandate and it perceives the opportunity for change to be in the air.

The City has various initiatives under way. A new tourism and education facility known as the Maritime Discovery Centre of the 1000 Islands is slated to open in 2013, as a result of many years of strategic review, planning and negotiation by various stakeholders. It is expected that this centre will be pivotal to the revitalization of the downtown and the continued orientation of the City towards a tourism focus in terms of future economic growth.

The City is considering a new sustainability plan to tailor with its recently adopted new official plan. It is concerned that Brockville should be an affordable livable city for its residents.

The City is also highly concerned about the loss of manufacturing jobs and is looking for creative approaches to restoring its attractiveness to employers in this sector and in the institutional, commercial and industrial sector generally.

The City is giving serious consideration to the manner in which it could leverage partnerships with other stakeholders in the community, including other levels of government, in order to
enhance the effectiveness of its investment in its resources. Examples: How could the City work best with other local providers of tourism products in order to market the entire ‘campus’ of Brockville’s attractions? How could it work best with its neighbouring municipalities in order to market the availability of serviced industrial land to potential investors in distribution centres or new manufacturing facilities?

The perception is that the City must continue to refocus and reinvent itself in order to be fiscally and economically sustainable for the future.

Therefore, the new council is seeking the input of experts in the field. Building on the internal work that has already been done in the City of Brockville, the question is, what are the best practices being adopted in the face of the winds of change in other municipalities in the Province of Ontario?

**Nature of Consulting Assignment:**

The City of Brockville wishes to engage a consultant with experience in the organization and operations of municipalities to conduct an organizational and operational review of the City of Brockville in broad summary terms and with specific focus on certain departments.

The consultant shall provide a thorough overview of the City’s organization and operations providing recommendations on the overall management structure of the City and a detailed review of the operations of certain agreed-upon departments. The departments may change depending on the comments received from the consultant in the course of or following its overview but presently the requested departments are: the City’s Emergency Services, Economic Development and Finance Departments (herein referred to as the “Departments”) in order to develop recommendations on changes that will improve the efficiency and effectiveness of service delivery by the Departments.

**Project Objectives:**

1. To provide a broad-brush summary of the strengths and weaknesses of the overall organizational structure, operating procedures and systems of the City.

2. To review the current organizational structure of the Departments highlighted above, current procedures and systems, and the resources allocated to the Departments, with regard to the operational requirements and objectives that have been assigned to the Departments.

3. To identify strengths and weaknesses of the organizational structure, operating procedures and systems, and allocated resources, to determine the most cost-effective and strategic way to structure the Departments to meet current and future needs, taking
into account other stakeholder partnerships that exist or could be created within the community.

4. To incorporate in the analysis a comparison of the overall City organizational structure including a more detailed review of the Departments, operating procedures and systems, and allocated resources, for similar departments in other communities comparable to Brockville across Ontario, with emphasis placed on identifying those who are regarded as employing best practices.

5. To recommend practical, achievable and realistic revisions/adjustments to the overall City organizational structure (including the Departments), which may include recommendations concerning reporting relationships, position titles and job functions that would:

   a) clarify roles, responsibilities and authority of management staff;
   b) eliminate duplication and overlap of responsibilities within the City as well as the Departments and between other City departments;
   c) improve the delivery time and quality of services provided by the Departments;
   d) improve communications within and between the Departments and other City departments; and
   e) result in significant cost savings.

6. To recommend practical, achievable and realistic alternative structures and resources through which the City could partner with other local stakeholders to leverage its investments in a strategic manner.

**Project Methodology:**

The consultant shall submit a proposed methodology to achieve the project objectives set out above, which should incorporate the following elements:

1. Inventory all services provided by the City generally (summary form) and the Departments in particular and identify the resources applied to each of these services.

2. Meet with and individually interview key stakeholders, generally including:
   - the Department’s full management team;
   - the City Manager;
• senior management team;
• members of Council wishing to have input;
• front-line employees of the Departments;
• labour union; and
• leadership of community stakeholders, as appropriate

to obtain comments and observations about current operations, and to provide suggestions for improvements. Estimated number of interviews: 40-50.

3. Compile and review pertinent background information including:
• current departmental organization charts and staff count;
• position descriptions and skills/competencies required (as necessary);
• major background reports or studies that would be beneficial, including the most recent internal service delivery reviews and organizational review;
• general industry service norms or standards for delivery of services under the responsibility of the Departments.

4. Analyze background information to identify key patterns and trends, from which a structured questionnaire would be prepared to obtain pertinent information from employees and stakeholders, to include:
• identification of strengths and weaknesses in the present organization set-up (and comparison with previous structures);
• relations with other City departments including documenting extent and nature of interaction;
• services including suggestions/comments for improving quality of services provided, cost-saving initiatives and on-time delivery;
• suggest priority items that would increase the City’s efficiency and/or cost effectiveness.

5. Analyze the results of the consultant’s consultations whether in the form of interviews, questionnaires or both to identify:
• significant patterns and trends in perceptions regarding the current level of services provided, organization structure, reporting relationships, and position functions;
• any duplication/overlap of effort within the City as well as within the Departments and with other City departments; and provide recommendations on how to deliver services in a more efficient and cost effective manner.

6. Collect benchmarking data respecting the Departments in comparable communities, identify key trends and patterns in service delivery, and identify improvements that can be applied to the Departments.

**Deliverables:**

1. The consultant shall recommend a proposed organizational structure based on findings City wide and, in particular, for the Departments and present clear recommendations on changes that will improve the effectiveness and efficiency of operations.

2. The consultant shall prepare a draft final report and review project findings and proposed recommendations (including detailed implementation and/or phasing plans) with the City Manager and the rest of the Project Team, prior to finalizing the report.

3. The consultant shall present a written final report summarizing the results of the organizational and operational review incorporating findings, conclusions, and recommendations and deliver 12 copies to the City by June 30, 2012. In addition, the consultant shall provide all presentations, materials and final report in an electronic form acceptable to the City (for example pdf).

4. If required, the consultant shall appear before Council to present the final report.

5. The consultant shall provide assistance to the City Manager and the Project Team in:

   a) planning and communicating the project to City staff throughout the duration of project, and
   b) presenting and communicating the final report and implementation plan to City staff.

**Current Organizational Structure:**

A copy of the current organizational chart for the City of Brockville is attached as Schedule “A” for reference.
Internal Service Delivery Review:


Proposal:

The City requires prospective consultants to submit three (3) copies of a proposal in hard copy and one (1) electronic copy (pdf format) to conduct the organizational and operational review as set out herein. The proposal shall include:

- an overview of the proposed methodology
- names of the key personnel to be assigned with resumes outlining qualifications and experience
- relevant experience of key personnel and the firm in conducting organizational and operational reviews of the nature set out herein
- names and contact information for a minimum of three (3) references who can attest to the consultant’s performance on similar assignments
- project schedule with relevant milestone dates identified
- project costing which shall include an upset limit (fees and disbursements) including the hourly rates for the assigned staff.

START DATE: March 1, 2012
COMPLETION DATE: June 30, 2012
THE CORPORATION OF THE CITY OF BROCKVILLE

Professional and Consulting Services to Conduct an Organizational and Operational Review of the City of Brockville

REQUEST FOR PROPOSAL

Maximum Total cost: $__________________
Harmonized Sales Tax: $__________________
MAXIMUM TOTAL AMOUNT: $__________________

Any hourly rates are to be attached as a schedule.
All principals, contractors and employees providing services to be identified in the Schedule.

Submitted to: The Corporation of the City of Brockville.

NAME OF COMPANY: ____________________________________________
ADDRESS: __________________________________________________________________
CITY: ________________PROVINCE: ____________POSTAL CODE_____

NAME OF SIGNING OFFICER: ____________________________________________
TITLE: __________________________________________________________________

AUTHORIZED SIGNATURE: _______________________________________________

TELEPHONE: ____________________ FAX: ____________________
H.S.T. Registration No.: ____________________________________________

Person signing must be authorized to sign on behalf of the company/individual represented, and to bind the company/individual to statements made in response to this contract.
THE CORPORATION OF THE CITY OF BROCKVILLE

Professional and Consulting Services to Conduct an Organizational and Operational Review of the City of Brockville

FORM OF PROPOSAL

TOTAL AMOUNT: $_______________

Harmonized Sales Tax shall be extra.

NAME OF COMPANY: ____________________________

ADDRESS: ______________________________________

CITY: _________________ PROVINCE: _______ POSTAL CODE: _______

NAME OF SIGNING OFFICER: ____________________________

TITLE: ___________________________________________

AUTHORIZED SIGNATURE: _____________________________

TELEPHONE: ___________________ FAX: _______________________

H.S.T. Registration No.: _______________________________________

ACCEPTANCE AGREEMENT

ACCEPTED ON BEHALF OF THE CORPORATION OF THE CITY OF BROCKVILLE, THIS _____

DAY OF _____________________, 2012.

_________________________________  _________________________

MAYOR                        CITY CLERK
THE CORPORATION OF THE CITY OF BROCKVILLE

Professional and Consulting Services to Conduct an Organizational and Operational Review of the City of Brockville

FORM OF PROPOSAL

THE LOWEST OR ANY PROPOSAL OR ANY PART OF ANY PROPOSAL NOT NECESSARILY ACCEPTED.

The completion date for this project is June 30, 2012
INFORMATION AND INSTRUCTIONS

1. **PURPOSE:**

   This Request for Proposal states the instruction for submitting proposals and the procedure by which the Vendor will be selected.

2. **DEFINITIONS:**

   Hereinafter, each company receiving this Request for Proposals is referred to as a “Vendor” and/or “Proponent” and/or “Company”, a Vendor’s proposal in response to this Request for Proposals is referred to as a “Proposal” and the City of Brockville shall hereinafter be referred to as the “City.”

3. **ISSUING OFFICE:**

   Office of the City Manager
   City of Brockville
   City Hall, 1 King Street West
   Brockville, ON, K6V 7A5
   Attention: Bob Casselman, City Manager
   Telephone: (613) 342-8772
   Fax: (613) 342-8780
   Email: bcasselman@brockville.com

4. **CLOSING DATE AND TIME:**

   Proposals, signed by the Vendor’s authorized representative and enclosed in the envelope provided for the purpose, must be received by the Issuing Office, **not later than January 30, 2012 (the “Closing Date”) @ 1:00 p.m., local time (“Closing Time”). The time shown on the clock in the Office of the City Manager, designated as the official clock, will be the definitive time when determining the time of submission of any Proposal.

   The City of Brockville will not accept submission of any Proposals after the Closing Time on the Closing Date.

5. **PROPOSAL SUBMISSION:**

   There shall be one (1) proposal package marked original and three (3) proposal packages marked complete copy (including a digital copy if required). Proposal packages shall be delivered in a sealed envelope, with the proponent’s company name, Proposal Number clearly stated on the label provided with this document. **Faxed or electronic replies will not be accepted.**

   Vendors may not make modifications to their Proposals after the closing date and time except as may be allowed by the City.

   The City may reproduce any of the Vendor’s Proposals and supporting documents for internal use.

   The City will not be obligated in any way by the Vendor’s Proposal. The City will not return any of the Vendor’s Proposals or supporting documents to the Vendor.
INFORMATION AND INSTRUCTIONS (Contd.)

6. **PROPOSAL COSTS:**

The Vendor has the sole responsibility for any costs associated with preparing its Proposal in response to this Request for Proposals. In no event will the City be responsible for the costs of preparation or submission of any Proposal.

7. **IRREVOCABLE OFFER:**

Proposals submitted to the City shall constitute a valid and irrevocable offer which is open for acceptance by the City from and after submission until the expiration of the 90th day following the Closing Date specified in Item 4, Closing Date and Time.

The RFP does not create a tender process. This RFP is not an invitation for an offer to contract and is not an offer to contract made by the City. By this RFP, the City reserves to itself the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Proponent and negotiate with all or any of the Proponents and sign an agreement with the preferred Proponent or not sign an agreement at all.

Without limiting the generality of the foregoing, the City reserves the right to a) reject any Proposal whether or not complete and whether or not it contains all the required information; b) require clarification of the Proposal; c) request additional information on any Proposal; d) reject any and all Proposals without any obligation of compensation or reimbursement to the Proponents; e) re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature; f) negotiate with any one or more of the Proponents with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal; g) the City may, in its sole and absolute discretion, independently verify any information in any submission.

The City reserves the right to debrief both the successful and unsuccessful Proponents after the announcement of the selected Proponent.

Where ever the words “will”, “shall” or “must” are used in this RFP, the City will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the City at this time. Therefore, the City must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the City.

The lowest priced or any proposal will not necessarily be accepted.

8. **INQUIRIES AND CHANGES:**

Any inquiries regarding the Proposal should be directed to Barb Robinson, Assistant to CAO, Email: brobinson@brockville.com

It is the responsibility of each Vendor to inquire about and clarify any requirements of this Request for Proposals, which are not understood.

Vendors must obtain their own information on all matters and things that may in any way influence
them in making their Proposals and fixing prices.

Vendors must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

If a Vendor discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, it must notify the City's City Manager, who may, if necessary, send written addenda to all Proponents.

The City may, at any time, make and stipulate changes to this Request for Proposals.

The City may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The City shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

9. CLARIFICATION OF PROPOSALS/VERIFICATION OF INFORMATION

The City, without liability, cost or penalty, may, in its sole discretion at any time after Proposal submissions, seek clarification from any Proponent, either in writing or during any meetings or presentations with respect to its Proposal. Without limiting the generality of the foregoing, the City may, in its sole discretion, request a Proponent to confirm in writing any statement made by the Proponent during any presentation or demonstration, in which case the Proponent will promptly provide such written confirmation to the City within the time specified by the City. Any written information received by the City from a Proponent in response to a request for clarification from the City shall be considered an integral part of the Proponent’s Proposal. Without prejudice to its right, the City may request clarification if any Proponent’s intent is unclear or the Proposal is unclear or the City may waive or request amendments where in the opinion of the City there is an irregularity or an omission in the information submitted in the Proposal.

The City may verify any Proponent’s statement or claim by whatever means the City deems appropriate, including contacting references other than those offered by the Proponent. The City may reject any Proponent’s statement or claim if, in the judgment of the City, the statement or claim is unwarranted or not credible. The Proponent shall cooperate with the City in its attempt to verify any such statement or claim.

10. SELECTION PROCESS:

Because the City bases any decision to award a contract on the Proposals submitted, Vendors should include all requirements, terms and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.

The City reserves the right, at its sole discretion, to negotiate with any Vendor as it sees fit, or with another Vendor or Vendors concurrently. In no event will the City be required to offer any modified terms to any other Vendor. The City shall incur no liability to any other Vendor as a result of such negotiations or modifications.

The City shall have the right to negotiate with each and every Proponent the terms and conditions of their Proposal, the details of the contract and the inclusion or exclusion of all or any portion of the
Work called for under the proposed services in this RFP. Negotiations may take the form of adding, deleting or modifying requirements to obtain the best possible price. There is no obligation to negotiate with only one Proponent to the exclusion of the other Proponents.

11. BASIS OF SELECTION:

The following may be considered in selection:

a. The City will not necessarily accept the lowest price or any Proposal. Any implication that the lowest or any Proposal will be accepted is hereby expressly negated.

b. Any features or advantages, which are unique to the Vendor's Proposal, which the City has not listed in the requirements.

c. The Vendor's financial Proposal.

d. The Vendor’s relevant experience, qualifications and success in providing Work of the type described in the requirements.

e. The quality of the Proposal, specifically: Proposals shall be prepared in a straight forward manner, and shall describe the Vendor's offering(s) and capabilities in a format that is reasonably consistent, comprehensible, and appropriate for the purpose.

f. The contractual terms proposed by the Vendor, which would govern any contractual relationships with the City.

g. The Vendor's references (if requested) from institutions which are comparable to the City.

12. EVALUATION OF PROPOSALS

The evaluation of the Proposals will be conducted by the City’s Project Team and shall involve an evaluation of all of the Proposals by the Proponents. These may include the relative experience, qualifications and success in providing similar work of the Vendor, the quality of the Proposal, both from a technical and financial aspect, any special contractual terms in the Proposal, the references of the Vendor and the Vendor's understanding of the RFP process and the proposed Project implementation and time frame will become a proposed work plan, technical expertise and the financial proposal, including any cost components.

The Proposal shall be evaluated and scored by reference to the assessment criteria and the weight set out below.

The City reserves the right to review any and all requirements of the RFP and all information contained in the submitted Proposals as part of its selection criteria in addition to or as part of the weighting set out below.

In evaluating any of the categories, the score to be ascribed to the category or weighting to be ascribed to the category shall be determined by the City Project Team in its sole discretion given that these are often subjective matters, that there is no requirement on the part of the City to use any formulas or mathematical approach and that the City’s opinion and assessment of each Proposal is to be determined by the City in its sole and absolute discretion.
Following the evaluation, the City reserves the right to accept or reject any and all Proposals or accept the Proposal which it deems the most advantageous to it notwithstanding the scoring of each of the Proposals and has the right to reject any or all Proposals, including specifically any Proposal whose weighting in any one particular category may be unacceptable even though it is weighting in other categories is superior to other Proposals, which could include a Proposal whose financial or cost component is significantly in excess of the obligations the City is prepared to undertake and the City reserves the right to disqualify any Proposal which scores poorly in any category, as determined by the City in its sole discretion.

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<td>Overall submission, quality and completeness</td>
<td>10%</td>
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<tr>
<td>Relevant firm experience and references</td>
<td>10%</td>
</tr>
<tr>
<td>Project approach, deliverables and schedule</td>
<td>30%</td>
</tr>
<tr>
<td>Cost</td>
<td>35%</td>
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<tr>
<td>Assigned staff experience</td>
<td>15%</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100%</strong></td>
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The proposals shall be evaluated by the City’s Project Team using the above rating scheme and shall be ranked, with the best scoring proposal being ranked 1st, the second best scoring proposal being ranked 2nd, and so on. The City will only disclose the overall rankings and individual scores will not be released.

13. **INDEMNIFICATION**

The successful Proponent agrees to indemnify and hold harmless the City and its member municipalities, their respective Directors, Officers, Employees and Agents from and against all suits, judgements, claims, demands, expenses, actions, causes of action and losses (including, without limitation reasonable legal expenses and any claim for lien made pursuant to the Construction Lien Act), and for any and all liability for damages to property and injury to persons (including death), and for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit as a result of or arising out of or in relation to the performance by the Vendor under or any breach of the terms of the Agreement by the Vendor or arising from or relating to the RFP including the Vendor’s own default, negligence or misconduct, or those of its employees, servants, agents and contractors.

The Contractor will also provide as part of the Agreement an indemnity and any waivers of claim to the City similar to that provided by the City to its funding entities.

14. **RFP OVERRIDES STANDARD TERMS AND CONDITIONS**

The terms of this RFP and the Agreement reached pursuant to this RFP with the Proponent supersede the contents of any and all standard terms and conditions contained in the documentation from the Proponent, including those contained in or on the reverse of purchase orders, order verifications, sales receipts or other standard documentation supplied by either the Proponent or any equipment suppliers to the Proponent.
15. **PROONENT'S STATEMENT OF UNDERSTANDING**

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

There is no representation, express or implied, made as to the accuracy or completeness of any information supplied by the City or any others to any of the Proponents, including whether the information is suitable for the purposes of any Proponent and the City expressly disclaims any and all liability for any errors or omissions in such information or which may be contained in any oral or written communication transmitted or made available to any Proponent and all risk with respect to unknown, undisclosed conditions shall rest with and remain with the Proponents.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

16. **PROOF OF ABILITY/PRIOR EXPERIENCE**

The Proponent may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date. The City shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the City or any of its member municipalities or related or affiliated organizations have had with any Proponent, whether favourable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Proponents may have, or any of them, with such entities.

17. **PRICING REQUIREMENT**

Prices shall be in Canadian Funds, for the Work, delivered and installed.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work except for Harmonized Sales Tax, as applicable, which shall be shown as extra, unless otherwise specified. If the Proponent intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

The upset price limit for this contract is $75,000. Harmonized sales tax extra.

This is intended to be a fixed price contract with no extras unless specifically provided for otherwise in this RFP. All work required or desired under the terms of this RFP is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs and taxes, cost of labour, unavailability of labour or materials, increases in cost of materials other than the changes in HST.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.
18. **PRINCIPAL/REPLACEMENT**

The Proponent acknowledges that any principals and/or key personnel, workers, consultants or contractors identified in the Schedule for whom an hourly rate has been provided, may not be replaced during the term of this contract without the prior written consent of the City.

19. **EXTRAS**

The contract is contemplated of being inclusive of all Work, including due to any unforeseen or unknown conditions in the price quoted. To the extent, however, that any extras are authorized by the City, in addition to this contract, then the price which is extra, shall be agreed upon between the Proponent and the City in advance and if not, if so ordered by the City, shall be performed at the hourly rates set out in the Schedule attached hereto. The Proponent shall not proceed with any Work unless an agreement has been reached on the price of such extra work and/or the method of determining the cost and price of such extra Work.

20. **PURCHASING BY-LAW**

The terms and conditions applicable to the obligations of the Proponents and any requirements of any Proponent contained in the City of Brockville Purchasing By-law are deemed to be incorporated herein.

21. **PERMITS AND APPROVALS**

The Proponent shall be responsible for obtaining all necessary permits, approvals and other authorizations required by any governmental, regulatory or other body having jurisdiction, including the payment of all fees in connection therewith.

22. **TERMS OF PAYMENT**

Unless progress payments or alternative payment terms are specifically agreed to under the terms of the RFP and any Proposal, as accepted by the City, the contract price shall be invoiced after delivery and acceptance and testing of the services and/or deliverables and payable thirty (30) days from the later of such date and the date of receipt of invoice. Any alternative payment terms, including the cost thereof, to the City and its financing parties, will be considered as an element of valuation in the financial evaluation of any proposals.

As funding is provided primarily from the federal and provincial governments under contracts with the entities administering federal/provincial infrastructure projects, including Industry Canada, any funding and payments thereunder will be subject to the requirements of such program and contracts with the City.

The City shall have the right to withhold from any sum otherwise payable to the Vendor such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of the same.

All hourly rates set out for individuals or persons or by position in the Schedule attached (if applicable) to this RFP and the response to this RFP shall be firm and binding for the term of this contract.
23. **TERM**

The term of this RFP shall start on the start date and be fully completed and all Work completed hereunder by the completion date listed in this RFP.

24. **DELIVERY**

Time shall be material and of the essence of the contract.

The Vendor shall be responsible for completing the contract by the completion date set out in this RFP, or if not, as set out in the Agreement and agreed to as provided in the Proposal. In no event shall the contract period of time extend beyond the completion date set out in this RFP.

25. **PATENTS AND COPYRIGHTS**

The Vendor shall at its expense, defend all claims, actions or proceedings against the City based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the City all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client (substantial indemnity) basis occasioned to the City by reason thereof.

The Vendor shall pay all royalties and patent license fees required for the work. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Vendor shall forthwith either secure for the City the right to continue using the work, or shall at the Vendor's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

The Vendor shall be responsible for obtaining all patent, copyright or other intellectual proprietary rights required or desired in connection with the completion of the Work and the operation of the Work and/or facilities after the completion of the Work at its sole cost and expense and as part of the Work. The Vendor warrants and represents that all necessary patent, copyright, trademark or other intellectual property rights are included in the Work and that the company has the right and authority to transfer them or license to the City as part of the Work, which license shall be in perpetuity, transferable and without restriction or payment.

The City will be the Owner of the copyright in and all intellectual property rights in the Work to be delivered by the Vendor pursuant to the terms of this RFP.

26. **ASSIGNMENT**

The Vendor shall not assign the contract or any portion thereof without the prior written consent of the City.
27. OCCUPATIONAL HEALTH AND SAFETY

EMPLOYER OBLIGATIONS

By entering into this Agreement, the Consultant acknowledges its responsibility to meet all of the employer obligations under the Occupational Health and Safety Act (OHS Act) and shall ensure that all work is carried out in accordance with the OHS Act and all applicable regulations. This includes, but is not limited to, the duties to: provide a safe workplace; provide information and educate workers on workplace hazards; appoint a competent supervisor; prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and take every reasonable precaution to protect the safety of workers.

COMPETENT SUPERVISORS

The Consultant shall ensure an adequate number of supervisors are provided and they all satisfy the definition of “competent” as prescribed in the OHS Act.

OHS REPORTS/NOTIFICATIONS

In the event of (i) an accident causing death, (ii) critical injury (as prescribed by O. Reg. 834, R.R.O. 1990, as amended), or (iii) disabling injury to the Consultant's employee, the Consultant shall notify the City immediately and forward a report within five (5) days of such event.

NOTIFICATION OF MOL ORDERS/CHARGES

The Consultant shall immediately notify the City of any MOL orders or charges issued to the Consultant. Copies of all MOL orders or charges shall be provided immediately to the City.

WORKPLACE SAFETY INSURANCE

The Consultant is responsible for all costs associated with workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company. Upon award of the assignment and as requested by the City during the term of the contract, the Consultant shall furnish evidence of coverage for themselves, their employees, subcontractors and subcontractor's employees under the Workplace Safety and Insurance Act or insurance policy. The City may withhold payment of such sums of money sufficient to cover any default of the Consultant to the WSIB or insurance company for premiums or assessments and any costs arising from an accident for income replacement, medical aid or rehabilitation.

GENERAL DUTY CLAUSE

The Consultant shall take all reasonable precautions to meet the requirements for the protection of workers set out in the OHS Act and the regulations made under it.

OHS PLAN REQUIREMENTS

The Consultant shall be required to have in place a health and safety policy and to implement a comprehensive health and safety program to support the policy. The successful consultant will be required to develop an OHS Plan for this assignment, which must address:
• A valid corporate health and safety policy as prescribed in the OHS Act (Please note: The OHS Act requirement to have an OHS Policy does not apply to employers with 5 or fewer employees.)

• The Consultant’s provisions for ensuring that an adequate number of supervisors are provided and that they all satisfy the definition of “competent” as prescribed in the OHS Act.

• The Consultant shall identify the hazards inherent to the work and describe how these hazards will be managed.

• The information and/or instructions that are to be provided to employees to ensure that all employees are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.

• The Consultant shall describe their procedures for responding to violations identified by the City or the Ministry of Labour under the OHS Act and for fulfilling the notification requirements specified in the contract (e.g. critical injuries, fatalities and MOL Orders).

• The Consultant’s standards for traffic control for work operations and emergencies to ensure public and employee safety.

STOP WORK PROVISIONS

The City may stop the work of the Consultant if a contravention of the OHS Act or its regulations is identified and there is an immediate danger to the safety of a worker. This direction will stand (at no additional cost to the City), until the Consultant addresses the contravention and reports back to the City.

If it appears that the Consultant or its employees are violating the OHS Act or its regulations, not following safe work practices, or not performing their proper functions the City shall advise the Consultant immediately, in writing, of the contract requirements and the City’s expectations. The Consultant shall then investigate and correct such default.

SUBCONTRACTORS / SUB CONSULTANTS

The Consultant shall ensure that all subcontractors (hired by the Consultant) work in accordance with the OHS Act and its regulations. At a minimum, the Consultant shall include in any of its agreements with subcontractors, the ability to terminate such subcontractors for non-compliance with the OHS Act or its regulations, with the rules and policies of the Consultant or for failing to protect the safety of its workers.

STATUTORY DECLARATION

The Consultant must be in a position to sign the Occupational Health and Safety Statutory Declaration Form prior to commencement of the work. This form certifies that the signatory fully understands and intends to fulfill its obligation as “employer” as prescribed in the OHS Act and its regulations.

28. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach or fault or negligence of either party under the terms of this RFP or any agreement arising therefrom.
Each Proponent, by submitting a Proposal, agrees that:

a) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the City or its member municipalities, employees, officers, directors or representatives will be liable under any circumstances for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter;

b) The Proponent hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or the Proponent is not successful in the selection process for any reason whatsoever; and

c) The Proponent acknowledges that in evaluating the Proposals, the City and its advisors are seeking a Proposal satisfactory to the City and under no obligation to the Proponent to do anything other than bona fide consider all Proposals.

In the event that the City shall be in default under this RFP or the Agreement, or shall be negligent in the performance of its duties under this RFP or the Agreement, or shall be in default of any legal, contractual or statutory obligation to the Proponents, then in no event shall there be any liability to the City, its member municipalities, employees, officers, directors, advisors or representatives in excess of the actual out-of-pocket costs incurred by the Proponent in preparing the Proposal of such Proponent and no claim shall be made if not made within six (6) months after the date of receipt of all of the Proposals and opening of the Proposals.

29. FUNDING CONDITION

Award of this contract is subject to appropriate funding acceptable to the City being available and received by the City.

30. NOTICES/ACCEPTANCE

The placing in the mail to the address given in his/her submission or delivery of a notice of award to a Proponent shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Proponent providing all documentation, insurance, bonding, security and certifications as required by the RFP within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The Proponent shall forthwith, within ten (10) working days of receipt thereof, execute the Agreement in the form prepared by the City and incorporating the terms and conditions of this RFP and such other terms and conditions as the City shall reasonably require.

31. CONTRACT CANCELLATION

The City shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof without cause or fault. In the event of such cancellation, the City shall pay to the Company the cost and expenses by the Company in performing that portion of the work completed up until the date of cancellation.

The City may:
a. If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the City may, without notice; terminate the contract.

b. If the Company; fails to comply with any request, instruction or order of the City; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the City's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the City may, upon expiration of ten days from the date of written notice to the company, terminate the contract.

c. Any termination of the contract by the City, as aforesaid, shall be without prejudice to any other rights or remedies the City may have.

d. If the City terminates the contract, it is entitled to:

i) Take possession of all of the work in progress and finish the work by whatever means the City may deem appropriate under the circumstances;

ii) Withhold any further payments to the Company until its liability to the City is ascertained;

iii) Recover from the Company loss, damage and expense incurred by the City by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the company to the City).

The City shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

32. AVAILABILITY OF LABOUR AND ESCALATION

The Vendor shall fully inform himself regarding availability of labour in the area relative the requirements of the schedule. The Vendor shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid. All risks with respect thereto shall be the Proponents.

33. CORRECTION OF DEFECTS

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of any equipment and/or services forming part of the Work, or the Work itself, any part of the equipment, services or Work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Vendor, upon request, shall make good every such defect, deficiency or failure without cost to the City. The Vendor shall pay all transportation costs for parts and/or equipment both ways between the Vendor's factory or repair depot and the point of use.
34. **TAX ISSUES**

The Proponent is solely responsible for obtaining and relying on tax advice from its own advisors and experts, including obtaining any advance interpretations and rulings from CRA relative to this RFP and the Agreement which it feels are appropriate (including in relation to the supplying of funds, any financial structure and any tax consequences).

35. **LOBBYING**

In order to ensure fairness to all Proponents, the City must endeavour to prevent unfair advantage created by lobbying. Therefore, the City reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying in connection with a competitive bidding process between a date that is no later than the date of issue of the RFP and the date of signing of a contract between the City and the Successful Proponent(s). The City may disqualify a Proponent at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the City, in its sole discretion, determines has or may give an unfair advantage to one Proponent relative to other Proponents. Without limiting the foregoing, lobbying may include:

a. Verbal or written communication with or to any City staff other than those identified as contacts in this RFP.

b. Verbal or written communication with or to any City Council member or the members of Council of its member municipalities in respect of this RFP.

c. Verbal or written communication with or to the Member of Parliament, Members of Provincial Parliament or any related government ministries in respect of this RFP.

d. Verbal or written communication with or to any staff of the Premier’s Office, Cabinet Office or any other member of Cabinet or equivalent federal counterpart in respect of this RFP.

e. Verbal or written communication with or to any expert or other advisor assisting the Evaluation and Selection Committee except where authorized by such Councillor.

f. Verbal or written communication with or to any member of the RFP Evaluation and Selection Committee other than those identified as contacts in this RFP.

g. Direct or indirect requests by the Bidder to any person, organization or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the Evaluation and Selection Team or Council.

h. Verbal or written communication with or to media organizations.

i. Direct or indirect offers of gifts of any kind or value to any City representative or personnel.

36. **ENVIRONMENTAL**

The Proponent shall be responsible in respect of all environmental matters including compliance with any and all environmental laws, rules, regulations, statutes, and orders of any governmental or regulatory body or authority having jurisdiction in connection with this RFP, the Agreement and the construction and delivery of the Work and the operation of any fibre optic network or other facilities after its construction, including any environmental liabilities, any clean-up obligations, any fines, penalties or interest resulting from any condition of the Work, properties or the facilities, whether pre-existing, known or unknown, disclosed or undisclosed or which occur after the date of the Agreement.
CONFLICT OF INTEREST

NO USE OR INCLUSION OF RESTRICTED PARTIES

a) Restricted Parties are not eligible to advise any Proponent in the RFP selection process and must not participate as an employer, advisor, consultant, investor, member or any other capacity whatsoever with any Proponent. The City may, in its sole and absolute discretion, disqualify a Proponent who uses any matter including in its Proposal or preparation thereof a Restricted Party. The onus is on the Proponent to ensure it does not use or include any Restricted Party.

b) Restricted Parties include any person who would be defined to be in conflict of interest under the provisions of the Municipal Act and any parties, because of their direct, recent or current involvement in the selection process or with any of the parties to the selection process, including the RFP evaluation team, the City, its officers and directors and Council members or any members of Council of any of the member municipalities of the City. This is not an exhaustive list of Restricted Parties. Additional parties may be added to the list at any time in the selection process.

c) Neither The City nor any of its employees, advisors, directors, officers and representatives are liable to any Proponent for any claims, whether for the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity, revenue or economic benefit or any other loss whatsoever, arising from any use or reliance on this list or use or inclusion of Restricted Parties in any submission as part of the selection process.

d) Proposals may be disqualified at the sole and absolute discretion of the City if: a) the Restricted Party is acting as an advisor or member of the Proponent’s team; b) the Proponent makes contact with any person who the Proponent is prohibited by the RFP from contacting; c) they include a false or misleading statement, claim, warranty or representation.

38. CONTRACT PROVISIONS BY REFERENCE

The City's acceptance of the Proponent's Proposal by issuance of a Purchase Order shall create a contract between the City and such Vendor containing all specifications, terms and conditions in the Proposal except as amended in the Purchase Order. Any exceptions taken by the Vendor which are not included in the Purchase Order will not form part of the contract.

The City also reserves the right to prepare a contract either in the standard form used in the industry or in the standard form used by the City setting out the terms and conditions of this RFP and the Proposal as accepted by the City any other terms and conditions which would be contained in the City’s standard form of contract relating to this type of Work.

INFORMATION AND INSTRUCTIONS

39. ADDENDA:

The City may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The City shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.
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a) If a Vendor discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, it must notify the City's Purchasing Supervisor, who may, if necessary, send written addenda to all Vendors.

b) The deadline for questions/answers relating to this RFP is January 15, 2012.

c) When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the Purchasing Supervisor will issue an addendum.

d) A copy of each addendum shall be forwarded by fax and/or mail, by the Purchasing Supervisor or her designate, to all vendors registered on the distribution list.

e) Addendum sent by fax is accompanied by a “Verification of Receipt” document to be returned promptly by fax to the Purchasing Supervisor. This is for the Vendors’ protection.

f) All Vendors must acknowledge addendum by attaching a signed copy of this addendum to their respective bid documents. Failure to do so may result in rejection of the bid.

g) The City may, at any time, make and stipulate changes to this Request for Proposals.

h) The City may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The City shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

i) If the addendum is prepared too late to allow notification by mail prior to the Closing Time, in addition to faxing the addendum, each prospective Vendor shall be contacted by the Purchasing Supervisor or her designate, to advise of the addendum and the closing date may be extended. In all cases, when an addendum is issued, it is desirable to give prior notice of the mailing to the prospective Vendors.

j) Any Addenda, if required, will only be issued to those Vendors who have pre-registered as a bid taker.

**VENDOR’S RESPONSIBILITIES:**

40. **INSURANCE:**

The successful Vendor shall in effect and maintain for the period of the Project at is own expense with insurers acceptable to the City all necessary insurance considered appropriate for a prudent contractor undertaking a project similar to this Project including such of the following types of insurance as the City may elect:

a) Commercial General Liability Insurance in the joint names of the Vendor and the City with limits of not less than Five Million ($5,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof, with a property damage deductible of no more than Five Thousand ($5,000.00) Dollars, including not less than Five Million ($5,000,000.00) Dollars for products and completed operations coverage in the aggregate;
b) Errors and Omissions Insurance for Professional Liability in respect of the services to be performed hereunder in an amount of not less than One Million ($1,000,000.00) Dollars inclusive per occurrence provided the amount of such insurance shall increase to be not less than Two Million ($2,000,000.00) inclusive per occurrence in the event that the total price or total estimated price under the terms of the contract resulting from this RFP is over Fifty Thousand ($50,000.00) Dollars.;

c) The policy shall provide that in the event of loss or damage, payment shall be made to the City and the Vendor jointly or as their respective interest may appear;

d) The Vendor will be responsible for deductible amounts under the policies; and

e) The Vendor shall deliver all other insurance as reasonably required by the City.

Certificate of Insurance

Before beginning the project, the successful Proponent shall provide to the City a valid Certificate of Insurance, and any replacements thereof that references the project and confirms the coverages identified in Section 6 naming the City as additional insurers. The successful Proponent shall provide the City with a copy of the Policy if requested by the City and any renewal or replacement Certificates as may be necessary.

41. WORKPLACE SAFETY AND INSURANCE BOARD:

a. The Vendor warrants and represents that it shall comply with all relevant Workplace Safety and Insurance Board requirements. The successful Vendor is required to protect its employees with Workplace Safety & Insurance Board coverage and a valid Certificate of Clearance indicating the project involved must accompany their invoice for payment. The Vendor must comply with the City of Brockville’s Health and Safety Policy. Appendix 1 of that form must accompany the completed Request for Proposal Form.

b. The Vendor will file a “Certificate of Clearance” from the WSIB prior to commencing the Contract. Clearance certificates should be renewed every ninety (90) days during the term of the Contract.

42. MUNICIPAL FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT:

Release of information contained within a respondent’s document will be subject to the Municipal Freedom of Information & Protection of Privacy Act. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Respondents must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.

Requests for information other than standard public information (i.e., names of those submitting tender, total amount of bid not individual line costs) must be dated and submitted in writing to the Purchasing Supervisor, after which time the municipality has thirty days to respond.

In conducting discussions with Vendors there shall be no disclosure of any information derived from proposals submitted by competing Proponents.

43. COMPLIANCE WITH LAWS:

Vendors are assumed to have made themselves familiar with, and will abide by the Federal, Provincial, Municipal Laws, Rules and Regulations including amendments thereto, which are applicable and in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. Vendors shall carefully examine and study all of the documentation in
order to satisfy themselves by examination as to all conditions affecting the scope of work to fulfill the contract.

**CONDITIONS:**

**GENERAL:**

1. **TAXES:**

   Harmonized Sales Tax is applicable, but shall not be included in the bid amount.

2. **WITHDRAWAL PROCEDURE:**

   a. Proposals may only be withdrawn prior to the closing date upon providing a written request.

   b. The Vendor who has submitted a response may request that the Proposal be withdrawn. Adjustments or corrections to a Proposal already submitted will not be allowed. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the Purchasing Supervisor or his/her designate, before Closing Time, and only if verification of source is possible. Telephone requests will not be considered.

   c. When a withdrawal request is made in person, the authorized requester shall sign a withdrawal form confirming the request. When requests are made by mail or fax, they shall be confirmed by telephone prior to acceptance.

   d. Proposals confirmed as withdrawn prior to Closing Time shall be returned unopened.

   e. The withdrawal of a Proposal does not disqualify a Vendor from submitting another Proposal on the same contract provided it is submitted prior to closing date and time.

   f. Withdrawal requests received after the Proposal closing will not be allowed.

3. **SUB-CONTRACTING:**

   The successful Vendor will not, without the written consent of the City, make any assignment or any subcontract for the execution of any goods and services hereby proposed.

4. **FACSIMILE/ELECTRONIC BIDS:**

   All bids must be signed and sealed originals. Fax- ed or electronic bids will not be accepted.

5. **PROPOSAL PRICES:**

   a. Bid prices must be valid for 90 days after the proposal closing date stated herein.

   b. In the event of any discrepancy between the unit price and the extension(s), the unit price shall govern.

   c. The total price and payment is to be shown and made in Canadian Funds.

   d. No extra charges will be permitted unless written authorization is obtained from the City.
6. Time shall be of the essence for any work to be done as a result of this proposal. Failure of a Vendor to perform the contract within the time specified or within a reasonable time, as determined by the City of Brockville, will constitute authority for the City of Brockville to cancel or terminate such contract and assign the work to be done to another Vendor without obligation to the Vendor under the cancelled contract. The City shall be entitled to all remedies against the Vendor including damages for failure to complete the contract, or for default under it.

7. No Vendor is relieved from completing the contract merely because detailed conditions and specifications of the various components are not set out in the bid document.

8. Tenders having any erasures or corrections shall be initialed by the Vendor in ink. All tenders shall be typewritten or filled in with pen and ink and bids shall be signed in ink.

9. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his/her right thereafter to enforce such provision or to seek damages for the breach thereof. Successful Vendors, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of Ontario. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his/her undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen’s enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

10. The submission of a proposal shall be deemed proof that the Vendor has satisfied himself/herself as to all the provisions of the proposal, all the conditions which may be encountered, what goods and services he/she will be required to supply, or any other matter which may enter into the carrying out of the supply of goods and services referred to in the proposal; and no claims will be entertained by the City of Brockville based on the assertion by the Vendor that he/she was uninformed as to any of the requirements of the proposal.

11. In case of default of the Vendor, the City of Brockville reserves the right to procure the goods and services from other sources and any added expense will be charged to the undersigned Vendor. The Vendor agrees to indemnify and save harmless the City of Brockville and all Municipal officers, employees, servants and agents; officers, employees, servants and agents of its Boards and Commissions and volunteers, from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of his/her proposal or the performance of any of the terms of his/her proposal or in any way incidental to the proposal.

12. This indemnification shall also apply in respect of any claims for injuries or damages that may be sustained by the Vendor or any of his/her employees during the performance and fulfillment of this proposal. Should the City of Brockville receive any demand or claim arising out of the performance of this Proposal, the Vendor shall pay to the City of Brockville such claims. The Vendor shall also pay to the City of Brockville any demand, cost, charge, damages or expenses which may be paid or incurred by the City of Brockville or any of its servants, officers or agents in settlement of or on account of the payment for any loss, damages or expenses payable by the City of Brockville or its officers, servants and agents, and any monies payable by the Vendor under the terms and conditions of this Proposal may be deducted from monies payable under this Proposal which are then remaining in the possession of the City of Brockville on account of this Proposal, and to any court of competent jurisdiction as monies paid on behalf of the Vendor.