

**(TO BE RETURNED WITH PROPOSAL)**

**IDENTIFICATION SHEET**

**Flower City**



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**THE CORPORATION OF THE CITY OF BRAMPTON**

**REQUEST FOR PROPOSAL NO. RFP2008-032**

**HIRING OF A CONSULTANT TO UNDERTAKE A TRANSPORTATION AND  
TRANSIT MASTER PLAN (TTMP) SUSTAINABLE UPDATE  
FOR THE CITY OF BRAMPTON**

<b>NAME OF FIRM OR INDIVIDUAL (THE VENDOR)</b>	
<b>ADDRESS</b>	<b>CITY / POSTAL CODE</b>
<b>TELEPHONE NO.</b>	<b>FAX NO.</b>
<b>NAME OF PERSON SIGNING FOR FIRM</b>	
<b>OFFICE OF PERSON SIGNING FOR FIRM</b>	

AL LIVINGSTON  
PURCHASING AGENT

JOHN CORBETT  
COMMISSIONER  
PLANNING, DESIGN & DEVELOPMENT

THE CORPORATION OF THE CITY OF BRAMPTON  
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BRAMPTON, ONTARIO  
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**ACKNOWLEDGEMENT OF PROPOSAL DOCUMENTS RECEIVED BY VENDOR**

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**INCLUDING ALL ADDENDA ISSUED.**

**SUBMISSION OF PROPOSAL:** Your proposal must be made on this form and returned sealed in the enclosed envelope:

**NOT LATER THAN 2:00:00 O’CLOCK P.M. LOCAL TIME**

**THURSDAY MAY 1, 2008**

addressed to: Mr. A. Livingston, Purchasing Agent,  
Purchasing Division,  
The Corporation of the City of Brampton.

The time will be determined in accordance with the time clock adjacent to the front counter of the Purchasing Division, Second Floor, 2 Wellington Street West.

*Each Vendor is responsible for the actual delivery of its Response to the address and location listed above and Responses will not be considered unless actually received at that location prior to the Closing Time on the Closing Date regardless of whether the Responses have been given to couriers, delivery services, Canada Post or employees or agents of the City.*

Responses received after the Closing Time on the Closing Date will not be considered and will be returned unopened to the Sender. Responses submitted by fax will not be considered.

**The lowest or any proposal will not necessarily be accepted and the City reserves the right to accept any portion thereof.**

I/We, the undersigned, hereby acknowledge and confirm, on behalf of \_\_\_\_\_ that I/we have received and have carefully read through all such documents and to have provided for compliance with their provisions in its Proposal.

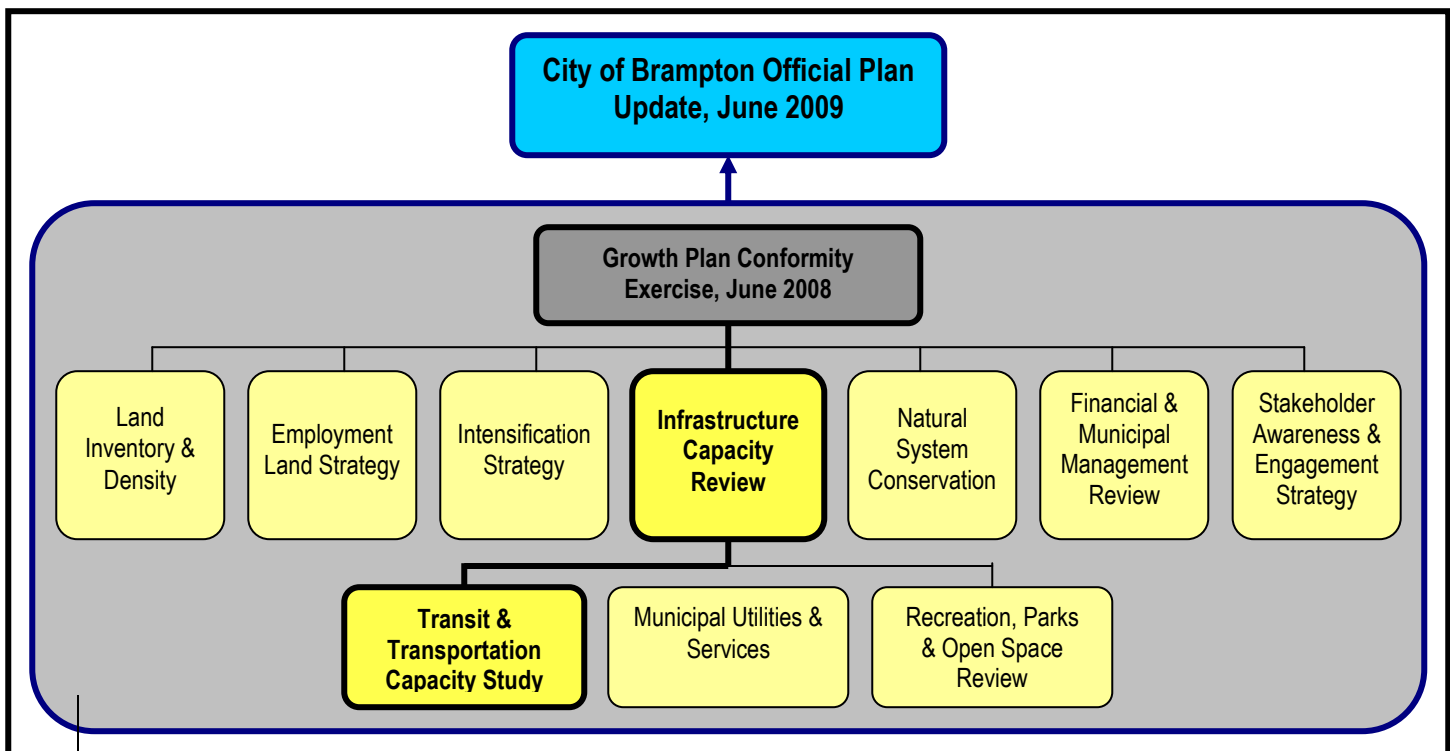
SIGNATURE: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## INTRODUCTION

The *Growth Plan for the Greater Golden Horseshoe (2006)*, written under the *Places to Grow Act, 2005*, is a framework for implementing the Province's vision for building stronger communities by managing growth in the Greater Golden Horseshoe to 2031. The Plan works in conjunction with other government initiatives, including the Greenbelt Plan, Planning Act reform, Provincial Policy Statement, and municipal Official Plans to address issues with sustaining and growing the Province's economy.

The *Places to Grow Act, 2005*, requires all municipalities to amend their respective Official Plans within three years of the Plan coming into affect, and therefore must be in conformance with the policies as outlined in the Plan by June 16, 2009. In April 2007, City of Brampton Council approved a Growth Plan Conformity work plan (resolution C097-2007), under the Planning, Design and Development (PD&D) Department's Growth Management Program, which outlines necessary studies to achieve Growth Plan conformity by June 2009. This Study is one of two (2) studies (Infrastructure Capacity Review of Utilities and Services and Transit and Transportation Capacity Study) examining the City's soft and hard infrastructure to support growth to 2031. Known as the '**Transportation and Transit Master Plan Sustainable Update**' the review forms part of the overall Growth Management Conformity work plan (See Below).



The Growth Plan provides policy direction that places significant emphasis on ensuring that there is sustainable transportation and transit infrastructure, available to support future growth. Part of the conformity exercise is to respond to the Province's concern of the deficit of infrastructure to meet current and future public infrastructure needs. This Study will provide clarification on the ability of the City's transportation and transit infrastructure to accommodate planned growth and will be used with the other studies of the Growth Plan Conformity work plan (Intensification Study and Population and Employment Allocation Study) to ultimately update the City's Official Plan to ensure that it is in keeping with Growth Plan.

The Intensification Study will identify intensification opportunities, determine the appropriate type and scale of intensification and assess the City's ability to meet Growth Plan targets. As the Growth Plan

places emphasis on providing sustainable infrastructure for growth, this Study is intended to provide feedback into the Intensification and Allocation Study, and vice versa.

The City of Brampton is seeking proposals from qualified consulting firms or consortium of qualified consulting firms to conduct the Transportation and Transit Master Plan Update for the City of Brampton. The overall TTMP Update Study will be conducted in keeping with the sustainable transportation principles, which will among other things include to assess the transportation strategy and overall transportation network recommendations identified in the 2004 TTMP, to review the strategy to optimize the role of transit, update road networks for various horizon years. The TTMP update will further provide the updated background study to support an update to the City's Transportation Development Charges By-law in 2009.

The City intends to enter into an agreement with an exclusive prime Vendor whose Proposal, in the sole judgment of the City, most effectively meets the requirements of this RFP.

Your company's proposal must be detailed, specific and must be completed and submitted in the prescribed format. If requested, the vendor must be prepared to meet with the City to review your proposal.

The intent of the enclosed Terms of Reference is to describe the desired minimum specifications for the work.

### **Competition Intended**

The City of Brampton's intent in this RFP is to permit competition. The City expects that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this contract. It shall be the vendor's responsibility to advise the Purchasing Agent in writing, if any language, requirement, specification or any combination thereof, which inadvertently restricts, or limits the requirements stated in the RFP, who must receive such notification no later than **4:30 p.m. Tuesday April 22, 2008.**

## **TERMS OF REFERENCE**

### **1.0 BACKGROUND**

- 1.1 In the fall of 2004, the City of Brampton approved its Transportation and Transit Master Plan (TTMP), which envisioned the integration of all modes, and elements of transportation to provide a “Balanced Transportation System” that is accessible to all members of the Brampton community. The Plan was completed with the broad strategic goal to define policies and long-term infrastructure needs to meet future transportation demands in an economical, efficient and environmentally sustainable manner to provide a context and framework for future transportation decisions.
- 1.2 While the vision of the 2004 TTMP remains strongly supported, in the wake of the recent development trends, growth management planning, development charges bylaw update, TTS-2006, provincial growth plan objectives and other planning legislative changes it is appropriate to initiate an update to the existing Brampton TTMP. This will ensure that continuing transportation decisions and investment for an integrated transportation network can be made with confidence and with current best practices regarding sustainable transportation planning.
- 1.3 To ensure a coordinated and comprehensive approach in dealing with the overall transportation issues in Brampton, the City is seeking to retain the services of a multi-disciplinary consultant team with expertise in comprehensive transportation planning, environmental review and public consultation to prepare a Transportation and Transit Master Plan Update which will follow a Transportation Master Plan Study approach under the Municipal Class Environment Assessment (EA) process.
- 1.4 The overall TTMP Update Study will be conducted in keeping with the sustainable transportation principles, which will among other things include the assessment of the transportation strategy and overall transportation network recommendations identified in the 2004 TTMP, to review the strategy to optimize the role of transit and update road networks for various horizon years. The TTMP update will further provide the updated background study to support an update to the City’s Transportation Development Charges By-law in 2009.
- 1.5 The TTMP Update study will be carried out in a “Two- Stage” approach:  
Stage 1 will assess the current TTMP and update the assumptions and information to address new transportation issues and to generate a revised TTMP document. The updated information, analysis and recommendations will provide the need and background for the transportation component of the City’s Development Charges (DC) By-Law Update.

Stage 2 will provide the necessary transportation infrastructure timing and cost information and DC methodology for the purposes of DC By-law update and calculations.

Broadly, the two stages will be carried out to formulate the comprehensive transportation and transit plan update by considering the most up to date ‘sustainable transportation best practices’ with the following objectives:

#### **Stage 1**

- ❖ Provide the basis for revisions/input to the transportation components of the Official Plan in the context of recent provincial policies (Greenbelt Plan, Places to Grow).
- ❖ Provide framework for future transportation decisions and investment for an integrated transportation network.

- ❖ Review/Assess/Validate the overall transportation strategy and transportation network for all modes of travel based on updated landuse information developed for the Growth Plan conformity exercise.
- ❖ Incorporate the updated land use forecasts including currently contemplated timing for NW Brampton.
- ❖ Update the horizon years networks for road and transit based on up-to-date travel forecasts for the preferred land use scenarios.
- ❖ Examine policies and initiatives to support the implementation of the City's "Pathways Master Plan".
- ❖ Establish the City's updated long-term transportation needs for roads, transit, pedestrian, cycling and goods movement.
- ❖ Provide for the necessary transportation infrastructure and programs to support the City's landuse planning initiatives.
- ❖ Provide the basis for supporting the City's 2009 Development Charges By-law Update
- ❖ Consider the traffic implications of continued growth on the borders with the neighbouring York Region, Mississauga, Caledon and Halton Region.
- ❖ Devise an optimal road network to determine the potential role and function of the North-South Corridor/Bramwest parkway and to explore strategies to narrow down the corridor protection area (i.e. both "within Brampton" solution to North-South corridor and a full interchange at 401/407 in Halton).
- ❖ Develop at a strategic level, an air quality management strategy to address air quality impacts from transportation including policies and practices to reduce air pollution, and a screening level air quality assessment for the recommended long-term transportation plan and "do-nothing" scenario.

## Stage 2

- ❖ Review 2004 DC methodology for transportation and transit infrastructure, and recommend/develop any necessary changes.
- ❖ Provide itemized and detailed costing of the transportation and transit infrastructure required by specific years
- ❖ Update the overall list of DC capital projects, extent of projects, cost of projects and calendar timings of projects year by year for the next 20 years for transportation and the next 10 years for transit and for every five years beyond for DC background level of detail.
- ❖ Support as necessary through the DC by-law approval process, and appeals to the by-law should they arise.

## 2.0 STUDY CONTEXT & SCOPE

- 2.1 The TTMP Update will be conducted in conjunction with the City's Growth Plan compliance exercise to inform the revised landuse forecasts to be developed for the City based on the systematic analysis of transportation implications of potential land use concepts.
- 2.2 The TTMP Update will be completed in accordance with the Master Plan process of the MEA Municipal Class Environmental Assessment, following Phases 1 and 2.
- 2.3 The consultant shall prepare a detailed Study Design based on this scope of work and the ensuing discussions.
- 2.4 Review the findings of all relevant background reports, earlier studies, land use plans, Official Plans and other pertinent documents and policies. This review should include not only the studies/reports of the City but also those of the neighbouring municipalities and province.
- 2.5 Update the 2011, 2016, 2021, 2026 and 2031 networks for road and transit based on up-to-date travel demand forecasts for the preferred land use scenarios emerging from the City's growth

plan compliance exercise, enabling the TTMP Update to establish infrastructure and program needs and supporting policies for the City of Brampton's transportation system to the year 2031.

- 2.6 Although the focus area of the TTMP Update is the existing incorporated area of the City of Brampton, the study will also address transportation impacts and requirements within a study area extending beyond the City of Brampton to Highway 27 on the east, Highway 401 on the south, Trafalgar Road on the west, and Regional Road No. 9 (King Road) on the north (as shown in Appendix A). Hence the TTMP Update will identify transportation issues, which have a bearing on the City's current and future network, and make recommendations for potential solutions.
- 2.7 The Consultant shall use the City's EMME/2 travel demand model alternative runs to devise and define the optimum 2031 transportation/transit system for Brampton and address several specific transportation issues.
- 2.8 Following an evaluation of the existing transportation network, the Consultant shall evaluate and assess the major road network requirements, including all jurisdictions within the City of Brampton and adjacent areas for study horizon years 2011, 2021, and 2031 (assumed full build-out of the City). For Development Charge review purposes, our requirements also call for year 2019 and year 2029 road network requirements to be established as accurately as possible. The Consultant shall define the approach to attain appropriate analysis platforms to attain these target horizons as one of the key deliverables for the project.
- 2.9 The Consultant shall evaluate the current transit system, define a long-term (2031) vision for transit service in Brampton, identify the associated realistic modal split factor, make recommendations for the establishment of an effective and efficient system, and outline the strategies to achieve the long-range plan over the intervening years.
- 2.10 The Consultant shall assess and evaluate the need for complementary infrastructure such as pathways, HOV lanes, parking policies, sidewalks, bicycle facilities and make recommendations for the establishment of an optimum system. The consultant shall recommend policies and programs to support the development of pedestrian and cycling plans.
- 2.11 The Consultant shall extract the recommended road and transit improvements from the first stage of the study, make rational interpretation and provide the necessary transportation infrastructure timing and cost information for the purposes of DC By-law calculations.

### **3.0 Stage 1: SUSTAINABLE TRANSPORTATION & TRANSIT UPDATE**

The Consultant shall prepare a TTMP Update document which will address the following tasks:

#### **3.1 Data Collection and Issue Identification**

- 3.1.1 The Consultant will review the findings of all relevant current and previous transportation studies, transportation master plans, TTS-2006, land use plans, secondary plans, Official Plans and other pertinent documents and policies (identified but not restricted in Appendix B) and extract the relevant conclusions and findings, including the identified ultimate road network requirements and impacts for further consideration in the TTMP Update exercise.
- 3.1.2 The Consultant will prepare an analysis of existing traffic characteristics and travel patterns and assess existing transportation network deficiencies in the study area, considering road network continuity and connectivity, capacity deficiencies and community impacts from increased traffic. The analysis will identify existing capacity deficiencies at screen lines, and along major road links. It is understood that where data/information is available, existing traffic data will be

provided by the City and the Region of Peel and where there is insufficient information, new data will be provided by the Consultant.

- 3.1.3 The foregoing analysis will include, but not be limited to, origin and destination analysis, auto and truck traffic volumes and percentages, volume and peaking characteristics, transit ridership patterns and demand, and any other factors or characteristics deemed appropriate by the steering committee for use in the analysis.
- 3.1.4 Based on the analysis of existing traffic, and existing and proposed land uses, the Consultant will develop a consolidated forecast of traffic/travel demands in the City of Brampton to assess future transportation network deficiencies in the study area for the 2011, 2016, 2021, 2026 and 2031 horizon years.

### **3.2 Travel Demand Modelling and Road Network Assessment**

The Consultant will be required to utilize the Brampton EMME/2 travel demand model for this component. The alternative model runs will be used by the Consultant to assess the currently identified ultimate 2031 road/transportation network and assess all major road and transit corridors within the limits of the City as well as the time horizons for existing, 2011, 2016, 2021, and 2026..

The modeling analysis stage should proceed concurrent with the formulation of the optimum transit strategy so that the interdependence of transit service and the road system is appropriately reflected in the analysis.

#### **Tasks under the modelling assignment are as follows:**

- 3.2.1 The Consultant will use a City-wide Brampton EMME/2 travel demand model.
- 3.2.2 The Road network assessment shall include:
- ~ All major corridors, arterial roads, and major collectors within the City of Brampton, regardless of jurisdiction;
  - ~ Number of lanes required for each key link;
  - ~ A determination of service level thresholds based on V/C ratios;
  - ~ Requirements for major intersections.
- 3.2.3 Address the following key issues:
- ~ Evaluation of east-west road requirements in the Central Area/Queen Street Corridor, with and without a Clark/Eastern/Wellington connection;
  - ~ The implications of substantial delays beyond desired timeframes for the extensions of Provincial Highways;
  - ~ Alternative road network improvements with in North west/Bram west context (i.e. both “within Brampton” solution to North-South corridor and a full interchange at 401/407 in Halton)

- 3.2.4 Several model runs will be needed to define optimum requirements for the five distinct timeframe horizons (i.e. 2031 or mature state, 2026, 2021, 2016, 2011 and existing/ 2006). Multiple alternative staging scenarios will be needed for interim horizon years of 2011 and 2021.

As detailed in Section 4 (“Development Charges Calculation”), the Consultant will also recommend the best way to derive accurate road and transit network estimates for the DC time horizons of 2019 and 2029.

### 3.3 Comprehensive Transit Strategy

Establishing an effective and efficient transit system to provide a competitive alternative to the automobile in the long-term is one of the key strategies to managing traffic growth in Brampton and moderating the severity of congestion in the future. In approaching this objective, the transit strategy component of the TTMP Update shall comprise:

- An assessment of the currently proposed long-term vision and optimum system for Brampton’s transit services in 2031.
- An evaluation of opportunities and constraints;
- Strategic recommendations to achieve the long-range plan, including implementation strategies for the short- and medium-range time horizons, such as:
  - ~ Enhancements to Brampton Transit routing and service delivery;
  - ~ Service level and amenity needs for existing and planned transit terminals;
  - ~ Integration/coordination of Brampton’s transit services with adjacent municipalities and with GO Transit.

The following tasks detail the issues to be addressed in the transit strategy:

- 3.3.1 The Consultant shall evaluate the current system, by reviewing the following:

- ~ Service profile (e.g., routes, rolling stock, facilities, operating costs, etc.) and operating standards;
- ~ Rider profile
- ~ Market characteristics and trends;
- ~ Performance trends and issues;
- ~ Opportunities and constraints.

- 3.3.2 Concurrent with the transportation modelling exercise, a strategy for addressing modal split and associated transit requirements will be derived and incorporated in the model, such that the ultimate 2031 road network and the transit system (and associated road priority measures such as HOV, RBL, etc) can provide the capacity to accommodate total projected demand.

- 3.3.3 Assess the future prospects and potential for ridership growth, and needs for improvement to the transit system.

- 3.3.4 The Consultant shall evaluate the opportunities and constraints for the integration/coordination of Brampton’s transit services with adjacent municipalities and with GO Transit. Recommendations in this regard are to include an implementation schedule consistent with the defined modal split target(s). A list of available background studies is provided in Appendix C.

### **3.4 TTMP Recommendations/Implementation Plan**

- 3.4.1 Based on the analysis of existing traffic and forecasted demands, the Consultant will identify and evaluate a full range of pragmatic and practicable options to accommodate transportation and development to 2031, and to enhance transit services within and beyond Brampton, and will recommend an optimum long-term road network and transit system. The TTMP Update should determine this most effective option in the context of Brampton's expected year 2031 characteristics and in terms of the maximum realistic modal split for Brampton.
- 3.4.2 The Consultant will recommend planning and land-use policies, including Transit Priority and Travel Demand and System Management (TDM/TSM) measures, that will support and encourage the promotion of public transit with the goal of maximizing the 2031 modal split.
- 3.4.3 The Consultant will review and recommend Intelligent Transportation System (ITS) initiatives, particularly in support of public transit.
- 3.4.4 The Consultant shall assess the current implementation strategy for the transportation/transit recommendations as expressed in the 2004 TTMP and the new 2006 Brampton OP, the current capital budget forecast and make recommendations to update the strategy based on the results. Such a strategy will include specific targets, objectives and performance measures for proposed system improvements to roads and transit in the context of interim horizon years. Additional details in this regard are as follows:
- ~ Provide a year by year road and transit implementation schedule up to 2021;
  - ~ Provide 5-year implementation intervals from 2021-2031;
  - ~ Detail road link and major intersection requirements and associated costs;
  - ~ Identify timing and costs for: transit corridors (HOV, RBL, etc.), bus procurement, transit storage and repair facilities, and terminal requirements;
  - ~ Identify implementation requirements and alternative cost comparisons which will enable the City to utilize these cost figures for DC purposes;
  - ~ Identify the key road and transit projects that will have the greatest strategic impact on the City.

### **4.0 Stage 2: DEVELOPMENT CHARGES CALCULATION**

- 4.1 The Consultant shall render professional services to the City to provide the required transportation calculations for the upcoming DC By-Law update/review. The transportation system recommended by the completed TTMP Update Study will form the basis for the required DC work. Any additional modelling required by the DC review program to expand the details of required transportation/transit infrastructure will be specifically identified in the consultant's proposal and tied to the background modelling analysis from the TTMP Update.
- 4.2 The primary task of the DC By-law component of this overall TTMP Update Study is to review and recommend/develop DC methodology, provide the itemized and detailed costing of the transportation and transit infrastructure required by specific years as determined in Stage 1 of the TTMP Update Study.
- 4.3 The format for compiling and tabulating this information will be defined by a separate DC By-law Steering Committee.
- 4.4 The focus of the consultants work will be providing the detailed itemization of projects and infrastructure on an annual basis and associated costs. Historical unit costs for individual items

(i.e. asphalt, granular A, etc.) will be provided by the City based on recently updated costing information; however, the consultant will be required to supplement the City unit costs as appropriate from other costing sources. Costs will be further defined/detailed as growth and non-growth costs in accordance with DC Legislation.

- 4.5 Provide all detailed documentation and support as necessary through the DC by-law approval process and appeals to the by-law should they arise.

## 5.0 SCHEDULES AND DELIVERABLES

- 5.1 The study will commence immediately after a consultant is selected and is required to be completed by November 30, 2008.

The study schedule will be completed in MS Project format and submitted to the City, with the proposal, and the successful consultant will provide updates to the City on a monthly basis, indicating progress.

As part of this project, the Consultant is expected to provide reports and other items, in hard copy and electronic format, as listed below:

- 5.1.1 **Start-Up Report:** Provide within one month of the study initiation, describing the study purpose and methodology/approach (including analysis criteria and assumptions), including a review of the background studies/past reports, growth scenarios and relevant documents, refining and confirming the study area, modeling strategy and interpretation, data collection & additional needs and work schedules (20 copies).
- 5.1.2 **Interim Report:** will provide assessment and evaluation of current conditions, progress and developments since the 2004 TTMP and identification of challenges and opportunities.
- 5.1.3 **Draft Report:** It will incorporate the broad growth scenarios/assumptions, transportation analysis and assessment, interpretation of transportation modeling results, identification of transportation network improvements and alternatives, DC tables with the itemized and detailed costing of the transportation and transit infrastructure projects on an annual basis and associated costs (20 copies).
- 5.1.4 **Final Consultation Report:** This report will summarize the results of the public/stakeholder input including how issues/concerns have been addressed (15 copies).
- 5.1.5 **Development Charges Tables/Report:** will provide DC methodology, the itemized and detailed costing of the transportation and transit infrastructure required by specific years. The report will set out the additional infrastructure detail required for DC purposes, including detailed individual and aggregated infrastructure costs for the transportation/ transit system required to accommodate projected growth to the end of the proposed DC By-law timeframe (20 copies).

- 5.1.6 **Final Study Report with Executive Summary Report:** Expand on the draft report to document the final evaluations and study refinements, provide complete documentation of the assessment of existing conditions, broad growth assumptions, methodology, alternatives tested, evaluation criteria, preferred options, DC calculations and tables conclusions and recommendations (50 copies each) and Electronic PDF/MS Word file of Final Master Plan Update study (4 DVD copies)
- 5.1.7 **Data Package:** Consists of all documents, data, correspondence, models, software, analysis etc. developed/conducted as part of this project. The data/information should be easily accessible through commonly used software

**Consultants are encouraged to identify any other products or services, not listed above, which would help to achieve the objectives of the TTMP Update study.**

## 5.2 Quality System

**The Consultants shall outline the measures that it has in place to ensure the quality of the deliverables and that they will meet the needs of the TTMP Update study and the City of Brampton.**

- 5.2.1 During the course of the Study, the Consultant will prepare brief interim technical summaries/progress reports/presentations as appropriate to facilitate discussion at Steering Committee/Technical Committee meetings.
- 5.2.2 The Consultant will attend meetings with the Core Technical Committee (6-8 suggested) at key stages during the course of the study. The consultant may be required to attend a few meeting with the Steering Committee (2-3 suggested).
- 5.2.3 To assist the City Staff in maintaining appropriate contact with Council and the public during the course of the Study, the Consultant should be prepared to make 2-3 interim or final presentations to Council or the public.

## 6.0 PROJECT ADMINISTRATION

### 6.1 Project Steering Committee

The overall project management of the TTMP Update will be the responsibility of the City of Brampton PD&D. However, a project Steering Committee has been established to oversee the entire Growth Plan Conformity Exercise. The project steering committee consists of City staff and regional and local area councilors. The project consultants may or may not be required to attend Steering Committee meetings, but should be aware that the Steering Committee will provide direction during the course of the Study.

The role of the Steering Committee will be to:

- ❖ Provide overall project direction and monitor high level impacts across the City
- ❖ Act as liaison with Council
- ❖ Review and comment on project charter, terms of reference, draft and final reports
- ❖ Provide multi-departmental and divisional input from the City
- ❖ Provide direction on public consultation

The Project Steering Committee will meet approximately 4-5 times over the course of the entire Growth Plan Conformity exercise. The purpose of these meetings is to review

materials that are to be forwarded to Council and/or presented at the Public and Stakeholder Awareness Strategy events.

## **6.2 Project Core Technical Committee**

A Core Technical Committee identified by the Steering Committee will coordinate and assist the work of the Consultant team on an ongoing basis and provide interim direction between Steering Committee meetings.

**A separate Technical Committee will be set up to administer the Stage 2 work on DC By-law Update.**

## **6.3 Technical Agencies Committee**

The committee of key, affected public agencies and Ministries will be formed at the outset to ensure early communication on both the goals and the tasks involved in the preparation of the study. The Technical Agencies Committee will be established consisting of but not limited to the following:

- ❖ Steering Committee
- ❖ Core Technical Committee
- ❖ Province of Ontario (MTO, MPIR, MNR, MOE)
- ❖ Regions of Peel, York and Halton
- ❖ Cities of Mississauga & Vaughan
- ❖ Towns of Caledon & Halton Hills
- ❖ 407 ETR
- ❖ Railway Authorities
- ❖ GO Transit
- ❖ Conservation Authorities (CVC, TRCA)

## **6.4 Public Consultation and Communications**

Public consultation is key to the success of this study. The Consultant will be expected to lead and to provide support and technical services such as: facilitating public forums, review mailing lists and advertisements and respond to enquiries. The consultant will be responsible for preparing agendas recording and circulating minutes, preparing display materials and providing professional staff to assist at public forums, drafting responses to public comments /concerns, and preparing technical summaries,.

Citizens will have the opportunity to learn about and provide input at least three points in the study process. These points of public contact may take the following forms:

- ❖ Advertisement to announce initiation of the TTMP Update and to invite the public to participate
- ❖ Public Information Centre #1 to present transportation issues and deficiencies, study methodology, initial list of alternatives, evaluation methodology and consultation process
- ❖ Public Information Centre #2 to present how public comments have been addressed, the evaluation of alternatives and the preliminary recommendations.

The Consultant is advised that a separate but related component of the Growth Plan Conformity exercise is the preparation of a Public Awareness and Education Strategy. The TTMP Consultant is expected to work with the team preparing the Public and Stakeholder Awareness and Education Strategy to involve the general public on the purpose, objectives

and findings of the TTMP Update. The consultants are required to prepare visual materials and handout information for each open house session.

A study website will be available to disseminate information and provide opportunity for public input. All display boards must be produced and made available in PDF format on the project website at least one week in advance of each Public Information Centre (PIC).

Citizens will have the opportunity to learn about and provide input at least three points in the study process. These points of public contact may take the following forms:

- a) Advertisement at the outset of the study to announce the initiation and to invite the public to participate.
- b) Public Information Centre #1 to present transportation issues and deficiencies, study methodology, initial list of alternatives, evaluation methodology and consultation process.
- c) Public Information Centre #2 to present how public comments have been addressed, the evaluation of alternatives and the preliminary recommendations.

## 6.5 Additional Meetings

As a part of these Terms of Reference, Consultant may be required to attend additional meetings to provide for more detailed consultation during the study with stakeholders, special interest groups or directly affected agencies. In addition to the other meetings, the Consultant should include at least 3 such meetings into their budget for this study.

## 7.0 CONSULTANT BUDGET

The Consultant shall prepare and submit a proposal, in consideration of the foregoing TTMP Update Study terms of reference, a proposal submission based on what would be undertaken within a budget of \$ 225,000.00.

The Consultant may outline additional work which in their opinion is required to complete the study. The cost and full details of any suggested optional study components should be provided separately.

The Northwest Brampton component (to determine the potential role and function of the North-South Corridor/Bramwest parkway and to explore strategies to narrow down the corridor protection area) should be budgeted separately from the total budget.

**The consultant should prepare the budget separately for the two (2) stages in addition to making provision for 4 conditional additional meetings or working sessions with staff to review materials as part of the Public and Stakeholder Awareness Strategy.**

The proposal to complete the Sustainable Transportation and Transit Master Plan will include the following:

- The identification and description of key study issues proposed to be addressed by the consultants;
- A description of the study approach and methodology;
- Information on the general qualifications of the firm/s and of each team member to be assigned to the project and tasks;
- Descriptions of similar studies completed by the firm/s in the recent past;

- A detailed work program and cost breakdown, including the per diem rate and time allocation for each team member;
- A detailed list of consultant deliverables; and,
- The cost and full details of any suggested optional study components.

## 8.0 PROJECT SCHEDULE

It is expected that the consultant’s participation in the project will be complete by November 2008. The consultant shall note the following dates of major milestones:

<b>Date</b>	<b>Milestone</b>
Monday April 14, 2008	RFP released to Consultants
Tuesday April 22, 2008	End of Question Period
2:00:00 p.m. Local Time: <b>Thursday May 1, 2008</b>	Proposal Closing Date
Friday May 2, 2008 – Monday May 12, 2008	Evaluation
Thursday May 29, 2008 (tentative)	Project Award

The City of Brampton reserves the right to revise the dates in this Proposal or to cancel this Proposal without penalty or cost to the City of Brampton.

The City reserves the right to modify specified target dates and to reject any or all submissions or to cancel or withdraw the RFP for any reason without incurring any cost or liability for costs and damages incurred by any vendor, including, without limitations, any expenses incurred in the preparation of the submission.

## 9.0 PROPOSAL SUBMISSION REQUIREMENTS

Please follow the structure of this document in your Proposal (i.e., use the same part, section, structure and identification). The City discourages overly lengthy and costly Proposals, however, in order for the City to evaluate proposals fairly and completely, Vendors should follow the format set out herein and provide all of the information requested. Vendors are encouraged to provide further details that may demonstrate the excellence of their Proposal. All information is to be submitted on corporate letterhead, duly signed by an authorized official, and enclosed in the envelope provided. Vendors must clearly mark the original submission.

Failure to provide all mandatory information will result in the Vendor being disqualified. Proposals must contain, at a minimum, the following information:

### 9.1 Vendor Profile

The principal respondent is required to provide the following information related to its own organization and the organization with whom it has formed a strategic alliance (if any).

Vendors of goods and services shall provide a brief company profile including:

- Company history and organization
- Office location(s); and
- Description of company's qualifications and experience in undertaking projects related to **utility and hard services planning, environmental planning, Provincial policy analysis and planning, and land use planning (including growth management or analysis).**

The successful Vendor's Principals must be involved and therefore may be requested to meet with key City staff prior to final award.

### 9.2 References

A minimum of three (3) references, preferably two of which are from the public/Ontario municipal sector. References shall be of recent and current projects of similar infrastructure services or municipal utilities and services, scope or magnitude undertaken by the Vendor. Each reference will include:

- a) Name and size of project;
- b) Name of client organization, contact name, address, telephone numbers;
- c) Duration of project;
- d) Approximate total cost; and
- e) A brief description of the project including whether or not the project was completed within/under/over budget and within the time limit assigned.

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

References that do not include the required details and contact information as outlined above will be deemed incomplete and will be considered as such for evaluation purposes.

### 9.3 Vendor Resources

Identification of all resources that are being proposed for the assignment. Proposed resources should be identified by the role to which they would be assigned. Please include the following information for each proposed resource:

- a) Designation of the resources who would be assigned to work, together with details regarding the role they would play and their resume, which should include descriptions of related completed assignments, qualifications, any skill sets required for or that may be an asset;
- b) Location from which the resource would be traveling;
- c) Identification of supervisory/management personnel assigned for quality assurance;
- d) A description of available support staff and firm resources that may be required for this engagement; and
- e) Details of any sub-consultants to be used in this assignment, including graphic design firms.

**There shall be no substitution of personnel without prior written approval of the City's Project Manager.**

### 9.4 Proposed Approach and Methodology

Vendors shall provide:

- A detailed description of the proposed approach and methodology to be employed to ensure successful completion of the project.
- The identification and description of key study issues proposed to be addressed.
- A detailed list of consultant deliverables.
- Measures in place to ensure the quality of the deliverables and that they will meet the needs of the TTMP Update Study.

### 9.5 Work Program

Vendors shall provide a detailed work program and budget breakdown to include per diem rate and time allocation for each team member. Vendors shall outline what services can be provided within the maximum **\$225,000** budget. Any additional items or work should be provided separately.

### 9.6 Cost

Vendors shall provide a total all-inclusive upset cost to complete this engagement, including fees, disbursements and expenses. Vendors may propose any additional optional study components with cost and full details on a separate Proposal Sheet.

Vendors shall provide a schedule of hourly rates for all members of the team to be applicable for services not included in the scope of work, to be provided on a time basis.

### 9.7 Payment Schedule

Vendors shall outline a preferred payment schedule based on completion of project milestones. Payment of consultant's invoices will be subject to a 90-day term. A maximum of 75% of the study cost will be paid as work progresses, with the balance paid upon the completion of the vendor's work.

**(TO BE RETURNED WITH PROPOSAL)**

**10.0 PROPOSAL SHEET**

<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
All-inclusive cost to provide all deliverables as identified in this RFP document.	\$
Miscellaneous Costs (if applicable)	\$
<b>Sub-Total</b>	<b>\$</b>
<b>+5% GST</b>	<b>\$</b>
<b>Total Price for RFP2008-007</b>	<b>\$</b>

**\*Note: Consultant must include all disbursements, fees, expenses any other miscellaneous charges (Travel, accommodation, etc.) Each component must be quoted a total upset limit.**

**The City reserves the right to cancel the award without penalty, at the sole discretion of the City.**

**All prices to be in Canadian funds.**

*The lowest or any proposal is not necessarily accepted and the City reserves the right to award any portion thereof.*

---

*NAME OF FIRM OR INDIVIDUAL (THE VENDOR)*

---

*SIGNED BY*

---

*ADDRESS*

---

*CITY, TOWN OR VILLAGE* *POSTAL CODE*

---

*TELEPHONE NO.* *FAX NO.*

---

*E-MAIL*

## 11.0 **GENERAL INFORMATION**

### 11.1 **Proposal Submission**

Vendors shall submit **one (1) original signed and five (5) copies of the Proposal**, which must be submitted, SEALED in the envelope provided to:

CITY OF BRAMPTON  
PURCHASING DIVISION  
2<sup>ND</sup> FLOOR  
2 WELLINGTON STREET WEST  
BRAMPTON, ONTARIO  
L6Y 4R2  
ATTN: Mr. A. Livingston, Purchasing Agent

**NOT LATER THAN 2:00:00 O'CLOCK P.M. LOCAL TIME THURSDAY MAY 1, 2008.**

The Proposal Analysis Group cannot review material that was not submitted with the Proposal for Step One of the evaluation process. For example the vendor providing a link to a website for substantiating information would be considered information provided after the submission date and would not be considered.

**REQUEST FOR PROPOSAL DOCUMENTS RECEIVED AFTER THE SPECIFIED CLOSING TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE SENDER.**

### 11.2 **Questions & Inquiries**

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided however, that all questions are received no later than 4:30 p.m. Tuesday April 22, 2008.

Please forward all questions and inquires via e-mail or fax to:

Diane Oliveira, CPPB  
Purchasing Supervisor  
Purchasing Division  
Phone: 905.874.2282 Fax: 905.874.2299  
Email: [diane.oliveira@brampton.ca](mailto:diane.oliveira@brampton.ca)  
Subject: **RFP2008-032 TTMP Update**

Any vendor found to be in communication with other than the person named in the bid document may result in the City of Brampton disqualifying the vendor's bid or any future bids from consideration.

No information given verbally by the City or by means of telephone will be binding nor will it be construed as to change the requirements of this Proposal in any way. Vendors are cautioned to secure clarification on the Proposal information PRIOR to submitting a proposal.

### 11.3 **Award**

The award of this Proposal will be based upon the most qualified Vendor(s) that can provide the service required at a reasonable cost while having the greatest overall benefit to the City.

Price shall be considered, but need not be the sole determining factor. Acceptance of any proposal shall be by Purchase Order on the City's forms.

The City reserves the right to cancel the award, without penalty, at its sole discretion.

#### **11.4 Termination**

Termination for Convenience:

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

Termination for Default:

When the Vendor(s) has not performed or has unsatisfactorily performed the contract, the City may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of The City of Brampton. Failure on the part of a Vendor(s) to fulfill contractual obligations shall be considered just cause for termination of the contract. The Vendor will be paid for work satisfactorily performed prior to termination, less any excess Costs incurred by the City in re-procuring and completing the work.

#### **11.5 Pricing & Acceptance Period**

All Proposals will be irrevocable after the date and time of opening and will remain open to acceptance for a period of one hundred and twenty (120) days. All prices shall be quoted in Canadian dollars.

Each Vendor will be fully responsible for the validity and accuracy of all costs and rates identified in its response to the Request for Proposal.

Prices quoted shall be Goods & Services Tax and Ontario Retail Sales Tax extra. These taxes shall be shown separately and are not to be included in the unit prices or sub total pricing.

#### **11.6 Vendor Contact**

Please name one representative for all communication concerning the Request of Proposal process and subsequent scheduling/invoicing for the term of the contract.

#### **11.7 Supplemental Information**

Subsequent to the formal closing of the Proposal, the City may request additional information about the Vendor's Proposal by sending a signed fax inquiry to the Vendor contact. The Vendor(s) will provide a signed written response. The City may require interviews and/or user site visits to review a proposed solution or to clarify a Vendor response.

#### **11.8 Vendor Incurred Costs**

All costs incurred in the preparation and presentation of the Proposal and all costs associated with any subsequent interviews and demonstrations requested by the City during the evaluation process shall be wholly absorbed by the Vendor(s) and will not be recoverable from the City. All Proposals, supporting documentation, technical information, details and manuals submitted with the Proposals shall become the property of the City of Brampton, its

Commissions and Boards. Vendors are advised that the information provided in this Proposal shall be at their own expense.

### **11.9 Third Party Vendor**

Vendors must disclose the use of any third party Vendor.

### **11.10 Indemnification**

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

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

### **11.11 Freedom of Information**

All information obtained by the Vendor(s) in connection with this Proposal is the property of the City of Brampton and shall be treated as confidential and not used for any purpose other than for replying to this Proposal, and for fulfillment of any subsequent contract.

Vendors may declare confidentiality of their Proposal; however, the City is required to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

### **11.12 Insurance Requirements**

The Successful vendor shall at all times during the currency of the TERM of this AGREEMENT and any extension or renewal thereof, at its own expense, obtain and provide the Corporation of the City of Brampton with evidence of:

a) Commercial general liability Insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than One Million (\$1,000,000.00) per occurrence. Such policy shall name The Corporation of the City of Brampton as an additional insured with respect to the liability arising out of the operations of the named insured.

b) Professional Liability Insurance with a minimum per claim limit of not less than One Million (\$1,000,000.00), and a minimum annual aggregate of not less than Two Million (\$2,000,000.00).

The attached Certificate of Insurance, Statutory Declaration, Letter of Credit and/or bonds as attached to this document are the only forms that the City of Brampton will accept. No other forms will be accepted.

The City of Brampton will only accept insurance policies and/or certificates, where the City of Brampton is an additional insured, from issuing institutions that have the following minimum ratings:

Standard & Poor's	-	minimum rating of BBB
Moody's	-	minimum rating of Baa
A.M. Best	-	minimum rating of B+

The City of Brampton reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this AGREEMENT as the City may reasonably require from time to time.

The successful vendor shall deposit with the City, prior to entering into this AGREEMENT, a Certificate of Insurance on a form provided by the City.

If such policy is cancelled, changed or materially altered in any way that would affect the City of Brampton, thirty (30) days prior written notice by registered mail will be given by the successful bidder's insurer to the City of Brampton.

### **11.13 Contract for Professional Consulting Services**

The successful vendor will be required to execute the attached "Contract For Professional Consulting Services". No other form or agreement will be signed or accepted. The successful vendor will be issued a purchase order by the City of Brampton.

### **11.14 Errors and Omissions**

It shall be understood and acknowledged that while this Proposal includes basic specifications, minor items or details not herein specified, but obviously required, shall be provided as if specified in conformance with modern practices and workmanship.

Any omissions or errors or misinterpretation of these requirements and specifications or within the Proposal shall not relieve the Vendor(s) of the responsibility of providing the goods as aforesaid.

### **11.15 Non Collusion**

A Vendor shall not discuss or communicate, directly or indirectly, with any other Vendor or their agent or representative about the preparation of their Proposals. Each Vendor shall attest that its participation in the RFP process is conducted without collusion or fraud. If the City discovers there has been a breach of this requirement at any time, the City reserves the right to disqualify the Proposal or to terminate any ensuing Agreement.

### **11.16 Subcontracting**

The Vendor(s) shall not assign the agreement or retain subcontracting without the prior written consent of the City. No assignment or subcontract shall relieve the Vendor(s) from the obligation set out in this document or impose any liability on the City. In such cases, customer references and a written statement must be included from an officer of the proposed subcontractor demonstrating the ability to provide the indicated functions in accordance with these specifications.

### **11.17 Conflict of Interest**

Consultants must disclose to the City, in their Proposal, any potential conflict of interest. If such a conflict of interest does exist, the City may, at their discretion, refuse to consider the Proposal. If during the Proposal evaluation process or the negotiation of the contract, the Consultant is retained by another client giving rise to a potential conflict of interest, then the Consultant will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest.

### **11.18 Vendor's Responsibility**

The Vendor(s) shall carefully examine all RFP documents for this contract, to determine the extent of work. By submitting a Proposal the Vendor(s) acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that by submitting a Proposal by the Vendor(s) serves as his stated commitment to fulfill all of the conditions referred to in this RFP.

### **11.19 Litigation and Rejection of Applicants**

The City reserves the right to reject any bids received from a company, that is, or whose principals are, at the time of bidding, engaged in a lawsuit or other legal proceeding, against the Corporation of the City of Brampton, or who has given notice to the City of its intent to commence litigation or other legal proceedings against the Corporation of the City of Brampton.

### **11.20 Confidentiality Agreement**

The successful vendor(s) will have access to confidential information relating to the City and its councilors, directors, officers, employees and other personnel. The successful vendor(s) may be required and hereby agrees to enter into a confidentiality agreement with the City in a form satisfactory to the City. The successful vendor(s) further agrees that only those employees or agents of the vendor(s) who have entered into a confidentiality agreement with the City in a form satisfactory to the City will be permitted access to the City's confidential information.

The successful Vendor further acknowledges that all programs, reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the City and shall not be disclosed or released to any person or organization without the prior written consent of the City.

### **11.21 Non-solicitation of Employees**

Successful Vendor(s) will refrain from approaching any employee of the City regarding opportunities of employment with the Vendor's organization or related organizations, without prior written consent from that employee's direct supervisor. This agreement will remain in effect for a period of one (1) year following the completion of the awarded contract.

### **11.22 Contract Period**

It is expected that the Consultant's participation in the project will be complete by **November 2008**.

### **11.23 Review of Proposals**

1. At the close of the RFP call, all eligible Proposals will be examined by the Purchasing Division.
2. The City, at its sole discretion, may clarify any aspect of this Request for Proposal or any Proposal with any vendor at any time. Any such clarification will not alter the Proposal and will not constitute negotiation or re-negotiation of the total price of goods or services to be supplied or performed as set out in the RFP at the close of the RFP call. Correspondence with vendor will be directed through the Purchasing Division. The City's right to clarify includes the right to request additional or missing information. The purpose of such clarification is to enable the City to determine whether the Proposal submission complies with the RFP. The right of clarification is within the sole, complete and unfettered discretion of the City and may or may not be exercised by the City at any time and in respect to any or all Proposals. The right to clarify does not impose upon the City a requirement to clarify to the vendor any part of a Proposal, where the Proposal is deficient, or otherwise not acceptable in any aspect.
3. Review of its submission with any vendor shall not oblige the City to enter into a contract with such vendor, and shall not constitute an acceptance of any Proposal submission.
4. All discussions pursuant to paragraph 2 above shall be in writing, in a form satisfactory for inclusion in the contract and satisfactory to the City.
5. The vendor recommended may be required to meet with officials of the City within 30 days to explain details of the submission. Such a meeting will take place in Brampton and transportation to and from the meeting for the vendor's representatives shall be at the expense of the vendor.

### **11.24 Vendor Responsibility**

In determining responsibility, the following qualifications, in addition to price, will be considered in the evaluation of the Proposal:

- a) The ability, capacity, and skill of the vendor to perform the service required.
- b) Whether the vendor can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c) The character, integrity, reputation, judgment, experience and efficiency of the vendor.
- d) The quality of performance of previous contracts or services.
- e) The previous and existing compliance by the vendor with the laws relating to the contract or service.
- f) The sufficiency of the financial resources and ability of the vendor to perform the contract or provide the service.
- g) The quality, availability, and adaptability of the supplies or services to the particular use required.
- h) The ability of the vendor to provide future maintenance and service for the use of the subject of the contract.
- i) Such other information as may be required or obtained.

### **11.25 Right to Audit**

The City shall have the right to audit or appoint an independent Chartered Accountant or public accounting firm to audit all financial and related records, including payroll records associated with the contract kept by or under the control of the vendor, including the vendor's employees, agents, assigns, successors, and subcontractors. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit

identifies or discloses overpricing or overcharges (of any nature) by the vendor to the City in excess of one percent (1%) of the total billings. In this case, in addition to making adjustments for the overcharges, the vendor shall reimburse the City for the actual cost of the City's audit.

The vendor shall maintain such financial and related records, together with such supporting or underlying documents and materials, for the duration of this contract and for at least seven years following the completion, expiry or termination of this contract, including any and all renewals thereof.

All information requested or required pursuant to this right to audit shall be made available during normal business hours at the vendor's office or place of business.

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

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

### **11.26 Proposal Evaluation**

1. At the close of the Proposal call, all Proposals will be evaluated.
2. The City, at its sole discretion may negotiate any aspect of any Proposal with one or more of the vendors at any time.
3. Negotiations with any vendor shall not oblige the City to enter into a contract with any vendor or be construed as an acceptance of the Proposal.
4. All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.
5. In addition to reviewing the written Proposals, the evaluation process may include a formal interview with one or more of the vendors involved in the Proposal to allow City staff to verify the capability and resources of the vendor.
6. All costs associated with the preparation of the Proposal will be the responsibility of the vendor and will not be recoverable from the City.
7. All proposals shall become the property of the City.

### **11.27 Intent of Award**

The Corporation reserves the right to make an award based on the following considerations:

Is the intention of the vendor clear from the Proposal documents?

Has the vendor made a conscientious attempt to comply with the requirements?

Are the best interests of the Corporation being served?

### **11.28 Limited Submissions Received**

In the event that the City receives less than three proposal submissions, the City, at its sole discretion, reserves the right not to proceed with the opening of the submissions and may delay / change the closing date and / or cancel the process as it deems appropriate.

## 12.0 EVALUATION OF PROPOSAL

At the close of the Proposal call, all Proposals will be evaluated by staff members from Planning, Design and Development and Purchasing Division will evaluate all Proposals. This team shall be referred to as the *Proposal Analysis Group*. Vendor selection will be based on the Vendor providing the greatest overall benefit to the City of Brampton and will include the Vendor's compliance in meeting the requirements.

The evaluation process will determine which proposal, if any, will result in an award.

All proposals shall become the property of the City of Brampton. All costs associated with the preparation of the Proposal will be the responsibility of the vendor and will not be recoverable from the City.

Proposals received on time will be reviewed. Vendors may be contacted to explain or clarify their Proposals; however, they will not be permitted to alter information as submitted. A Proposal that contains major irregularities (material to award or unfair if allowed) will be rejected outright. Acceptable offers (those with no major irregularities) will be reviewed.

Vendors may be requested to attend a meeting, clarify points, and show samples of previous successes. Scores will then be adjusted accordingly and the first ranked vendor determined.

References, credit checks, or any other type of information that will aid the City in its selection may be obtained. The City reserves the right to consider all or any information received from all available sources, whether internal or externally obtained.

The City reserves the right to reject proposals in accordance with the criteria/method outlined in the RFP in its sole and absolute discretion. The City reserves the right to select and retain the vendor it deems most appropriate for the work at its sole and absolute discretion.

Each proposal will be evaluated solely on its content. The Proposal Analysis Group will evaluate proposals based on the following criteria:

- Vendor Profile
- References
- Vendor Resources
- Proposed Approach and Methodology
- Work Program
- Cost

### **Step One Evaluation - Written Proposals:**

The *Proposal Analysis Group* will read, review and evaluate each Proposal and selection will be made on the basis of the criteria listed above and as depicted on the Proposal Evaluation scoring sheet contained herein. Scores shall be from 0 to 10 points in each of the evaluation criterion listed. The criterion point score shall be multiplied by the criterion weight to obtain a criterion score. Criteria scores shall be totaled for the Vendor's total score. The *Proposal Analysis Group* will then come together with their individual evaluation scores of each vendor to form a consensus evaluation score for vendors. Upon completion

of Step One evaluation, the *Proposal Analysis Group* will determine if Step Two Presentation will be required in order to determine the successful vendor.

If Step Two Presentations is required, Step One Evaluation scores will be used to create a short list of Vendor(s).

**Step Two – Presentations (Optional):**

As a part of the evaluation process, short listed vendor(s) may be required to make a formal presentation to the *Proposal Analysis Group* and other City Staff.

The intent of the presentation is to:

- Present the Vendor's Project Manager and other key personnel who will be assigned to the City of Brampton project;
- Clarify the City's understanding of the written proposal. Clarification may require written confirmation;
- Allow the *Proposal Analysis Group* to further assess the Vendor's ability to meet the City's business needs; and
- Verify the appropriateness of the evaluation of the written proposal and allow the *Proposal Analysis Group* to re-assess where necessary.

A Presentation will be booked with the short listed vendor(s). A schedule and agenda for the presentation will be made available to the Vendor(s) prior to this step of the evaluation process.

The *Proposal Analysis Group* will continue to evaluate the presentation using the same Proposal Evaluation Scoring Sheet as in Step One. The *Proposal Analysis Group* will revisit their consensus evaluation scores of each vendor and form a final consensus evaluation score for each vendor in order to arrive at a final ranking.

The top ranked Vendor which the City, in its sole discretion, deems to be best suited for this contract shall be notified and recommended for the contract award.

### 13.0 PROPOSAL EVALUATION SCORING SHEET

**Vendor:** \_\_\_\_\_

A	B	C	D	E
Criteria	Possible Points	Weight Factor	Points (0 to 10)	Independent Score (Points x Wgt)
1. Vendor Profile	0 1 2 3 4 5 6 7 8 9 10	10		
<i>Comments:</i>				
2. References	0 1 2 3 4 5 6 7 8 9 10	10		
<i>Comments:</i>				
3. Vendor Resources	0 1 2 3 4 5 6 7 8 9 10	20		
<i>Comments:</i>				
4. Proposed Approach & Methodology	0 1 2 3 4 5 6 7 8 9 10	35		
<i>Comments:</i>				
5. Work Program	0 1 2 3 4 5 6 7 8 9 10	20		
<i>Comments:</i>				
6. Cost	0 1 2 3 4 5 6 7 8 9 10	5		
<i>Comments:</i>				
<i>Total Score:</i>		<b>100</b>		

**Instructions to Evaluator:**

Complete a separate evaluation form for each proposal reviewed. Each criteria must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the comments section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified Vendor's proposal.

Committee Member (print): \_\_\_\_\_

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

Department: \_\_\_\_\_ Date \_\_\_\_\_

## 14.0 PROPOSAL EVALUATION RATING TABLE

<b><u>Rating</u></b>	<b><u>Description</u></b>
10 Excellent	Exceeds the requirements of the criterion in superlative beneficial ways.
9 Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the City's needs.
8 Good	Exceeds the requirements of the criterion but in a manner, which is not particularly beneficial to the City's needs.
7	Fully meets all requirements of the criterion.
6 Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas that are not critical.
5	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas that are not critical.
4 Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas, which are not critical.
3	Poor to Very Poor.
2 Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1	Very Poor to Unsatisfactory.
0 Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.



**The Corporation of the City of Brampton**  
***Certificate of Insurance***  
 NOTE: Insurance Company MUST have a minimum rating of: 'B+'  
 (A.M.Best); 'Baa' (Moody's); or 'BBB' (Standard and Poor's)

Purchasing  
 Division  
  
 Contract  
 # \_\_\_\_\_

**Proof of Liability Insurance will be accepted on this form only.**  
**\*\*IF A FACSIMILE HAS BEEN TRANSMITTED, THE ORIGINAL CERTIFICATE MUST FOLLOW\*\***

**This is to certify that the policies of insurance as described below have been issued  
 by the undersigned to the insured named below and are in force at this time.**

NAME OF INSURED		TELEPHONE NUMBER		AREA CODE	
		▷ (     ) -     -			
ADDRESS OF INSURED		CITY		POSTAL CODE	
TYPE OF INSURANCE	INSURANCE COMPANY	POLICY NUMBER	EFFECTIVE (YR./MO./DAY)	EXPIRY DATE (YR./MO./DAY)	LIMITS OF LIABILITY <small>BODILY INJURY &amp; PROPERTY DAMAGE - INCLUSIVE</small>
COMMERCIAL GENERAL LIABILITY					<b>\$1,000,000.00</b> PER OCCURRENCE
<input type="checkbox"/> UMBRELLA <input type="checkbox"/> EXCESS <input checked="" type="checkbox"/> PROFESSIONAL					\$1,000,000.00

Commercial General Liability - Occurrence Basis, Including Personal Injury, Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability     Yes     No    Limit \$ \_\_\_\_\_

<b>MOTOR VEHICLE LIABILITY</b>					
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**Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.**

THE CORPORATION OF THE CITY OF BRAMPTON has been added as an additional insured under the Commercial General Liability, but only with respect to the liability arising out of the operations of the Named Insured.

Should any of the above described policies be cancelled or materially changed so as to effect the coverage stated above, thirty(30) days prior written notice by registered mail (OR notification in compliance with the Statutory Conditions of OAP 1, Jan. 1, 2007 ed.) will be given by the insurer(s) to :

**The Corporation of the City of Brampton**  
**Attention: Director of Purchasing, Purchasing Division**  
**2 Wellington Street West, Brampton, Ontario L6Y 4R2**  
**Phone: 905-874-2290 Fax: 905-874-2299**

This certificate is executed and issued to the aforesaid Corporation of the City of Brampton, the day and date herein written below:

DATE	YR.	MO.	DAY	NAME OF INSURANCE COMPANY (not broker)
				AUTHORIZED REPRESENTATIVE OR OFFICIAL
NAME OF INSURANCE BROKER				BY:

**\*\* THIS FORM MUST BE COMPLETED & SIGNED BY YOUR INSURANCE BROKER \*\***

THE CORPORATION OF THE CITY OF BRAMPTON

PROPOSAL TERMS & CONDITIONS

SCOPE:

These Terms and Conditions form a part of each Proposal, and contract and apply to contracts for the purchase of materials, supplies, equipment and services.

Any contracts issued by the Corporation further to this Request for Proposal will bind the Vendor to the terms and conditions herein set forth, except as specifically qualified in the Special Provisions issued in connection with any individual proposal and except as negotiated between the City and the Vendor.

DEFINITIONS:

As used herein as well as in all specifications, request for proposals, proposals, awards, contracts, etc., issued by the Corporation, the following definitions shall apply, unless otherwise indicated.

CORPORATION: The Corporation of the City of Brampton.

DIVISION: The Purchasing Division of the Corporation of the City of Brampton.

AGENCY: Any City Department.

VENDOR: Any Individual, Firm, Company, or Corporation submitting a bid on a request for proposals issued by the Corporation.

REQUEST FOR PROPOSAL: The documents comprising an invitation to submit Proposals to furnish commodities or services for the Corporation.

PROPOSAL: The offer of a Vendor to furnish commodities or services in response to a Request for Proposal.

CONTRACT: The acceptance by the Corporation of a contract further to a Proposal by a Vendor to furnish commodities or services.

CONTRACTOR: Any Individual, Firm, Company or Corporation to whom a contract is awarded against a bid submitted.

1. PROPOSAL REQUIREMENTS

Vendors are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) The correct Proposal form, as supplied by the Corporation must be used and returned in the envelope provided, to the Purchasing and Materials Management Division, Second Floor, 2 Wellington Street West, Brampton, Ontario L6Y 4R2, on or before the specified Proposal Closing Date and Time. PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE CONSIDERED. THIS APPLIES TO PROPOSALS SENT BY MAIL OR DELIVERED IN PERSON. PROPOSALS RECEIVED BY FACSIMILE (FAX) WILL NOT BE CONSIDERED.

- b) All Proposals must be legibly written in ink or by typewriter and ALL REQUIRED ITEMS MUST BE COMPLETED, unless otherwise specified, with the unit price for every item and other entries clearly shown.
- c) The Proposal must not be restricted by a statement added to the Proposal form or a covering letter or alterations to the Proposal form provided by the Corporation (unless otherwise specified).
- d) Adjustments by telephone, telegram, facsimile (FAX) or letter to a Proposal already submitted will not be considered. A Vendor desiring to make adjustments to a Proposal must withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing time.
- e) The Official Envelope supplied by the Corporation must be used for bidding purposes without any extra exterior covering.
- f) The Vendor declares that the Proposal is NOT made in connection with any other Vendor submitting a bid for the same work and is in all respects fair and without collusion or fraud.

The Proposal form(s) must be signed in the space(s) provided on the form, with the signature of the Vendor or of a responsible official of the organization submitting a Proposal. If a joint Proposal is submitted, it must be signed on behalf of each of the Vendors and if the signing authority for both Vendors is vested in one (1) individual, he shall sign separately on behalf of each Vendor. In the case of an incorporated Company, the corporate seal must be affixed to the Proposal forms.

- 2. Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization submitting the Proposal.
- 3. All information required in the Proposal forms in connection with each item against which a Proposal is submitted must be given to constitute a valid Proposal.
- 4. INSURANCE REQUIREMENTS  
The Contractor covenants and agrees to carry such insurance as may be required by the Corporation, and to furnish satisfactory proof thereof when required by the Corporation within ten (10) days from the date of request.
- 5. GOODS AND SERVICES TAX  
The Corporation is required to pay the Goods and Services Tax on all goods, materials, labour, services and equipment. This tax must be shown separately and is not to be included in the unit prices.
- 6. ONTARIO RETAIL SALES TAX  
See Special Provisions, which form part of this document.
- 7. OMISSIONS AND DISCREPANCIES  
Should a Vendor find discrepancies prior to the closing date or omissions from the documents, or should he be in doubt as to their meaning, he should notify the Purchasing Agent as soon as possible, who may send a written instruction or an addendum to all Vendors.
- 8. WITHDRAWAL OF PROPOSAL PRIOR TO OPENING

A Vendor who has submitted a Proposal on a Request for Proposal may request that its Proposal be withdrawn (adjustments or corrections to Proposal submitted will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for this Proposal. Withdrawal requests may be directed to the official receiving the bids, by telegram, letter, facsimile (FAX) or in person. Telephone requests will not be considered.

Withdrawal requests received after the closing time will not be allowed. The party concerned shall be informed by letter that the withdrawal request arrived too late for consideration.

NOTE: The withdrawal of a Proposal does not disqualify a Vendor from submitting another Proposal on the same Request for Proposal prior to the specified Proposal closing time.

9. WITHDRAWAL OF PROPOSALS DURING A PROPOSAL OPENING

During a proposal opening, a Vendor may withdraw any of his remaining Proposals. Proposals withdrawn under this procedure cannot be reinstated.

If more than one Proposal is read out under the same name for the same Vendor, and no withdrawal notice has been received, the Proposal contained in the envelope bearing the latest date and time stamp shall be considered the intended Proposal. The first Proposal received shall be considered withdrawn and returned to the Vendor in the usual manner.

10. PROPOSAL OPENING

All Proposals will be opened publicly by the Proposal Opening Committee under the chairmanship of the Purchasing Agent. Vendors may be present or represented at Proposal openings.

After opening, all Proposals will be checked by City Officials for arithmetic errors, correct deposits, if required, and any other irregularities. If arithmetic errors are found in a unit price Proposal, the unit prices proposed shall govern and the extensions(s) and additions(s) shall be corrected accordingly. The lowest or any proposal need not necessarily be accepted.

11. UNBALANCED PROPOSAL

Each item in the Proposal sheet shall be reasonably priced for such item. Proposals that contain prices which appear to be unbalanced as to effect adversely the interest of the Corporation may be rejected.

12. SUBSTITUTES AND ALTERNATES

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict Vendors to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the commodity desired, but the commodity on which Proposals are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a Proposal on a commodity other than as specified, the Vendor must furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to Proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Corporation. If the Vendor does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Vendor proposes to furnish the exact commodity as described in the Request for Proposal.

13. SAMPLES

- a) All specifications are based on the minimum standards acceptable. Accepted samples do not supersede specifications for quality unless the sample is superior, in which case deliveries must have the same identity and quality as the accepted sample.
- b) Samples, when required, must be submitted strictly in accordance with instructions; otherwise the Proposal may not be considered. If samples are requested subsequent to the opening of Proposals, they shall be delivered within three (3) working days following the request unless additional time is granted.

Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Vendor desires their return, provided they have not been used or made useless by tests. Samples may be held for comparison with deliveries. Samples will be returned at the Vendor's risk and subject to his expense.

- c) When the Proposal indicates that an item to be purchased is to be an approved alternate or equivalent to a sample, such samples will be on display in the Section, unless another location is specified. Failure on the part of the Vendor to examine the sample shall not entitle him to any relief from the conditions imposed by the Request for Proposal.

14. AWARD

- a) The Corporation reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Request for Proposal, and to award contracts to one or more Vendors; to reject any and all Proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the Corporation will be served.
- b) The Corporation reserves the right to make awards within sixty (60) days from the date Proposals are opened, unless otherwise specified in the Request for Proposals, during which period the Proposal shall not be withdrawn unless the Vendor distinctly states in his Proposal that acceptance thereof must be made in a shorter specified time.
- c) A Vendor must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Request for Proposals.
- d) All things being equal, preference will be given to purchases firstly to supplies and services of local manufacturers, secondly to supplies and services offered by local suppliers and thirdly to supplies and services of Canadian owned companies.

15. CONTRACT

- a) Each Proposal will be received with the understanding that the acceptance in writing by the Corporation of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the

Vendor and the Corporation, which shall bind the Vendor on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted Proposal and specifications and PROPOSAL TERMS AND CONDITIONS, and the Corporation on its part to take delivery of and pay for the commodities at the contract prices, unless the contract is negotiated or the Vendor withdraws his Proposal.

- b) No alterations or variations of the terms of the contract shall be valid or binding upon the Corporation unless authorized in writing.
- c) It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm Company or Corporation without the previous written consent of the Corporation.
- d) The placing in the mail to the address given in his Proposal or delivery of a notice of award to a Vendor will constitute notice of acceptance of a Proposal. When so requested by the Corporation the Contractor shall execute a formal contract with the Corporation for the complete performance specified therein.
- e) The contract may be cancelled by the Corporation upon non-performance of contract terms or failure of the Contractor to furnish satisfactory performance security within the (10) days from date of request.
- f) Failure of the Contractor to deliver within the time specified or within reasonable time as interpreted by the Corporation, or failure to make replacements of rejected commodities when so requested, will constitute authority for the Corporation to purchase in the open market to replace the commodities rejected or not delivered. On all such purchases, the Contractor agrees to promptly reimburse the Corporation for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities.

However, should public necessity demand it, the Corporation reserves the right to use or consume commodities which are substandard in quality, subject to an adjustment in price to be determined by the Corporation.

- g) When commodities are rejected, same must be removed by the Contractor from the premises of the Corporation within forty eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of such rejected delivery, in which case the Corporation may take such action as it deems necessary.

Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the Corporation shall have the right to dispose of them as its own property.

- h) The Corporation reserves the right to remove from the list of Vendors, for an indeterminate period, the name of any Vendor or Contractor for unsatisfactory performance of contract.

16. CONTRACT GUARANTEE

Contractor hereby covenants and agrees:

- a) To perform the contract in accordance with the specifications under which the contract is awarded.
- b) To save the Corporation, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee or licensee.

- c) To guarantee his work against defective materials or workmanship and to replace any damage or marring occasioned in transit. This guarantee to be in writing with his Proposal stating period of guarantee.
- d) To furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other Contractors.
- e) To pay for all permits, licences and fees, and to give all notices and comply with all by-laws and regulations of the Corporation.

17. DELIVERY

- a) All bids shall be F.O.B. Destination, Brampton, Ontario unless otherwise noted on the Proposal forms.
- b) Any equipment delivered must be standard new equipment or material of the latest model except as otherwise specifically stated in the Proposal. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- c) Materials and supplies must be new items except as otherwise specifically stated in the Proposal.
- d) Delivery must be made as ordered and in accordance with the Proposal. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery. Burden of proof of delay in receipt shall rest with the Contractor.
- e) Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing materials or containers, the containers to remain the property of the Corporation unless otherwise stated in the Proposal.
- f) Where materials are furnished for a specified price per unit of weight, the Corporation reserves the right to require such materials to be weighed on scales designated by it, in which case payment shall be made on the basis of the net weight of the materials furnished.

18. INSPECTIONS & TESTS

- a) The inspection of commodities and the making of chemical and physical tests to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Corporation.
- b) Any material or work which fails in any way to meet the terms of the contract is subject to rejection or to be paid for on an adjusted price basis. The decision of the Corporation shall be final.
- c) All costs associated with the inspection or testing of any material or work shall be borne by the Contractor.

19. PAYMENT

- a) All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Commissioner or his authorized designate.

- b) Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required, will be withheld.
- c) All charges against the Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Contractor shall pay the City, on demand, the amount of such charges.

20. OCCUPATIONAL HEALTH & SAFETY ACT

- a) The successful Contractor, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful Vendor/Contractor has been referred to as the Contractor' in this and any other related document.
- b) (i) The Contractor acknowledges that he has read and understood the Occupational Health and Safety Act together with the Corporation's Health and Safety Policies and Procedures.
  - (ii) The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Corporation's Health and Safety Policies and Procedures.
  - (iii) The Contractor agrees to indemnify and save the Corporation harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Corporation's Health & Safety Policies and Procedures.
  - (iv) The Contractor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Corporation's Health and Safety Policies and Procedures and to ensure compliance therewith
  - (v) The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Corporation's Health & Safety Policies and Procedures whether by the Contractor or any of its sub-contractors may result in the Contractor and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Contractor by the Corporation.
  - (vi) The Contractor shall allow access to the work site on demand to representatives of the Corporation to inspect work sites to ensure compliance with the Occupational Health and Safety Act and the Corporation's Health and Safety Policies and Procedures.
  - (vii) The Contractor agrees that any damages or fines that may be assessed against the Corporation by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its sub-contractors will entitle the Corporation to set-off the damages so assessed against any monies that the Corporation may from time to time owe the Contractor under this contract or under any other contract whatsoever.
  - (viii) Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Contractor agrees that the provisions of this section will apply to the sub-contractor and the Contractor will enforce said provisions.

- c) The successful Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Ontario Material Health & Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- d) Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful Contractor shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

21. GENERAL INFORMATION

Where general information is contained herein, it should be noted that this general information supercede any of the foregoing Proposal Terms and Conditions.

**Flower City**



**brampton.ca**

**RFP2008-032**

**NOTICE OF NO BID**

It is important that the City of Brampton receive a reply from all invited bidders. There is no obligation to submit a tender, quotation or proposal; however, should you choose not to bid, completion of this form will assist the City in determining the type of goods or service you are interested in bidding on in the future. Failure to submit a Bid or Notice of No Bid may result in the removal of your Company from the City's List of Bidders.

Circle the number(s) indicating your reason for not bidding, or explain briefly in the space provided. It is not necessary to return any other portion of the bid document if you are **not** bidding. Please return the completed form in the enclosed return envelope or by fax to (905) 874-2299.

- 1) We do not offer this commodity/service
- 2) We do not manufacture/supply to this specification
- 3) Our schedule would not permit us to perform
- 4) Insufficient time to respond
- 5) We are unable to meet bonding requirements
- 6) We are unable to meet insurance requirements
- 7) Unable to bid competitively
- 8) Quantity/work too large
- 9) Quantity/work too small
- 10) Cannot meet delivery/completion requirements
- 11) Other reasons/additional comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 12) Remove our name from the City's List of Bidders

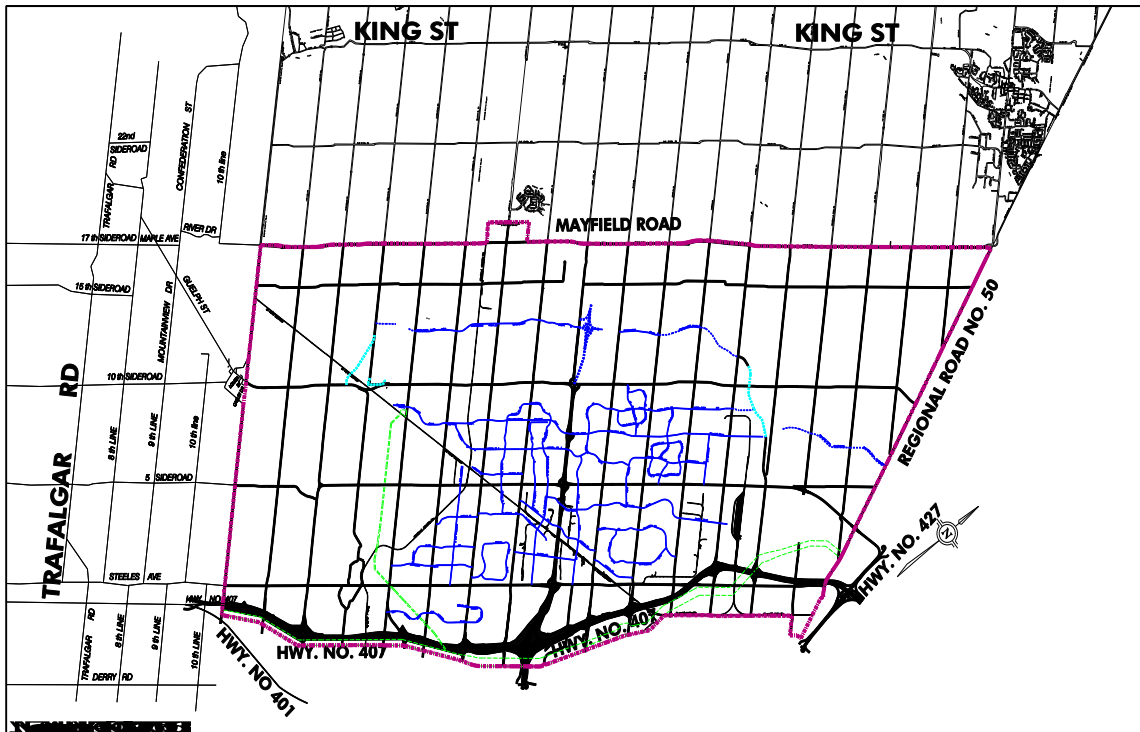
\_\_\_\_\_  
COMPANY NAME (print name)

\_\_\_\_\_  
COMPANY REPRESENTATIVE (print name)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

APPENDIX A



## APPENDIX B

### Relevant Transportation Studies

- York-Peel Boundary Area Transportation Study;
- Transportation and Transit Master Plan, 2004
- City of Brampton Official Plan, 2006
- Region of Peel Official Plan
- Acceleride Implementation Plan
- MoveOntario 2020 Plan
- Metrolinx Regional Transportation documents
- Halton-Peel Boundary Area Transportation Study (HPBATS)
- Peel-Highway 427 Transportation Master Plan Study
- Highway 50/427 Extension Area Arterial Road Network Study
- West-Central Peel Transportation Study;
- Northwest Brampton Transportation Infrastructure Study;
- Brampton Short-Term Road Improvement Priorities Study;
- Bram West Secondary Plan Transportation Study;
- Credit Valley Secondary Plan Transportation Study;
- Fletcher's Meadow Secondary Plan Transportation Study;
- Springdale Secondary Plan Transportation Study;
- Eastgate & Vales of Castlemore Secondary Plan Areas Transportation Study;
- Caledon Area Transportation Study
- Other relevant transportation studies that may be identified by the Steering Committee

## APPENDIX C

### Relevant Transit Studies

- ~ GO Transit 10-year capital plan.
- ~ Mississauga Transit Strategic Plan
- ~ York Region Transit Five-Year Service Plan
- ~ York Region Rapid Transit Initiative
- ~ GTSB short-term and long-term transit plan (Removing Roadblocks Report)
- ~ 403/407 Rapid Transit Initiative
- ~ Brampton, Mississauga & Peel Region HOV Plan(s)
- ~ The potential BRT and RBL connection on 410 between Bovaird and Mississauga Busway
- ~ Other relevant transit studies that may be identified by the Steering Committee