

Flower City



brampton.ca

June 2010

2 Wellington Street West
BRAMPTON, Ontario
L6Y 4R2

No. of Pages: 24

**REQUEST FOR FAX INFORMAL PROPOSAL
FROM
DAVID WATERS, MANAGER, LAND USE POLICY
PLANNING, DESIGN AND DEVELOPMENT
FAX: (905) 874-2099
TELEPHONE: (905) 874-2074
WEB: www.brampton.ca**

The City of Brampton is accepting informal proposals for the provision of all materials and labour necessary for:

**HIRING OF A PEER REVIEW CONSULTANT TO PROVIDE A PEER REVIEW ASSESSMENT
ON A TECHNICAL STUDY SUBMITTED IN SUPPORT OF
A QUARRY ZONING APPLICATION REVIEW FOR
THE PLANNING, DESIGN AND DEVELOPMENT DIVISION**

All in accordance with this document.

NOTES

1. If you are interested in submitting a proposal, please submit your proposal preferably on the attached Proposal Sheet. **Please return five (5) copies of your proposal to the City of Brampton's Planning, Design and Development Department, Third Floor, Brampton City Hall, 2 Wellington Street West, Brampton, Ontario, L6Y 4R2, NO LATER THAN 12:00:00 O'CLOCK P.M. (NOON) LOCAL TIME FRIDAY JULY 2, 2010.**
2. If your proposal is received after the date and time specified, the City of Brampton will have the option to either accept or reject your quotation depending on the status of the procurement requirement.
3. Where further information is requested throughout the proposal, this information forms part of the proposal and must be completed as requested.
4. This proposal is all in accordance with the City of Brampton's standard Proposal Terms and Conditions. If your firm does not have a copy it is available from Purchasing, Treasury Services Division or, on our website <http://www.brampton.ca/en/Business/Vendors/Pages/Terms-Conditions.aspx>.
5. The successful Peer reviewer hereby agrees to comply with the following with respect to all service work performed for the City of Brampton.
 - 1) Occupational Health and Safety Act, 1980 or the latest revision thereof.
 - 2) Commercial General Liability in an amount not less than \$1,000,000.00.
 - 3) Professional Liability Insurance in an amount not less than \$1,000,000.00.
 - 4) Workers' Compensation coverage

5) Statutory declaration.

6. If you have any questions, please contact **David Waters at (905) 874-2074.**

INTRODUCTION

The City of Brampton invites responsible, responsive peer reviewers to respond to this Informal Request for Proposal for consulting services to perform an operational review and develop recommendations for improvement for the Land Use Policy Division of the Planning, Design and Development Department.

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

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

The City intends to evaluate each proposal and award to a Peer reviewer whose Proposal, in the sole judgment of the City, most effectively meets the requirements of this RFP.

COMPETITION INTENDED

The City of Brampton's intent in this RFP is to permit competition. It shall be the Peer reviewer's responsibility to advise the Purchasing Agent in writing of any language, requirement, specification or any combination thereof, which inadvertently restricts, or limits the requirements stated in the RFP. The David Waters, Land Use Policy Manager must receive such notification by **no later than one (1) weeks prior to the closing date.**

The City expects that all Peer reviewers will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this contract.

TERMS OF REFERENCE

Terms of Reference: Peer review assignment for Transportation Assessment Zoning Application Review

The City of Brampton is seeks to retain the services of a consultant to peer review the visual assessment aspects related to a proposal for a new shale quarry near the Norval community in the north-west part of the City of Brampton (Region of Peel). The site is adjacent to the Town of Halton Hills (Region of Halton).

[Please see attached study area map]

Background

Brampton Brick has submitted a re-zoning application to the City of Brampton to rezone a 34.9 ha property to permit a shale extraction operation (requiring industrial zoning). The proposed operation would include a 9.35 ha extraction area, to be excavated in two phases, a separate stockpile area, and access from Winston Churchill Boulevard. The proponent has submitted a planning report and draft site plan and a number of technical reports, including a transportation assessment report prepared by Todhunter Associates in support of its application. An application under the Aggregate Resources Act (ARA) for a Category 2 Class "A" licence for a quarry operation involving extraction below the water table is proposed be submitted.

The site is currently identified in the Official Plan as North West Brampton Policy Area, North-South Corridor Protection Area and Shale Resource Area. The site is also within the Natural Heritage System of the Greenbelt Plan, 2005

The site is bisected by a perennial tributary to the Credit River, and also includes an area identified as an unevaluated wetland. A significant woodland has been identified along the valley of the tributary. The area is also a significant wildlife habitat and although unevaluated, the wetlands are a significant hydrological and natural heritage feature under the Greenbelt Plan. The proposal includes a crossing of the woodland and tributary to connect the excavation and stockpile areas.

The proposed quarry is within the Queenston Formation that is located in abroad band in the lower terraces north east of the Niagara Escarpment. This red shale is the primary raw material for brick manufacturing.

There is potential for the aggregate and / or planning applications to be the subject of an Ontario Municipal Board hearing.

The City has formed an Aggregate Review Committee comprising City Councillors and staff, and has also formed a Joint Aggregate Review Team (JART) comprising other affected agencies including the Ministry of Municipal Affairs and Housing, Ministry of Natural Resources, Region of Peel, Region of Halton, Town of Halton Hills, and Credit Valley Conservation. It is proposed that the City and JART will hold a number of Joint Public Information Meetings to assist the public to better understand the application and the results of the peer reviews.

An aggregate planning advisor, Mark Dorfman RPP, has been retained by the City to assist in coordinating the peer review and provide support to staff in the processing of the re-zoning application. The results of the peer review on the transportation assessment and the work other members of the

peer review team will contribute, will become an important resource to the City and the other JART agencies/stakeholders to guide decision making (where applicable) and formulate responses and on the zoning and ARA applications.

Requirements

The role of the transportation assessment peer reviewer is to ensure the completeness and accuracy of submitted technical information in this area of expertise, provide recommendations on the acceptability of the proposal and necessary mitigation or enhancements and provide input to the public consultation process. The peer reviewers will assist the JART in the evaluation of the application/studies and provide recommendations for additional work/studies of deficiencies in data collection and evaluation.

The Guideline Principles and Questions for Brampton Peer Reviewers are attached to provide a complete understanding of the approach to be undertaken in this peer review. Each peer reviewer is part of a team responsible to the City.

The Consultant will recommend a phased work plan that includes the following components as a minimum and provide details of a budget:

- Peer reviewers are encouraged to conduct windshield survey of the neighbourhood, to assess views of the site, in place of or, in addition to, one initial site visit. If required for further iteration, up to two site visits may be reasonable;
- Review the material, Transportation Assessment Report , provided by the Applicant against the policy framework (provincial, regional and area municipalities) and the requirements of the ARA, Ontario Aggregate Standards, the Provincial Policy Statement, the Planning Act, the Greenbelt Act and other relevant legislation and accepted best practices. A summary of Provincial, Regional and City planning policies is attached;
- The peer reviewer will evaluate the compliance of the technical report with applicable Provincial guidelines. The peer review will evaluate if the technical report is “complete” (The peer reviewers may identify the gaps in the supporting studies). The peer reviewer will assess whether the proposed mitigation measures (short term and long term) are satisfactory. Mitigation measures that are not considered in the original studies should not be proposed by the peer reviewers;
- Meetings and discussions between the applicant’s consultants and the City’s peer reviewers are not required prior to the completion of the preliminary peer review report. Interaction between the peer reviewer and the report/study author is to be “open”, allowing the peer reviewer the opportunity to ask questions and to request additional information for clarification once their preliminary review is complete. Any interaction will occur via email and will be documented. The need and scope of any meetings and discussions between the consultants will be determined by the City and the team;
- The City’s peer reviewers will be encouraged to interact to establish interlinkages and collaboration;
- Review a further iteration of the preliminary technical studies (assume one) to determine whether and how any deficiencies have been addressed by the applicant, and the acceptability of the applications;

- Cooperate with, and provide input, to City staff, JART members, the aggregate planning advisor and other experts and peer reviewers regarding technical findings and the proposed design and operation of the quarry, and attend technical and team meetings, as required. A minimum of five half-day meetings will be conducted;
- Provide presentations for two public forums and two City Planning, Design and Development Committee/Council Meetings and/or Brampton's Aggregate Review Committee as required and participate in other consultation meetings as required;
- Provide input to Council reports and written responses to the applications and supporting material;
- Participate in the consultation process set out in the Ontario Aggregate Standards;
- Provide a report detailing final conclusions on the technical study supplied by the Applicant. Three hard copies, and one digital copy, are required;
- Provide expert testimony at hearings under the Planning Act and / or Aggregate Resources Act if required. One or both of the applications may be heard before the Ontario Municipal Board. The Consultant should not include preparation for or attendance at hearings in the proposed budget, but should provide hourly rates per diem for those who would be involved in this work should involvement in hearings be required;
- Obtain approval from the City's Project Manager prior to proceeding with any work beyond the approved work plan and budget set.

Minimum Qualifications

- The successful peer reviewer shall provide information demonstrating experience and expertise in the area of transportation assessment.

PROPOSAL SUBMISSION REQUIREMENTS

In order to facilitate the review and evaluation of Proposal Submissions, Proposals should be structured according to the headings outlined below and must contain, at a minimum, the following information:

1. Successful Peer Reviewer Profile

The successful peer reviewer shall provide an introduction of the company to include, but not be limited to:

- 1.1 Company history – Proposal demonstrates that the peer reviewers core business includes organizational design and development and change management expertise,
- 1.2 Relevant experience –Any experience relating to the locality of the quarry proposal should be described. Successful experience as an expert witness will be seen as an asset,
- 1.3 Expertise – Proposal reveals Principal's peer reviewer(s) expertise in the appropriate technical report,
- 1.4 The peer reviewer must declare any potential conflicts of interest.

2. References

The successful peer reviewer will provide relevant company experience as follows:

- 2.1 Number of references – Proposal must include a minimum of three (3) references, of which two (2) must be from Public Sector/Municipality clients
- 2.2 Timing – Recent and current projects are of similar scope or magnitude
- 2.3 Completion requirements – Each reference shall include the following details:
 - 2.3.1 Name and size of project,
 - 2.3.2 Name of client organization,
 - 2.3.3 Contact name, title, address, telephone and fax number, email address,
 - 2.3.4 Duration of project,
 - 2.3.5 Brief description of project including completion within/under/over budget and time limit.

Any references that cannot be contacted after reasonable efforts are made will not be evaluated. If the Peer reviewer supplies a City of Brampton 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 Peer reviewer in order for the Proposal to be considered further. Peer reviewers should ensure that any references being provided have been notified of their inclusion as a reference prior to the closing of this RFP. 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. Peer reviewers are to include a published client list and include any letters of recommendation that may be appropriate to the scope of this RFP.

3. Project Plan and Methodology

All proposals must include a detailed description of the services to be provided for the project, including, but not limited, to the following:

- 3.1 Work plan –Schedule with a breakdown that includes time estimates (person-hours), associated costs and timelines for completion of each task and deliverable of the project, as well as a final completion date
- 3.2 Methodology – A proposed approach to ensure successful completion of project that includes all required elements as outlined in the scope

- 3.3 Communication – Project plan contains a comprehensive communication strategy that will effectively engage staff in the process
- 3.4 Reporting – Project plan provides details concerning:
 - 3.4.1 Regular status updates on project progress
 - 3.4.2 The preliminary review of the draft reports with City staff
 - 3.4.3 Final review of the completed reports with the appropriate City staff

4. Pricing

Peer reviewers shall provide a total all-inclusive cost to complete the work, including fees, disbursements and expenses. Peer reviewers shall also 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.

5. Peer reviewer Resources

Peer reviewers should provide detailed information about the resources to be used during the project to include (but not be limited) to the following:

- 5.1 Required information – Proposal identifies all Peer reviewer resources to be involved in the project, including the requested Proposal criteria. This will encompass designation of peer reviewers to be assigned, location the Peer reviewer will be traveling from, etc.
- 5.2 Resumes - Resource descriptions reveal the required experience and skill sets to effectively achieve project deliverables, such as research and analysis, consultation, facilitation, etc.
- 5.3 Support - Proposal includes additional Peer review support staff that will be in place to provide appropriate analysis, report writing, etc.
- 5.4 Resources – Proposal includes all resources available to work on the project with a resume of each person who will be providing the work. There shall be no substitution of personnel without prior written approval of the City's Project Manager.

6. City Resources

All proposals must include any requirements for City resources as follows:

- 6.1 Specific requirements - Details are outlined (time, role/activity) identifying specific City resources required
- 6.2 Availability – Peer reviewer requirements of City staff shall be within the resource availability of relevant staff

(TO BE RETURNED WITH PROPOSAL)

PROPOSAL SHEET

Description	Total Cost
Review of background documents/site visit/policies related to the technical report	\$
Attend initial meeting with the City and other peer reviewers	\$
Identification of any gaps/omissions operations	\$
Preparation and preliminary review of draft report with City staff	\$
Specific questions to report authors/ final edits	\$
Final review of completed report	\$
SUB-TOTAL	\$
+5% GST	\$
TOTAL ALL-INCLUSIVE PRICE:	\$

(TO BE RETURNED WITH PROPOSAL)

PROPOSAL SHEET (cont'd)

PER DIEM RATES

Daily Per Diem Staff Charge Out Rates (7.5 hour day)

STAFF	RATE	STAFF	RATE
	\$		\$
	\$		\$
	\$		\$
	\$		\$

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

The City reserves the right to award in whole or in part the right to add or delete from the award, if so desired.

Hourly Rate must include all administrative costs, travel expenses, disbursements, other materials, accommodations (if applicable) and all other costs with providing services.

The Hourly Rates must be held firm for the duration of the project.

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

All prices shall be in Canadian funds.

 NAME OF FIRM OR INDIVIDUAL (THE PEER REVIEWER)

 SIGNED BY (AUTHORIZED OFFICIAL)
 I/WE have the authority to bind the corporation.

 ADDRESS

 CITY, TOWN OR VILLAGE POSTAL CODE

 TELEPHONE NO. FAX NO.

7. EVALUATION OF PROPOSAL

At the close of the Proposal call, a committee (which includes City staff from Planning and other relevant departments) will evaluate all Proposals. This team shall be referred to as the Proposal Analysis Group. Peer review selection will be based on the Peer reviewer providing the greatest overall benefit to the City of Brampton and will include the Peer reviewer's compliance in meeting the requirements.

Proposals received on time will be reviewed. Peer reviewers 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.

Peer reviewers are encouraged to identify any value added services that are provided by their own standard business practices that complement the City's requirements and may be used as part of the evaluation process. These value added services, however, must be quoted in a separate proposal sheet.

Short-listed peer reviewers may be requested to attend a meeting, clarify points, and show samples of previous successes. Scores will then be adjusted accordingly and the top-ranked Peer reviewer 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 Peer reviewer it deems most appropriate for the work at its sole and absolute discretion.

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

Peer reviewer selection will be based on but not limited to the following criteria and not necessarily in the order shown below:

1. Peer reviewer Profile
2. References
3. Project Plan and Methodology
4. Pricing
5. Peer Reviewer Resources
6. City Resources

Step One - 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 below 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 peer reviewer's total score.

The Proposal Analysis Group will then come together with their individual evaluation scores of each Peer reviewer to form a consensus evaluation score for each criterion. Upon a final consensus evaluation score for Step One, the Proposal Analysis Group will determine if Step Two Presentations will be required in order to determine the successful Peer reviewer.

Step Two - Presentations (if required)

If Step Two is required, as a part of the proposal evaluation, short-listed peer reviewers may be required to conduct a formal presentation to the Proposal Analysis Group and other City staff to demonstrate all aspects of their written proposal submission to further assess the successful peer reviewers ability to meet the City of Brampton's business needs.

Presentations shall be held at the City of Brampton's premises. The Proposals Analysis Group may ask questions and may require clarification following the presentation.

The intent of the presentation is to:

- Present the Peer reviewer's Account Manager and other key personnel who will be assigned to the project;
- Clarify the Proposal Analysis Group's understanding of the written proposal. Clarification may require a written confirmation; and
- Verify the appropriateness of the evaluation of the written proposal and allow the Proposal Analysis Group to re-assess where necessary.

A schedule and agenda for the presentation will be made available to the Peer reviewers prior to this step of the evaluation process.

The Proposal Analysis Group will continue to evaluate the presentations using the same Proposal Evaluation scoring sheet as in Step One. The Proposal Analysis Group will re-visit its consensus evaluation scores of each Peer reviewers and then come together to form a final consensus evaluation score for each Peer reviewer, in order to arrive at a final ranking.

The Peer reviewer, which the City in its sole discretion, deems to be best suited for this contract shall be notified and will conduct all subsequent negotiations and will make a recommendation for the contract award.

EVALUATION SCORING SHEET

Peer reviewer: _____

Criteria	Maximum Points	Weight Factor	Points (0 to 10)	Independent Review (Points x Wgt)
1. Peer reviewer Profile	0 1 2 3 4 5 6 7 8 9 10	20		
Comments:				
2. References	0 1 2 3 4 5 6 7 8 9 10	5		
Comments:				
3. Project Plan and Methodology	0 1 2 3 4 5 6 7 8 9 10	35		
Comments:				
4. Pricing	0 1 2 3 4 5 6 7 8 9 10	20		
Comments:				
5. Peer reviewer Resources	0 1 2 3 4 5 6 7 8 9 10	15		
Comments:				
6. City Resources	0 1 2 3 4 5 6 7 8 9 10	5		
Comments:				
Total:		100		

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion 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 Peer reviewer's proposal.

Committee Member (please print): _____ Dept.: _____

Signature: _____ Date: _____

PROPOSAL EVALUATION RATING TABLE

RATING	DESCRIPTION
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.

GENERAL INFORMATION

1. Proposal Submission

Five (5) copies of the Proposal shall be submitted to the City of Brampton's Planning, Design and Development Department, Third Floor, Brampton City Hall, 2 Wellington Street West, Brampton, Ontario, L6Y 4R2, **NO LATER THAN 12:00:00 O'CLOCK P.M. (NOON) LOCAL TIME FRIDAY, JULY 2, 2010**, all in accordance with the attached Proposal Document.

2. Clarification

Any peer reviewers who have questions should contact:

David Waters, MCIP, RPP
Manager, Land Use Policy
Planning, Design and Development
City of Brampton
2 Wellington Street W, Brampton ON L6Y 4R2
Phone: 905-874-2074 Fax: 905-874-2099
David.Waters@brampton.ca

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. Peer reviewers are cautioned to secure clarification on the Proposal information PRIOR to submitting a Proposal.

During the proposal process, peer reviewers are cautioned not to contact other employees of the City of Brampton concerning this proposal. The only contact should be with the persons named in the proposal document.

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

3. 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. Such notifications and questions must be received by David Waters, the Land Use Policy Manager, (905-874-2074) no later than one week prior to the Closing Date.

4. Award

The award of this Proposal will be based upon the most qualified Peer reviewer 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 award this assignment and reserves the right to add or delete from the award, if so desired.

5. Response Format

Please follow the structure of this document in your proposal (i.e., use the same part, section, structure and identification). Peer reviewers are encouraged to provide further details that may demonstrate the excellence of their Proposal. Peer reviewers are encouraged to provide any additional information or innovative approach not specifically outlined in the context of this Proposal. All information is to be submitted on corporate letterhead, duly signed by an authorized official, and enclosed in the envelope provided.

6. Schedule

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 Peer reviewer, including, without limitations, any expenses incurred in the preparation of the submission.

The timing associated with this process will be as follows:

Event	Date
Release of RFP	June 14, 2010
End of Question Period	1 week prior to the closing date (June 25)
RFP Closing	Not Later Than 12:00:00 O'clock P.M. Local Time Friday July 2, 2010
Evaluation	July 5, 2010 - July 21, 2010
Contract Start Date	Immediately, following notification of award

7. Pricing

Prices shall remain firm for the duration of the contract.

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

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

All prices must be in Canadian dollars.

8. Acceptance Period

All proposals will be irrevocable, valid and open after the date and time of opening and are to remain open for acceptance for a period of one hundred and twenty (120) days.

9. Peer reviewer Contact

Please name one representative for all communication concerning the Request for Proposal process.

10. Supplemental Information

Subsequent to the formal closing of the Proposal, the City may request additional information about the Peer reviewer's Proposal by sending a signed fax inquiry to the Peer reviewer contact. The Peer reviewer 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 Peer reviewer response.

11. Peer review Incurred Costs

All costs incurred in the preparation and presentation of the Request for Proposal shall be wholly absorbed by the peer reviewer. All supporting documentation, technical information, details and manuals submitted with the Proposals shall become the property of the City of Brampton, it's Commissions and Boards.

Peer reviewers are advised that the information provided in this Proposal shall be at their own expense.

12. Third Party Peer reviewer consultants

Peer Reviewers must disclose the use of any third party consultant.

13. Freedom of Information

All information obtained by the Peer reviewer 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.

Peer reviewer 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.

14. Insurance Requirements

The Successful peer reviewer 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) **Comprehensive 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.

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 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.

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.

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.

- 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).

INDEMNIFICATION

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 arising out of the vendor's professional duties as contracted including demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the City in respect of any costs, expenses, loss, and reasonable legal fees, arising out of the vendor's professional duties 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.

15. 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 bid shall not relieve the vendor of the responsibility of providing the goods as aforesaid.

16. The Bidder declares that the Bid is NOT made in connection with any other Bidder submitting a Bid for the same work and is in all respects fair and without collusion or fraud. If the City discovers there has been a breach of this requirement at any time, the City reserves the right at its sole discretion to disqualify the bid or to terminate any ensuing Agreement.

17. Conflict of Interest

Vendors 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 its discretion, refuse to consider the Proposal. If during the Proposal evaluation process or the negotiation of the contract, the Vendor is retained by another client giving rise to a potential conflict of interest, then the Vendor will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest.

18. 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. The City shall pay all reasonable costs incurred by the Vendor up to the date of termination. However, in no event shall the Vendor be paid an amount that exceeds the price bid for the work performed. The Vendor 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 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 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 reprocurring and completing the work.

19. Vendor Performance

If the vendor fails to perform any substantial part of the work, the City may cancel the contract and assert a right to compensation for breach of Contract.

20. 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?

21. 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.

22. In the event that the City receives less than three responsive 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.

23. Proposal Evaluation

At the close of the Proposal call, all Proposals will be evaluated.

The City, at its sole discretion may negotiate any aspect of any Proposal with one or more of the vendors at any time.

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.

All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.

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.

All costs associated with the preparation of the Proposal will be the responsibility of the vendor and will not be recoverable from the City.

All proposals shall become the property of the City.

24. Selection Criteria

The City may select a Proposal, which can satisfy the requirements of the Proposal in a practical manner with assured project management and control. The selection will be based on but not limited to the following criteria, and not necessarily in the order shown below:

1. The vendor's financial capabilities.
2. The vendor's understanding of the City's requirements for services.
3. The vendor's demonstrated ability to carry out the work including qualifications & affiliations.
4. The vendor's relevant and successful experience in carrying out similar projects.
5. History of the firm or firms involved in the project (names and experience of key individuals involved is required with submission).

26. The City of Brampton reserves the right to award this procurement in whole or in part and reserves the right to add or delete from the award, if so desired.

Vendors must bid on all items. Partial bids will not be accepted.

27. Vendor Responsibility

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

- a. The ability, capacity, and skill of the bidder to perform the service required.
- b. Whether the bidder 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 bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with the laws relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder 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 bidder 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.

28. Right to Audit Clause

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.

29. Harmonized Sales Tax

Taxes are to be applied to the prices submitted as specified in the relevant sections of the call document or in the Price Schedule provided in the call.

Taxes for the supply and delivery of materials/goods are shown as additional separate charges. Taxes for construction services and real property improvements/services where the applicable Provincial Sales Tax is currently embedded in the price quoted (GST extra) are bound by the following:

Changes in taxes applicable to the lump sum bid prices and/or unit prices, due to the introduction of the new Harmonized Sales Tax ("HST"), are anticipated to take effect starting July 1, 2010.

Assuming these tax changes are implemented as scheduled, lump sum bid prices and/or unit prices will be adjusted to account for the tax change by deletion of the PST from prices and by payment of the HST based on the applicable legislation as required.

For purchases of material for real property services/repairs/construction made after the HST is implemented, any cost savings that results to the Contractor as a result of being able to claim the full HST amount as an input tax credit must be passed on to the City. The Successful Vendor or Contractor shall provide the City with detailed documentation, as requested by the City at any time, supporting: (1) adjustments to the prices to deduct the PST and add the HST and (2) calculations of the cost savings noted above. Contract payments, pertaining to services performed on or after July 1, 2010, will not be made without the necessary documentation requested by the City.

This section applies notwithstanding anything to the contrary in the Contract Documents.

30. Automatic Payment

The City of Brampton prefers to pay by electronic payment as the preferred method of payment. The Successful Vendor shall be requested to complete the Accounts Payable direct Deposit Set-Up Form.

31. Inclusive Customer Service

The City has approved an Inclusive Customer Service Policy which affirms the principles detailed in the *Accessibility Standards for Customer Service*, O. Reg. 429/07, and which outlines the City's commitment to inclusive customer service by providing barrier-free access to all goods, services, information and resources.

In keeping with O. Reg. 429/07 and the City's Inclusive Customer Service Policy, the Vendor shall be responsible for carrying out each service interaction in a manner that positively reinforces customer service excellence by treating each customer with dignity and respect, and by exercising care and attention to individual needs.

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

1. provide training to all personnel who will be delivering goods or services to the City or on behalf of the City, at a minimum, by providing a copy of the "Inclusive Customer Service Resource Manual for Vendors" as provided by the City on its Website at <http://www.brampton.ca/en/City-all/Accessibility/Pages/Vendors.aspx>, to all such personnel and requiring them to review the same before commencing any work for the City;
2. maintain a record of all training provided; and
3. furnish to the City upon request, within ten business days, information regarding the method of training provided, the date on which training was provided, and the number of personnel trained.

Note that further training may be required from time to time should the City's Inclusive Customer Service Policy be amended.



The Corporation of the City of Brampton Certificate of Insurance

*Purchasing
 Division*

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

**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 & PROPERTY DAMAGE - INCLUSIVE</small>
COMMERCIAL GENERAL LIABILITY					\$1,000,000.00 <i>PER OCCURRENCE</i>
<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 \$ _____

MOTOR VEHICLE LIABILITY					
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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)
NAME OF INSURANCE BROKER	AUTHORIZED REPRESENTATIVE OR OFFICIAL BY:

***** THIS FORM MUST BE COMPLETED & SIGNED BY YOUR INSURANCE BROKER ***** Revised 2007-10

Flower City



brampton.ca

(TO BE RETURNED TO DAVID WATERS)

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 (PRINTED)

PRINT NAME

DATE

SIGNATURE