



CAMBRIAN  
COLLEGE

**Request for Proposal**  
***Consultant Service for Road***  
***Improvement***  
**RFP 12-005**

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<b>Issued:</b>	January 30, 2012
<b>Site Visit:</b>	February 13, 2012 10:00:00 a.m. (Local time)
<b>Closing Date:</b>	February 28, 2012
<b>Closing Time:</b>	3:00:00 p.m. (Local Time)
<b>Closing Location:</b>	Purchasing Services, Room 4037 1400 Barrydowne Sudbury, ON P3A 3V8

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## **Article 1 – Background & Statement of Requirements**

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### **Part A – Definitions**

#### **1.1 Definitions**

The following definitions apply:

- (a) **“Eligible Proposal”**, as such term appears in Article 3 (Evaluation Process), means a Proposal that meets or exceeds the requirements for a phase of the evaluation process and is allowed to proceed to the next phase;
- (b) **“Preferred Proponent”** means the highest-ranked Proponent(s) that the Purchaser has identified as the top-ranked Proponent(s) in accordance with the evaluation process;
- (c) **“Proponent”** means an entity that submits a Proposal in response to this RFP and, in respect of the period prior to the RFP Closing Time, as the context may suggest refers to a potential Proponent;
- (d) **“Proposal”** means all of the documentation submitted by a Proponent in response to the RFP, which has been accepted by the Purchaser;
- (e) **“Purchaser”** means Cambrian College, and which is the purchasing authority pursuant to this RFP;
- (f) **“Request for Proposal”** or **“RFP”** means a procurement document used to competitively solicit Proposals for the particular goods or services stated in this document;
- (g) **“Days”** means calendar days unless otherwise stated

#### **1.2 Rules of Interpretation**

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neutral genders include all other genders.
- b) Words in the RFP shall bear their natural meaning.
- c) References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- d) In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

- e) Unless otherwise indicated, time periods will be strictly construed.
- f) The following terminology applies in the RFP:
- (i) Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or “the Proponent shall”, as the case may be;
  - (ii) The term “should” relates to a requirement which the Purchaser would like the Proponent to address in its Proposal; and
  - (iii) The term “will” describes a procedure that is intended to be followed.

## **Part B – Background**

### **1.3 Background**

This Request for Proposal is issued by Cambrian College (the “Purchaser” or “College”).

Cambrian College in Sudbury, Ontario, has been a leading postsecondary institution in Northern Ontario since its first classes were held in 1967. The College has a vibrant community of more than 14,000 learners – over 4,500 students in 80 full-time programs, plus over 9,500 students in almost 900 part-time courses/programs. It offers programming at three campuses and serves a student population that is reflective of the rich diversity of today’s global workplaces. Cambrian College also has specialized programming for those who are interested in corporate training, co-operative education, or dual credits that can provide secondary students with both high school and college credits.

For more information, visit [www.cambriancollege.ca](http://www.cambriancollege.ca).

#### **Mission:**

In all that we do and all that we offer, you will find that:

- **We lead** with our commitment to diverse learners.
- **We teach** and learn through quality education that responds to the needs of the community.
- **We balance** hands-on experience with the knowledge and skills essential for personal and professional success.

## **Part C – Invitation & Statement of Requirements**

### **1.4 Invitation**

Cambrian College is seeking Consultant Services from Qualified Civil Engineering Firms to design the final engineering drawings for services to support development of new residences at Cambrian College as per **Schedule G**. Cambrian College is building 100 units of residence to accommodate a total 400 students in a staged process over the next few years. The design work must be planned for the maximum number of residency that of 400 students.

In general, the scope of this assignment will be to undertake the consulting services for Phase 1 and Phase 2 of the Public Tendering process.

- Phase 1: Consulting Services for design and drawings of the services required.  
Phase 2: Consulting/Supervision to ensure the contractor installs the services as specified.

The College is requesting a separate price to complete each phase as per Schedule F.

## **1.5 Statement of Requirements**

### **1.5.1 Electrical**

The successful consultant will be responsible for designing the electrical requirements for the residence and street lighting along the access road to construction site.

### **1.5.2 Sanitary and Storm Sewer**

The successful consultant will be responsible for designing all sanitary/storm sewer and developing overall sanitary/storm drainage plan including sizing all sewers and obtaining the necessary permits.

### **1.5.3 Potable Water**

The successful consultant will be responsible for designing potable water requirements and extension including sizing all water-mains and obtaining the necessary permits.

### **1.5.4 Gas Line**

The successful consultant will be responsible for designing and obtaining permits for Gas Line connection and extension.

## **1.6 Insurance & WSIB**

The Preferred Bidder must provide certificates of insurance and WSIB in accordance with the College's minimum requirements set out below before the Contract is executed.

### **MINIMUM COVERAGE:**

1. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and/or aggregate combined limits \$5,000,000. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form Property Damage; (E) Waiver of Subrogation in favour of Cambrian College of Applied Arts and Technology; (F) Employees as additional insured; (G) Cross liability clause; (H) all non-owned automobile liability.
2. Motor Vehicle Liability Insurance, including Ontario No-Fault Coverage, with limits of liability of not less than \$ 2,000,000 per occurrence. Bodily Injury and Property Damage Coverage shall include all owned vehicles, and all hired vehicles.
3. Workers' Safety Insurance Board coverage in accordance with all applicable Statutes of the Province of Ontario.

## 1.7 Mandatory Site Visit

DATE: February 13, 2012 at 10:00:00 (Local)

LOCATION: Leaving from Room 1422, Cambrian College 1400 Barrydowne Road, Sudbury

There will be a walkthrough of the proposed work areas. The purpose of the site tour is to tour the project site, brief the bidders on safety, security, sequencing of the Work in occupied areas, and the Work.

### Examination of Site:

- a) All bidders, whether general contractor bidders or subcontractor bidders, shall visit the site and building and become familiar with all existing conditions which may affect the Work.
- b) No claim for additional cost will be entertained from the contractors' and subcontractors' failure to take into consideration all existing conditions, which are reasonably apparent.

NOTE: Parking will not be reimbursed. The cost is between \$1-2 per hour.

The site visit is not an opportunity for Bidders to have questions answered but will be merely a showing of the site and existing conditions. In accordance with section 2.4 Clarifications and Questions, Bidders are encouraged, however, to submit written questions in connection with the site-visit. Bidders shall not rely on oral statements provided during the site-visit. Oral statements will not be binding or legally effective.

Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Interested Bidders should advise their intent to attend the site-visit by email to [purchasing@CambrianCollege.ca](mailto:purchasing@CambrianCollege.ca)

Where a mandatory site meeting has been arranged, bid submissions will be considered from only those Bidders who have attended and signed in at the site meeting.

## 1.8 Type of Agreement

The successful proponent will undertake the role of the Contractor as per CCDC 2 2008 requirements, as amended by the supplementary conditions ("Contract") (email: [purchasing@CambrianCollege.ca](mailto:purchasing@CambrianCollege.ca) for supplementary conditions), having overall responsibility for the delivery of the Work. The Agreement will be signed on or around March 9, 2012, and no obligation on the part of any Purchaser shall arise until such time as the Agreement is signed (provided that the terms of Contract A shall apply between the Purchaser and each compliant Bidder). It is expected that the Contract be signed as presented in this RFP; however, the College reserves the right to negotiate changes before execution of the Contract with the Preferred Bidder. If the Bidder submits its own terms and conditions, the College reserves the right to reject the Bidders Bid, as it will be considered a counteroffer.

## **Part D – Proposal Submission Contents**

### **1.9 General**

Proponents shall submit one (1) original and three (3) copies in a sealed envelope as per Section 2.6. The Proponent should submit an electronic version on a disk or USB storage device.

### **1.10 Proposal Content Requirements**

Proposals will be evaluated on the basis of all information provided by the Proponent. Each Proposal will be reviewed to determine if the Proposal is responsive to the mandatory submission requirements outlined in the RFP.

To evaluate each Proponent's capability for completing the project, the Proponents' Proposal should provide detailed responses to each of the following requirements in the following order:

- 1. Company Overview** – provide a cover letter detailing your understanding of the project and an overview of your company.
- 2. Experience and Qualifications** – detail the experience of the firm and qualifications of each person who will be working on the project. Include past experience of projects that have been designed and supervised.
- 3. Responses to Requirements** – provide detail response to all requirements listed in Section 1.5. Ensure that detailed information is provided.
- 4. Schedule** – provide a detailed schedule charting the following milestones:
  - Analysis – Design Questionnaire
  - Draft Design and Revision
  - Final Design
  - Consulting and Supervision Services of Construction
- 5. Cost** – provide a stipulated price for your proposed solution. Include a breakdown for each major cost components (e.g. design drawing, consulting/supervision and hourly rate of the personnel who are involved in this project)
- 6. Mandatory Submission Requirements** – Include all schedules listed in Schedule D.

### **1.11 Legal Actions**

The Proponent must disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party, which may have an impact on the service proposed by the Proponent.

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## **Article 2 – RFP Terms and Procedures**

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### **Part A – Procedure**

#### **2.1 RFP Coordinator**

##### **2.1.1 Contact Information**

All communications regarding any aspect of this RFP must be directed to the RFP Coordinator:

Name: Santosh Mishra  
Title: Senior Buyer  
Address: 1400 Barrydowne Road, Sudbury, ON P3A 3V8  
Phone #: 705-566-8101 x. 7213  
Facsimile #: 705-524-7302  
E-mail address: [purchasing@cambriancollege.ca](mailto:purchasing@cambriancollege.ca)

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator shall be disqualified from the RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- (a) any employee or agent of the Purchaser (other than the RFP Coordinator);
- (b) any employee or agent of any Purchaser;
- (c) any member of the Evaluation Team;
- (d) any expert or advisor assisting the Evaluation Team;
- (e) any member of the Board of Governors, Board of Directors, or Board of Advisors of the Purchaser;  
and
- (f) any elected official of any level of government, including any member of the staff or any advisor to any elected official.

##### **2.1.2 Notice**

Proponents are advised that from the date of issue of the RFP through any award notification,

- (a) only the RFP Coordinator is authorized by the Purchaser to amend or waive the requirements of the RFP pursuant to the terms of this RFP;
- (b) as noted above, Proponents must not contact any, officer, governor, director, employee or agent of the Purchaser or any Purchaser (except for the RFP Coordinator), unless instructed to do so in writing by the RFP Coordinator;
- (c) Proponents must not contact the user departments regarding this procurement, even if they have an existing contract doing the same or similar services and are performing Work in the area of the end user;

- (d) under no circumstances shall a Proponent rely upon any information or instructions from the Purchaser, including any officer, governor, director, employee or agent unless the information or instructions are provided in writing by the RFP Coordinator; and
- (e) neither the Purchaser nor any of its end users, officers, governors, directors, employees or agents shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

## 2.2 RFP Tentative Schedule

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	January 30, 2012
Receipt Confirmation Schedule Submitted	February 6, 2012
Mandatory Site Visit	February 13, 2012
Questions to be submitted in Writing (see Section 2.4.1 (Proposal))	February 17, 2012
Addenda Deadline (see Section 2.4.3 (Issued Addenda))	February 21, 2012
RFP Closing Time	February 28, 2012 3:00:00 (Local Time)
Review of Mandatory Requirements	February 29, 2012
Evaluation of General Requirements	February 29, 2012
Presentations (if applicable)	March 6, 2012
Verification of References of Preferred Proponent	March 8, 2012
Discussions with Preferred Proponent (if applicable)	March 8, 2012
Anticipated Agreement Start Date	March 14, 2012,
Notification to Unsuccessful Proponents	Once Contract has been executed

- (a) The above timelines are subject to change at the sole discretion of the Purchaser and in accordance with this RFP. In the event a change is made to any of the above dates, the Purchaser will issue an addenda in the same manner that the original RFP was sent.
- (b) The Purchaser may amend any timeline, including the RFP Closing Time, without liability, cost or penalty, and within its sole discretion.
- (c) In the event of any change in the RFP Closing Time, the Proponent shall thereafter be subject to the extended timeline.

## 2.3 Information

### 2.3.1 Proponent to Review

Every Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

### 2.3.2 Proponent to Notify

In the event that a Proponent has any reason to believe that any of the conditions listed in Section 2.3.1 (Proponent to Review) exist; the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify for the benefit of all Proponents.

Proponents shall not:

- (a) after submission of a Proposal, claim that there was any misunderstanding or that any of the conditions set out in Section 2.3 (Information) were present with respect to the RFP;

or

- (b) claim that the Purchaser is responsible for any uncertainty, inconsistency, error, omission, or ambiguity in any part of the RFP.

## **2.4 Clarification and Questions**

### **2.4.1 Proposal**

The following apply regarding any request for clarification of any aspect of the RFP:

- (a) Proponents must submit requests for clarification by fax, email, courier, delivery, or mail to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator;
- (b) In submitting a request for clarification, a Proponent must include its address, telephone number, facsimile number and email address;
- (c) Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page; and
- (d) Requests for clarification must be submitted at least 7 Days prior to the RFP Closing Time.

### **2.4.2 Questions and Answers**

The Purchaser will provide Proponents with written responses to questions that are submitted in accordance with Section 2.4.1 (Proposal), subject to the provisions of this Section. Questions and answers will be distributed in numbered Addenda to Proponents which returned Schedule B – Receipt Confirmation Schedule B. In answering a Proponent’s questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion,

- (a) edit the question(s) for clarity;
- (b) exclude questions that are either unclear or inappropriate, and
- (c) answer similar questions from various Proponents only once.

Any answer that is intended to result in any change to any aspect of the RFP will be formally evidenced through the issue of a separate Addendum for this purpose.

### **2.4.3 Issued Addenda**

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be emailed to all Proponents that have submitted a Receipt Confirmation Schedule at least 6 Days prior to the RFP Closing Time, unless it is an Addendum that

extends the RFP Closing Time. Any amendment or supplement to the RFP made in any other manner will not be binding on the Purchaser.

## 2.5 Receipt Confirmation

Proponents are requested to complete and return either by facsimile or by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

## 2.6 Proponent's Proposal

### 2.6.1 General

To be considered in the RFP process, a Proponent's Proposal must be received by **3:00:00 p.m. Local Time on February 28, 2012** (the "RFP Closing Time"), in a sealed package and should bear the Proponent's name, return address, and RFP #12-005, and addressed to:

Attention: RFP Coordinator  
Cambrian College  
Purchasing Services, Room 4037  
1400 Barrydowne Road  
Sudbury, ON P3A 3V8

Proposals received after the RFP Closing Time shall not be considered and shall be returned to the Proponent unopened, at the cost of the Proponent. Each Proponent is responsible for the actual delivery of its Proposal to the address and location listed above, regardless whether delivery of the Proposal to the required location has been assumed by a courier, delivery service, Canada Post or any employee or agent of the Purchaser.

Proposals transmitted by facsimile or sent by any other electronic means shall **not be considered**. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, any notice, Proposal, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

Proposals are to be submitted in English only, and any Proposal received by the Purchaser that is not entirely in English may be disqualified.

### 2.6.2 Receipt

Every Proposal received will be stamped at the location referred to in Section 2.6.1 (General) before the RFP Closing Time and a receipt will be provided, if required by the Proponent.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by the RFP Closing Time.

## 2.7 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice received by the RFP Coordinator.

## **2.8 Amendment of Proposal**

A Proponent may amend its Proposal after Proposal, but only if the Proposal is amended and resubmitted before the RFP Closing Time. The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

## **2.9 Completeness of Proposal**

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirements that may be identified by the Proponent after the RFP Closing Time or subsequent to signing the Agreement shall be provided at the Proponent's expense.

## **2.10 Proponent's Proposals**

All Proposals shall become the property of the Purchaser and will not be returned to the Proponents.

## **2.11 Acceptance of RFP**

By submitting a Proposal in response to this RFP, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms and conditions contained in its Proposal.

## **2.12 Amendments to the RFP**

Subject to Section 2.2 (RFP Tentative Schedule) and Section 2.4.3 (Issued Addenda), the Purchaser shall have the right to amend or supplement this RFP in writing prior to the RFP Closing Time. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda in order to ensure it has captured all requirements of this RFP.

## **2.13 Clarification of Proponent's Proposal**

The Purchaser shall have the right at any time after the RFP Closing Time, to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent. The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the Proposal in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Proposal, in the Purchaser's sole discretion.

## **2.14 Verification of Information**

The Purchaser shall have the right, in its sole discretion, to

- (a) verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable; or

- (b) access the Proponent's premises where any part of the service is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability. The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information.

## **2.15 Proposal Acceptance**

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price and financial considerations constitute an element of the evaluation process, several other considerations are to be taken into account in evaluating the Proposals, as is set out in Article 3 (Evaluation Process).

## **2.16 Substantial Compliance**

The Purchaser shall be required to reject Proposals which are not substantially compliant.

## **2.17 No Publicity or Promotion**

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal to provide accurate information and/or to rectify any false impression which may have been created.

## **2.18 Debriefing**

Not later than 60 days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator requesting a debriefing from the Purchaser, and the Purchaser shall conduct such debriefing in accordance with the requirements of the Ministry Board of Cabinet (MBC) Procurement Directives. Any request that is not timely received will not be considered and the Proponent will be notified in writing.

Proponents should note that, regardless of the time of a request by a Proponent, debriefings will not be provided until such time as a contract award notification has been posted.

## **2.19 Bid Protest Procedure**

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Purchaser within 10 Days from such a debriefing. Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- (a) A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- (b) A specific description of each act alleged to have breached the procurement process;

- (c) A precise statement of the relevant facts;
- (d) An identification of the issues to be resolved;
- (e) The Proponent's arguments and supporting documentation; and
- (f) The Proponent's requested remedy.

## **Part B - Additional Terms**

### **2.20 Confidentiality**

#### **2.20.1 Confidential Information of the Purchaser**

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal

- (a) remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser;
- (b) must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser;
- (c) must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and
- (d) must be returned upon request by the Purchaser.

#### **2.20.2 Confidential Information of the Proponent**

Except as provided otherwise in this RFP, or as may be required by Applicable Law, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, a Proponent shall not require that the Purchaser, or any of its representatives or agents, execute a confidentiality agreement. In the event that a Proponent refuses to participate in any required step of the RFP (such as an oral presentation or demonstration) because the Purchaser has refused to execute any such confidentiality agreement, the Proponent shall receive no points for the particular step in the evaluation process in respect of which the Proponent has refused to participate.

#### **2.20.3 Proponent's Proposal**

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

#### **2.20.4 Personal Information**

(a) Proposal of Information

The Proponent should not submit as part of its Proposal any information related to the Proposals or experience of persons who will be assigned to provide services unless specifically requested. Unless so requested, any such information, whether in the form of resumes or other documentation, will be returned to the Proponent or destroyed by a professional company that routinely provides document destruction services for the Purchaser and will not be used in the evaluation process. Should the Purchaser subsequently request such information from the Preferred Proponent during the process to finalize any Agreement that may be awarded from this RFP, the Purchaser will treat this information in accordance with the provisions of this Section.

(b) Use

Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the service performed is consistent with these Proposals.

(c) Consent

It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

#### **2.20.5 Non-Disclosure Agreement**

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

#### **2.21 Freedom of Information and Protection of Privacy Act**

The Freedom of Information and Protection of Privacy Act, 1990 (Ontario) applies to information provided to the Purchaser by a Proponent. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to the Purchaser's Evaluation Team for the purpose of evaluating or participating in the evaluation of their Proposals.

By submitting any Personal Information requested in this RFP, Proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. If a Proponent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the RFP Coordinator in accordance with Section 2.4 (Clarification and Questions).

## 2.22 Intellectual Property

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to logos, registered trademarks or trade names of the Purchaser, at any time without the prior written approval of the Purchaser.

All deliverables, documentation, services and intellectual property rights of any kind derived and/or developed pursuant to this RFP shall remain the exclusive property of the Purchaser.

Requests to present data or publish or present papers derived from service pursuant to this RFP in any type of publication, journal or professional conference must be made to the Purchaser and prior approval must be obtained in writing from the RFP Coordinator.

## 2.23 Rights of the Purchaser – General

In addition to any other express rights or any other rights which may be implied in the circumstances, the Purchaser reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification or the Proposal of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or Proposal of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- (c) waive formalities or elements of non-compliance and accept Proposals which substantially comply with the requirements of this RFP, in the Purchaser's sole discretion;
- (d) verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.14 (Verification of Information);
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- (g) disqualify a Proposal where the Proponent has previously breached a contract with the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser;
- (h) disqualify any Proposal of any Proponent who has breached any applicable laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;

- (j) accept or reject a Proposal if only one Proposal is submitted;
- (k) select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser;
- (l) cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
  - (i) the Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement;
  - (ii) the Proposal prices exceed the bid prices received by the Purchaser for Services acquired of a similar nature and previously done service;
  - (iii) the Proposal prices exceed the costs the Purchaser would incur by doing the service, or most of the service, with its own resources;
  - (iv) the Proposal prices exceed the funds available for the Goods and/or Services; or
  - (v) the funding for the acquisition of the proposed Goods and/or Services has been revoked, modified, or has not been approved;

and where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons for any such cancellation, and the Purchaser may thereafter issue a new request for Proposals, request for Proposals, sole source or do nothing;

- (m) discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
- (n) reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser;
- (o) award the work in whole or in part

By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

## **2.24 Rights of the Purchaser – Preferred Proponent**

In the event that the Preferred Proponent fails or refuses to execute the Agreement within 15 Business Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion,

- (a) extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions;
- (b) exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents; and

- (c) exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP or issuing a new RFP for the same or similar goods and services.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licenses, consults, or authorizations required pursuant to this RFP.

### **2.25 Proponent's Costs**

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in

- (a) the preparation, presentation and Proposal of its Proposal;
- (b) the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- (c) the conduct of any due diligence on its part, including any information gathering activity;
- (d) the preparation of the Proponent's own questions prior to the RFP Closing Time; and
- (e) any discussion and/or negotiation, if any, in respect of the Agreement.

### **2.26 No Liability**

The Proponent agrees that:

- (a) Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- (b) It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis; and
- (c) It shall not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFP. The Proponent further agrees that if the Purchaser commits a material breach of this RFP (that is a material breach of Contract A), the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate.

### **2.27 Assignment**

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

**2.28 Entire RFP**

This RFP, addendums and all Schedules form an integral part of this RFP.

**2.29 Priority of Documents**

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

**2.30 Governing Law**

The RFP, the Proponent's Proposal, and any resulting Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable there.

## Article 3 – Evaluation Process

### 3.1 General

The evaluation of the Proposals will be conducted by the evaluation team (the “Evaluation Team”) as described below.

A Proposal must meet the requirements of each phase of the evaluation process to proceed to the next phase. The evaluation of the Proposals will be conducted on the basis of the members of the Evaluation Team arriving at a consensus. Where a consensus is not possible, the score will be averaged.

The Purchaser shall determine, in its sole discretion, the membership of the Evaluation Team, which may include external consultants and advisors to the Purchaser.

### 3.2 Stages of Proposal Evaluation

The evaluation of the Proposals will be conducted by the Purchaser as follows:

Stage Description	Points	Minimum Score
I - Mandatory Requirements	(Pass/Fail)	Pass
II - General Criterion	100	70
III - Reference Verification	(Pass/Fail)	Pass
TOTAL	100	70

**3.2.1 Stage I - Review of Mandatory Requirements** (Pass/Fail) will consist of a review by the Purchaser to determine which Proposals comply with all of the Mandatory Requirements, as set out in Section 1.10.6. Proposal that do not comply with all of the Mandatory Requirements will be disqualified.

**3.2.2 Stage II – Evaluation of General Criterion** (100 points) will consist of the scoring by the Evaluation Team of each Eligible Tender on the basis of the following General Criterion:

Evaluation Criteria	Weighing
Experience & Qualification of Team Members	20
Project Experience	10
Delivery Date/Schedule	10
Fees & Rate	60

#### Experience & Qualification of Team Members (20)

Provide the detail experience of the firm and qualification of each person who will be working on the project.

#### Project Experience (10)

List the similar projects of design and supervision.

#### Delivery Date/Schedule (10)

The firm must provide a scheduled to meet college deadlines.

- Analysis – Design Questionnaire
- Draft Design and Revision

- Final Design
- Consulting and Supervision Services of Construction

### **Fees and Rate (60)**

Phase 1 - Provide a stipulated price for your proposed solution. Include a breakdown for each major cost components (e.g. design drawing, consulting/supervision and hourly rate of the personnel who are involved in this project).

Phase 2 – Provide hourly rates for consulting and inspections.

**3.2.3 Stage III – Presentation** (20 points) will consist of a Presentation to the Evaluation Team. The Purchaser will determine the amount of Proponents that will be required to present, provided they have met the minimum score in Stage II – Evaluation of General requirements. The Proponent with the highest combined score from stages II and III will move on to Stage IV – Reference Verification.

Presentations may be required. The purpose of the Presentation will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent’s proposed team so as to validate and to make final adjustments, if required, to the evaluation results of the written Proposal in Stage II – Evaluation of General Requirements.

In advance of the Presentation, each Proponent invited to make a presentation will be notified in writing of the matters on which clarification will be sought, and the agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the Presentation stage.

In addition, the Presentation will be evaluated on the basis of the following framework:

<b>Criteria</b>
Demonstration of Proponent commitment to Purchaser (5 points)
Demonstration of the Proponents ability to carry-out the project (10 points)
Response to questions by the evaluation committee (5 points)

### **3.3 Stage IV – Reference Verification (Pass/Fail)**

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References Schedule as the Evaluation Team may deem appropriate and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the services performed, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

After the references have been successfully verified, the Purchaser will notify the Preferred Proponent of its position as the Preferred Proponent, and invite it to enter into discussions to finalize the terms of the Agreement, attached in the Form of Agreement Schedule. Subject to the requirements of Section 3.4 (Discussions with Preferred Proponent), the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

### **3.4 Discussions with Preferred Proponent**

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent or it may, in its sole discretion,

- (a) prior to making the award, enter into a letter of intent with the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure; and
- (b) negotiate changes, amendments, or modifications to the Preferred Proponent's Proposal.

The Purchaser shall at all times be entitled to exercise its right under Section 2.24 (Rights of the Purchaser – Preferred Proponent).

For certainty, the Purchaser makes no commitment of any kind to the Preferred Proponent until the Agreement has been executed between the Purchaser and the Preferred Proponent. The Preferred Proponent acknowledges that the commencement of any discussions in respect of the Agreement does not create any contractual obligations between the Purchaser and the Preferred Proponent.

**Schedule A - Unfair Advantage and Conflict of Interest Statement Schedule**

“**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests

- (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
- (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Agreement.

“**Unfair Advantage**”, means any conduct engaged into, directly or indirectly, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to

- (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Purchaser and which is not available to other Proponents,
- (ii) communicating with any person with a view to influencing, or being given preferred treatment in, the RFP process, or
- (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

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The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, the College concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent’s Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

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

\_\_\_\_\_  
Name and Title  
*I have authority to bind the Proponent.*

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

**Schedule B - Receipt Confirmation Schedule**

To: Cambrian College  
Fax: 705-524-7302  
Email: [purchasing@cambriancollege.ca](mailto:purchasing@cambriancollege.ca)

Re: RFP No. 12-005

Proponents are requested to acknowledge receipt of **RFP No. 12-## # Consultant Services for Road Improvement** and their intent to submit a Proposal by sending this Receipt Confirmation Schedule by email to the attention of the RFP Coordinator. Proponents submitting this Receipt Confirmation Schedule will be notified of any addendum issued to this RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

**[Please check your answer]**

I / We DO  DO NOT  intend to submit a Proposal to this RFP.

Representative’s contact information:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Representative’s Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name – Please Print)

\_\_\_\_\_  
(City, Province, Postal Code)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)

**Schedule C - Mandatory Requirements Checklist Schedule**

The Proponent must indicate the page number in its Proposal where each Mandatory Requirement can be found. In the event that the Purchaser determines, in its sole discretion, that any Mandatory Requirement is not met, the Proponent may be disqualified.

	<b>Mandatory Requirements</b>	<b>Page #</b>
M1	Schedule A – Unfair Advantage/ Conflict of Interest Declaration	21
M2	Schedule C – Mandatory Requirements Checklist	23
M3	Schedule D – Declaration and Certification	24
M4	Schedule E – References	25
M5	Schedule F – Stipulated Price	26
M6	Mandatory Site Visit	

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent representative

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

\_\_\_\_\_  
Name and Title  
I have authority to bind the Proponent

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

## Schedule D - Declaration and Certification Schedule

**TO: Cambrian College (the "PURCHASER")**

**RE: IN THE MATTER OF** our Proposal Response for RFP 12-005 dated \_\_\_\_\_, 2012 to which this Declaration and Certification Schedule is an integral part the Proposal prepared by \_\_\_\_\_ and submitted in response to a Request for Proposals issued by the Purchaser dated January 30, 2012, as amended, regarding the selection of a Proponent to execute the Agreement pursuant to the RFP.

I am duly authorized by the Proponent, including the persons, firms, corporations and advisors joining in the Proposal of this Proposal, to execute this Declaration and Certification Schedule. I solemnly declare and certify as follows:

### 1. Proponent Information

(a) The full legal name of the Proponent is:

\_\_\_\_\_

(b) Any other registered business name under which the Proponent carries on business is:

\_\_\_\_\_

(c) The jurisdiction under which the Proponent is formed is:

\_\_\_\_\_

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(e) Indicate whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

\_\_\_\_\_

\_\_\_\_\_

### 2. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Purchaser prior to the RFP Closing Time. The onus remains on the Proponent to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers below, or if no Addenda were issued, by noting "None":

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 3. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchaser's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent representative

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

\_\_\_\_\_  
Name and Title

I have authority to bind the Proponent

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

## Schedule E - References Schedule

Proponent Name: \_\_\_\_\_

The Proponent must identify with its Proposal a minimum of 2 references with respect to itself, which must include the information set out below. Cambrian College reserves the right to contact references not listed below.

Reference 1	Proponent Response
Company Name	
Address	
Number of Sites	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Services	
Detailed description of services provided	
Contract Duration	

Reference 2	Proponent Response
Company Name	
Address	
Number of Sites	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Services	
Detailed description of services provided	
Contract Duration	

Reference 3	Proponent Response
Company Name	
Address	
Number of Sites	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Services	
Detailed description of services provided	
Contract Duration	

Signature of Witness

Signature of Proponent representative  
I have authority to bind the Proponent

Name of Witness

Name and Title

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

**Schedule F**  
**Stipulated Price Schedule**

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To: Cambrian College of  
 Applied Arts and Technology  
 1400 Barrydowne Road  
 Sudbury ON P3A 3V8

The UNDERSIGNED, herein referred to as the “CONSULTANT”  
 with the legal company name of \_\_\_\_\_  
 a company duly incorporated under the laws of \_\_\_\_\_  
 and having its Head Office at \_\_\_\_\_

WE UNDERTAKE TO PROVIDE THE SERVICE IN ACCORDANCE WITH THE PROPOSAL  
 DOCUMENT AND PURCHASE ORDER, FOR THE TOTAL CONTRACT PRICE LISTED BELOW.

WORK	HST	TOTAL
<b>PHASE: 1 DESIGN AND DRAWING</b>		
<b>PHASE: 2 CONSULTING AND SUPERVISION (Hourly Rate)</b>		

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

\_\_\_\_\_  
 Name and Title of Bidder representative Signature  
 I have authority to bind the Bidder

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

## Schedule G

### Residence Information

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Residence information to aid the design services:

- Total number of residence expected to construct – 400 beds
- 100 units based on 4 bedroom configuration
- Details on units – 2 storeys + a basement - two bedrooms in basement and two on the 2 nd floor. Living/dining room + kitchen on main floor
- Expected electrical requirements per unit of residence – Forced air gas furnace full size washer/dyer, dishwasher, track and pot lighting, kitchen, bathrooms.
- Expected electrical use exterior – Depending on size or parking areas, if large then light standards, if small then wal-paks on buildings.
- Expected to use any Natural Gas is any? Forced air gas furnace and water heater.

**Note: The residence are being designed and constructed by another company who will operate the residence.**