



**The Corporation of the City of Guelph
Request for Proposals for Consulting Services for
the City of Guelph Innovation and Smart Cities
Roadmap and High-Level Implementation Plan
Reference Number: 21-156**

Electronic Proposals Only

Closes: Tuesday, October 12th, 2021 at 2:30 pm local time

Alternate formats are available as per the Accessibility for Ontarians with Disabilities Act by contacting Purchasing at 519-822-1260 extension 2328 or TTY 519-826-9771

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A. Definitions of Terms Used in this RFP

1. Definitions

1. In this RFP, capitalized terms other than those defined in this RFP have the meanings provided in the Procurement By-law.

2. In this RFP, the following terms have the indicated meanings:

"City" means The Corporation of the City of Guelph;

"Closing Time" means 2:30:00 p.m. local time on Tuesday, October 12th, 2021 as determined by the City's Electronic Bidding System web clock;

"Conflict of Interest", in respect of a Proponent, means a situation where the Proponent is an employee of the City, a spouse or child of an employee of the City, or a corporation or other business entity in which an employee of the City or his or her spouse or child has an interest or is a director or officer;

"Procurement By-law" means By-law Number (2018)-20259 of the City, as amended or replaced from time to time;

"Procurement Representative" means the representative of the City designated by the City as the principal contact person in respect of this RFP, and particularly its procurement aspects;

"Proponent" means a person submitting a Proposal;

"Proposal" means a submission in response to this RFP;

"RFP" means this Request for Proposal and all related documents; and

"Successful Proponent" means the Proponent that is awarded the contract in respect of this RFP;

B. Goods and Services the City is Seeking

2. Overview

1. The City is seeking Proposals from qualified consultants to develop a comprehensive and attainable innovation roadmap and high-level implementation plan. The roadmap will be a strategic guiding document for City of Guelph staff. The high-level implementation plan will include practical steps for achieving the roadmap.
2. The City is seeking Proposals from Responsible Proponents that have the necessary qualifications and experience to provide the Services sought.
3. Due to uncertainty related to the Covid-19 pandemic, including emergency measures and mandatory closure orders, following award of a contract under this RFP the execution by the City of the contract documents and/or the dates and times when the work is anticipated to be commenced, performed, and completed are subject to change at the City's sole discretion.

C. Information and Material Comprising this RFP

3. Documents

1. The documents comprising this RFP include:
 - a) The following documents, each in the version current as at the Closing Time, and as available in or through the Bids and Tenders portion of the City's website:
 - i. This Request for Proposals,
 - ii. Any Addenda to this Request for Proposal,
 - iii. 21-156 Terms of Reference,
 - iv. 21-156 Consulting Services Agreement
 - v. [Contractor Safety Management Program](#),
 - vi. [The Procurement By-law](#),
 - vii. Form of Proposal pages posted online (start your submission to view),
 - viii. Any other applicable document referenced in any of the foregoing; and
 - b) The following other documents, each in the version current as at the Closing Time:
 - i. All applicable provisions of the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, S.O. 2005, c. 11, and regulations thereunder, all as amended or replaced.

4. Procurement Representative

1. The procurement representative for this Proposal is;
Casey Logel

5. Questions and Answers

1. The City shall not entertain any oral questions related to this RFP, and shall not provide any oral answers related to this RFP.
2. All questions must be submitted through the City's Electronic Bidding System using the "Submit a Question" link associated with this bid opportunity. Questions submitted in any other manner will be unaddressed until they are properly submitted via the "Submit a Question" function in the City's Electronic Bidding System.
3. The City shall not accept any questions during the seven (7) calendar days prior to the Closing Time, to allow the City adequate time to send any required responses to all Proponents as addenda.

6. Addenda

1. The City shall issue any answers to questions or changes/additions/deletions to the Scope of work / Terms and Conditions of this RFP by way of addenda. Any and all addenda issued prior to the Closing Time form part of this RFP. The City shall not issue any addenda after 12:00 noon the day before the Closing Time, unless they include an extension of the Closing Time.

2. The City recommends that after submitting a Proposal, the Proponent should check for addenda up until the Closing Time.

7. Exclusive Source of Information and Material

1. The information and material indicated here are the only information and material comprising this RFP. No other information or material, written or oral, from the City or any other person forms part of this RFP.

8. Headings

1. The division of this RFP into sections, the insertion of headings and the provision of a Table of Contents are for convenience of reference only and are not to affect the construction or interpretation of this RFP.

9. Accuracy, Completeness and Applicability of Information and Material

1. Except as expressly provided in this RFP, the City does not represent or warrant the accuracy, completeness or applicability of any information:
 - a) Set out in the documents comprising this RFP;
 - b) Made available by the City to any Proponent; or
 - c) Obtained by any Proponent from any other source.
2. Any Proponent that obtains, uses or relies upon such information, does so at the Proponent's own sole risk, and without recourse against the City.

D. Rules Governing this RFP

10. Electronic Proposals Only

1. This RFP requires submission of Proposals only by electronic means, and therefore is open only to Proponents who have created vendor accounts in the City's Electronic Bidding System.
2. The City reserves the right, in case of problems with its Electronic Bidding System, to change, at any time, to a paper-based bidding system in respect of part or all of this RFP process.

11. Withdrawal of RFP

1. The City may, at its discretion, withdraw, cancel or amend this RFP at any time either before or after the Closing Time. The City shall not be liable for any risk, expense, cost, loss or damage incurred or suffered by any Proponent or any other person as a result of such withdrawal, cancellation or amendment.

12. Procurement By-Law

1. The City's Procurement By-law applies to this RFP.
2. Each Proponent shall abide by the Procurement By-law.
3. Without limiting the generality of the foregoing, the City reminds potential Proponents of the following provisions of the Procurement By-Law:
 - a) Section 4.5.g.3. Opposing Parties.
 - b) Schedule "F" Performance Evaluation of Suppliers.

13. Obtaining Information and Material Comprising this RFP

1. Each Proponent shall be solely responsible for:
 - a) Obtaining all information and material comprising this RFP, whether in or through the Bids and Tenders portion of the City's website or elsewhere;
 - b) Ensuring that it obtains and considers the version of such information and material that is current as at the Closing Time;
 - c) Reporting any missing, inaccessible or incomplete RFP information or material to the Procurement Representative; and
 - d) Ensuring that any drawings, sketches or other information or material for which format or scale is important, are printed or produced in the proper format or scale.
2. The only information and material relevant to this RFP is the information and material set out or referred to in this RFP. For purposes of this RFP, Proponents shall not rely upon, nor shall the City be bound by, any information or material other than the information and material set out or referred to in this RFP.

14. Costs of Proposal

1. The City shall not be responsible for any risk, expense, cost, loss or damage incurred or suffered by any Proponent or any other person in:
 - a) Obtaining the information and material comprising the RFP;
 - b) Carrying out any site visit;

- c) Preparing a Proposal;
- d) Revising a Proposal;
- e) Submitting a Proposal or revised Proposal; or
- f) Submitting any samples and/or descriptive literature in relation to goods forming part of this RFP.

15. Acknowledgment of Addenda

1. In its Proposal, each Proponent shall acknowledge, in the form and manner specified in each addendum, receipt of each addendum.
2. If an addendum is issued after a Proponent has submitted a Proposal, the City, through its Electronic Bidding System, shall change the proposal submission to an INCOMPLETE STATUS for that Proposal and the Proponent shall be solely responsible to:
 - a) Make any required adjustments to the Proposal;
 - b) Acknowledge the addendum; and
 - c) Resubmit the Proposal.

16. Effects of Submitting a Proposal

1. By submitting a Proposal under this RFP, the Proponent:
 - a) Agrees to all provisions of this RFP,
 - b) Represents and warrants that:
 - i. No person other than the Proponent has any interest in the Proposal;
 - ii. All information submitted in the Proposal is true, complete and accurate;
 - iii. The Proposal is made without fraud, collusion, connection, knowledge, comparison of figures or arrangement with any other person submitting a Proposal;
 - iv. No employee or member of Council of the City is or will become interested, directly or indirectly, as a contracting party or otherwise in the provision of the Goods and Services to be provided pursuant to this RFP, or in any portion of the monies or profits to be derived from the Proposal.
 - c) Submits an "Offer", the acceptance of which will not be binding on the City until both parties have executed a contract.
 - d) Agrees that it has no, and shall have no, claim for any expense, cost, loss or damages of any kind whatsoever, against the City, arising from participating in any way in this RFP process.
 - e) Releases, to the City, all rights to all information and material comprising its Proposal.

17. Status of Information and Material Submitted

1. All information and material submitted by a Proponent forms part of the Proponent's Proposal and, upon submission, becomes the property of the City.

18. Proposal Irrevocable

1. Each Proposal will be irrevocable and will remain open for acceptance by the City for a period of ninety (90) calendar days after the Closing Time. The City may at any time within this ninety (90) day period accept any Proposal whether or not any other Proposal has previously been accepted.

19. Variation of Proposal Pricing After Submission

1. No variation in any unit price, commission rate, or total price proposed will be permitted after the Closing Time, except in the instance of variation due solely to an increase or decrease in the rate of exigible taxes, beyond the control of the Proponent, occurring after the time of submission of the Proposal. Such an increase or a decrease in the rate of exigible taxes will affect the Proposal only to the extent of the tax increase or decrease.
2. All prices identified in a Proposal which is accepted will be firm for the term of the contract.

20. Non-binding Price Estimates

1. While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.
2. All prices identified in a Proposal which is accepted will be firm for the term of the contract.

21. Unbalanced Proposals

1. The City may reject a Proposal if it determines, in its sole discretion, that the Proposal is materially imbalanced. A Proposal is materially imbalanced when:
 - a) It is based on prices what are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
 - b) The City had determined that the Proposal may not result in the lowest overall cost to the City even though it may be the lowest submitted Proposal; and
 - c) It is so unbalanced as to be tantamount to allowing an advance payment.

22. Subcontractor Changes

1. The City reserves the right:
 - a) For reasonable cause, to request a change of any project team member or subcontractor or sub-consultant named in a Proposal;
 - b) To permit the Proponent to change a project team member or subcontractor or sub-consultant after the Closing Time only if the Proponent submits:
 - c) A written request for the change;
 - d) A full explanation of the reasons for the requested change; and
 - e) A letter from the previously-named project team member or subcontractor or sub-consultant, agreeing to withdraw that subcontractor's sub-bid with no recourse against the City.
 - f) If a project team member or subcontractor or sub-consultant is changed in accordance with the foregoing, the Proponent shall propose an alternate subcontractor without changing the Proposal price, and shall provide all the information concerning the newly-proposed subcontractor as was required concerning the previously-proposed subcontractor.

23. Waiver by City

1. The City may, by express written notice, waive some of its rights, powers or remedies under this RFP.
2. None of the following constitutes a waiver by the City of any of its rights, powers or remedies under this RFP:
 - a) The failure of the City to exercise any of its rights, powers or remedies under this RFP;
 - b) The delay of the City in exercising any of its rights, powers or remedies under this RFP;
 - c) The condoning, excusing or overlooking by the City of any default, breach or non-observance by a Proponent at any time or times in respect of any provision of this RFP; or
 - d) Anything done or omitted by the City other than by way of express written waiver.
3. A single or partial exercise by the City of a right, power or remedy under this RFP does not prevent the City from subsequently exercising that right, power or remedy or any other right, power or remedy.
4. Despite the City taking any action which is the responsibility of a Proponent under this RFP, the Proponent shall remain obligated to take such action.

24. Governing Law

1. This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing contract shall be governed by the laws of the Province of Ontario. Any disputes arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

25. Quasi-Criminal/Criminal Activity of a Proponent

1. The City may reject a Proposal or Proponent if the City:
 - a) Confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code of Canada, an offence under any other applicable statute or regulations in the Province of Ontario, or an offence pursuant to similar laws outside of the Province of Ontario, or has been named in an order or similar enforcement measure by a regulatory authority; and
 - b) Determines that this charge, conviction or order is material to the given procurement; and
 - c) Determines that, in light of this charge, conviction or order, awarding to that Proponent could compromise the delivery of the goods and services or would otherwise undermine the business reputation of the City or the public's confidence in the integrity of the RFP process.

26. Confidentiality of Information

1. The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the

City by any Proponent in connection with, or arising out of this RFP, once received by the City:

- a) Shall become the property of the City and may be appended to the Agreement and/or the Purchase Order with the successful Proponent; and
- b) Shall become subject to the Municipal Free of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to the Act.

27. Intellectual Property Rights

- 1. Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

28. Prohibited Communications

- 1. Prohibited Proponent Communications:
 - a) Any attempt on the part of any prospective Proponent or Proponent or any of its employees, agents, contractors or representatives to contact any person other than the individuals listed on the City's Bids and Tenders website for this RFP, will be grounds for disqualification. For clarification and without limiting the generality of the foregoing, a Proponent or prospective Proponent must not make any contact with any member of the City's Evaluation Team, elected officials or any expert or other advisor to the City, or any staff of the City. In such event, and without any liability, the City may, in its sole and absolute discretion, in addition to any other remedy available at law, disqualify the Proposal submitted by the Proponent or refuse to accept a Proposal submitted by a Proponent that has breached the requirements of this provision.
 - b) In addition, a Proponent or prospective Proponent must not, directly or indirectly, engage in any form of political or other lobbying with respect to any part of the RFP. In the event of any such lobbying by a Proponent or prospective Proponent, whether directly or indirectly, the City may, within its sole and absolute discretion, reject such Proponent's Proposal or disqualify a prospective Proponent from the RFP process.
- 2. Proponent Not to Communicate with Media:
 - a) A prospective Proponent or Proponent may not at any time, directly or indirectly, communicate with the media in relation to this RFP or with respect to any contract awarded pursuant to this RFP without first obtaining the written permission of the City.

29. Omissions, Discrepancies and Interpretations

- 1. A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than the deadline for questions. If the City considers that a correction, explanation or interpretation

is necessary or desirable, the City will issue an addenda as described in the above article. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

30. Quantities

1. The quantities shown for the items in the Form of Proposal posted online are for the purpose of indicating to Proponents the general magnitude of the work and for the comparison of proposals received. For any work done or materials supplied on a unit price basis, the successful Proponent will be paid for the actual measured quantities at the respective unit prices proposed.

31. Notification to Other Proponents

1. Once an agreement has been executed by the City and the Successful Proponent, the City will update the status on the Bids and Tenders website for this procurement process to "Awarded", Proponents can check the website for updates.

32. Payment and Invoicing

1. Payment will be net 28 days for the acquisition of deliverables completed and approved by the City. At a minimum all invoices submitted by the Supplier must reference the purchase order, description of the deliverable being invoiced and HST shown as a separate line item and the Suppliers HST registration number.
2. If your firm offers a discount for prompt payment i.e. 2% net 10 please indicate this in the appropriate section of the online bidding document.

33. Electronic Funds Transfer (EFT)

1. The City's method of payment for Canadian Suppliers is by Electronic Funds Transfer (EFT) where the financial institution is physically located in Canada. The Supplier will be required to provide the City with an Application for Vendor Direct Deposit form by return mail, fax, email at eft@guelph.ca or hand delivered. The City will pay US Suppliers by cheque payment.
2. It is the responsibility of the Supplier to ensure account information is correct and up to date. The City is not liable for errors resulting from changes to EFT information provided by the Suppliers financial institution or from the Supplier. If an uncompleted or erroneous transfer occurs because the Supplier's EFT information was incorrect and the funds are no longer under the control of the City payment process, the City is deemed to have made the payment and the Supplier is responsible for recovery of any erroneously directed funds. If for any reason, the City is unable to submit payment by EFT the Supplier agrees to accept a cheque or have payment delayed until such time as the EFT process is functional.

E. Provisions of Eventual Contract

34. Contract Provisions

1. The Contract Documents shall include documents in a form substantively the same as:
 - a) 21-156 Consulting Services Agreement,
 - b) Such other relevant documents specified in Section C, Item 3, and (the "Contract Documents")
2. The contract for this RFP will be created upon the execution of this agreement by both parties between the City and the Successful Proponent.

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F. Contents of Proposal

35. Proposal Contents

1. Each Proponent shall include the following in the Proponent's Proposal and any other requirements as indicated in the Terms of Reference:
 - a) Sufficient detailed and specific information and material to allow a complete evaluation of the Proposal.
 - b) Curriculum Vitae, Experience & Qualifications:
 - i. Description of the Proponent: a brief history with highlights of services provided.
 - ii. Relevant experience in the preparation of innovation and Smart Cities strategies, market research, project management, planning policy and legislative requirements, communications and marketing and community engagement/facilitation experience.
 - iii. Identification of proposed project manager and provide at least one (1) alternative and project staff and their respective roles and responsibilities in the project team, and summaries of their roles and responsibilities on previous similar projects.
 - iv. Confirmation of team availability and commitment to meet the project schedule outlined in the Terms of Reference.
 - v. Include at least three (3) case studies that relate to the proposed project and qualifications including a reference for each.
 - c) Methodology:
 - i. Outline of the understanding of the project requirements.
 - ii. A detailed work plan and proposed approach to completing the assignment described in the RFP document. The detailed work plan may also include a person – hours task matrix outlining the number of hours each team member will work on each task.
 - d) Project Schedule:
 - i. Outline of the approach proposed to meet the requested schedule.
 - ii. Outline of additional resources that will be made available by the Proponent to meet set end dates, if delays occur during the project.
 - iii. Critical success factors to achieve project timeframes and deliverables.
 - iv. A weekly critical path/schedule for project, that includes consulting team staff resources and a description of the tasks/responsibilities associated with each member of the consulting team.
 - e) Fee Breakdown (to be submitted separately and not included in the technical proposal):
 - i. Pricing for the requirements as per the Form of Proposal posted on the Bids and Tenders portion of the City's website are to be submitted within the Schedule of Prices area only. All prices must be identified in the Proposal in their entirety unless otherwise stated. Prices shall be in Canadian dollars and be inclusive of all incidental costs, including, but not limited to labour, equipment, travel time, customs duty, excise tax, freight, insurance, fuels, energy costs, etc. However, HST shall be shown separately.

- ii. Total bid price. The proposed fee must be a lump sum which includes fees for all sub-consultants and their disbursements. The Proponent must indicate detailed hourly rates for all team members involved. All services that are excluded must be clearly identified.
 - iii. Submit separately in the document upload area marked person –hours hourly rate matrix a person-hours hourly rate matrix showing distribution of hours and fees through the work plan.
- f) Information and Material about Proposed Subconsultants:
- i. The name of every subconsultant that the Proponent proposes to retain;

36. Proposal Length

- 1. The City will not restrict the length of Proposal submissions.

37. Proposal Language

- 1. The Proponent shall avoid vague language in the Proposal, for example, by not using the term "N/A".

38. Confidentiality

- 1. Because of MFIPPA, Proponents should identify in their Proposal any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause damages or injury. Each Proponent's name, at a minimum, may be made public. The Proposals may be made available to members of City Council.

G. Procedures for Submitting a Proposal

39. Submission of Proposal

1. A potential Proponent with a vendor account must register as a recipient of this RFP on the Bids and Tenders portion of the City's website.
2. For this RFP, unless an addendum provides otherwise, the City shall accept only electronic Proposals submitted through the City's Electronic Bidding System on the Bids and Tenders portion of the City's website.
3. A Proponent may withdraw the Proponent's Proposal prior to the Closing Time and either:
 - a) Keep the Proposal out of the RFP; or
 - b) Edit and re-submit the Proposal before the Closing Time.
4. The City shall accept only those electronic Proposals received by the City's Electronic Bidding System no later than the Closing Time. The City's Electronic Bidding System will not accept Proposals received after the Closing Time. The date and time that the electronic Proposal was sent by the Proponent is of no consequence.
5. Each Proponent shall allow sufficient time to upload the Proposal and applicable attachments and to resolve any uploading and transmission issues, such as "Internet traffic jams", file transfer size and transmission speed.
6. It is recommended that Proponents submit their Proposal:
 - a) More than twenty-four (24) hours before the Closing Time, in order to allow time for the Proponent to contact the City's Purchasing Representative if:
 - i. The Proponent encounters any problems in submitting the Proposal; or
 - ii. The Proponent fails to receive an email confirming receipt of the Proposal; and
 - b) Not more than forty-eight (48) hours before the Closing Time, to allow for the receipt of any addenda.

H. Evaluation of Proposals

40. Disqualification of Proposals

1. The City shall disqualify a Proposal if, in the sole, final, binding opinion of the City:
 - a) It is one of two or more Proposals submitted by the same Proponent, whether under the same or different names, unless the Proposals make it clear that the work in the extra Proposal(s) shall be performed under a "joint" agreement;
 - b) It was submitted by a Proponent that colluded with one or more other Proponents;
 - c) It was submitted by a Proponent that has a Conflict of Interest;
 - d) It was submitted by a Proponent that is not a Responsible Proponent;
 - e) It was submitted by a Proponent that:
 - i. Is an Opposing Party,
 - ii. Proposes an Opposing Party as a subcontractor, or
 - iii. Is not at arm's length from an Opposing Party;
 - f) It is incomplete, conditional, illegible, obscure or qualified in any way;
 - g) It contains additions not called for, erasures, alterations or irregularities of any kind;
 - h) Its prices appear to be so unreasonable and/or unbalanced as to be likely to affect adversely the interest of the City;
 - i) It is received after the Closing Time, regardless of the circumstances which resulted in the late submission;
 - j) It is not executed or is executed by a person who does not have authority to bind the Proponent;
 - k) It fails to acknowledge all addenda.
 - l) Unless an addendum provides otherwise, the Proposal is submitted in any way other than through the City's Electronic Bidding System website.
 - m) It was submitted by a Proponent, or any person on behalf of a Proponent, who has initiated communication about this RFP after it was issued and before it is terminated or before one or more contracts are entered in respect of the Goods and Services which are its subject, with any:
 - i. Elected official of the City, except in a public deputation in a meeting open to the public,
 - ii. Member of City staff other than the Purchasing Representative, or
 - iii. Media; or
 - n) It fails to meet any mandatory criteria.
 - o) It contains a limitation or qualification on the City's right to publicly disclose the name of any Successful Proponent and, if applicable, any Proposal price.

41. Review of Proposals

1. Proposals which comply with the mandatory criteria will be evaluated by the City's evaluation committee based on the following criteria:

20% Experience of the proposed team in innovation work

15%	Company experience in innovation work
40%	Methodology and engagement plan
10%	Project Schedule
15%	Fees

2. During the evaluation process, the City, at its sole discretion, may request clarification from the Proponent of any aspect of a Proposal, including requesting additional information. Any such clarification will not alter the Proposal and will not be constituted as negotiation or re-negotiation of the total price or commission for the services to be supplied by the Proponent as set out in the Proposal at the Closing Date and Closing Time of this Request for Proposals.
3. The right to clarify does not impose upon the City a requirement to clarify any part of a Proposal where the Proposal is deficient or otherwise not acceptable in any aspect. All requests for clarification and responses thereto shall be in writing. Any such request does not constitute an acceptance of a Proposal. The City will not be liable nor reimburse any party for costs incurred in the preparation of any clarifications of Proposals, or any other services that may be requested as part of the evaluation process.
4. The City may invite one or more Proponents to make oral presentations to the City selection committee members in support of their Proposals, to exhibit or otherwise demonstrate the information and material contained therein. Questions will be posed to each Proponent, as they arise, during and after each presentation. Such a meeting will take place in Guelph and the transportation to and from the meeting for the supplier's representative(s) shall be at the expense of the supplier. The Proponent must be prepared to provide a sample of their work and or product demonstrations and answer questions during the interview. Selected Proponents(s) will be notified at least seventy-two (72) hours prior.

I. After Evaluation of Proposals

42. Right to Accept

1. The City reserves the right to:
 - a) Accept any Proposal that the City determines is in the City's best interests; and
 - b) Negotiate a contract with one or more Proponents other than the Proponent that submitted the Proposal with the lowest price.
 - c) Award any or all tasks or phases subject to availability of City budgetary funding and/or approval by City Council.

43. Right to Reject

1. The City reserves the right to reject any or all Proposals for any reason whatever, including any non-approval or unavailability of budgeted funding. Such decisions of the City are final and binding.

44. Negotiation

1. Upon completion of the evaluation process, the City shall have the right, but not the obligation to, negotiate on such matter(s) as it chooses with a recommended Proponent (which shall be the Proposal with the highest evaluation) without the further obligation to communicate, negotiate, or review similar modifications with other Proponents. The selection of a recommended Proponent will not oblige the City to negotiate or execute a contract with that recommended Proponent. The City shall incur no liability to any Proponent as a result of (i) the City's exercise of its rights to negotiate; and (ii) if the City so chooses to negotiate with a Proponent, such negotiations or alternative arrangements. In the event that the Proponent with the Proposal with the highest evaluation and the City are unable to execute a contract for any reason, the City may, at its sole and absolute discretion, after exercising its rights under the terms of this RFP, negotiate with the Proponent with the second highest evaluation and such process shall continue with each subsequent Proponents until there are no Proponents, or, the City has executed a contract with a recommended Proponent.
2. During negotiations, the scope of services may be refined, issues may be prioritized and responsibilities may be reviewed.
3. If the City, in its sole and absolute discretion, is of the view that there is no reasonable prospect of concluding a contract with the recommended Proponent, the City may, at its sole and absolute discretion, terminate the negotiations with the recommended Proponent and negotiate a contract with another Proponent or cancel the RFP process and not enter into a contract with any of the Proponents.

45. Failure or Default of Proponent

1. If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by the City. In addition, the City may, at its option either:

- a) Consider that the Proponent has withdrawn any offer made, or abandoned the contract if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or
- b) Consider that the Proponent has abandoned any contract and require the Proponent to pay the City the difference between its Proposal and any other Proposal which the City accepts, if the latter is for a great amount and, in addition, to pay the City any cost with the City may incur by reason of the Proponent's failure or default, and further the Proponent shall indemnify and save harmless the City, its officers, employees and agents from all loss, damages, liability, costs, charges and expenses howsoever suffered, incurred or sustained as a result of such default or failure of the Proponent. The Proponent shall be ineligible to submit a new Proposal or bid for any RFP or bid that the City is required to reissue as a result of the Proponent's failure or default or where the City deems that the Proponent has abandoned the contract.

46. No Satisfactory Proposal

1. Should the City not receive any Proposal satisfactory to the City as a result of the RFP process, the City reserves the right to negotiate a contract for all or part of the Goods and Services with one or more Proponents without becoming obligated to offer to negotiate with all Proponents.

J. After Acceptance of a Proposal

47. Insurance

1. If the City accepts a Proposal of a Proponent, then prior to the execution of an agreement or the issuance of a Purchase Order and prior to commencement of any work under the contract, the Proponent shall provide to the City proof of insurance satisfactory to the City of the following insurance coverages, all taken out with insurers licensed to transact insurance business in Ontario:
 - a) Commercial General Liability Insurance:
 - i. Including "The Corporation of the City of Guelph" as an additional insured,
 - ii. To a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence,
 - iii. Including bodily injury, personal injury, death and damage to property, including loss of use thereof,
 - iv. In a form satisfactory to the City's Procurement Manager, and
 - v. Endorsed to provide "The Corporation of the City of Guelph" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage;
 - b) Automobile Liability Insurance:
 - i. In respect of licensed vehicles,
 - ii. To a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence,
 - iii. Including bodily injury, death and damage to property,
 - iv. Endorsed to provide "The Corporation of the City of Guelph" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage, and
 - v. In the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Supplier, and standard non-owned automobile form policy including standard contractual liability endorsement;
 - c) Professional Liability Insurance:
 - i. To a limit of not less than two million dollars (\$2,000,000) inclusive per claim made, and
 - ii. Subject to an annual aggregate of two million dollars (\$2,000,000);
2. The Proponent shall ensure that all the foregoing insurance is primary and does not call into contribution any other insurance coverage available to the City.
3. If any of the foregoing policies expires during the term of this agreement, the Supplier shall renew or replace them and, within sixty (60) days after such expiry, provide to the City certificates (originals, signed by authorized insurance representatives) of the renewed/replaced insurance.

48. Workplace Safety and Insurance Act (WSIA)

1. If, at the time the Services are to commence, the Successful Proponent is not subject to the insurance requirements under the WSIA, then it shall, within ten (10) calendar days after the Agreement Date, provide to the City proof of such status. If this status changes, during the term of this agreement, such that the Successful Proponent becomes subject to the insurance requirements under the WSIA, then the Successful Proponent shall provide to the City a current certificate under the WSIA confirming that the Successful Proponent has complied with its obligations under the WSIA:
 - a) Within ten (10) calendar days after such change in status;
 - b) Whenever a certificate has expired and been replaced with a new, current, certificate; and
 - c) Whenever requested by the City.
2. If, at the time the Services are to commence, the Successful Proponent is subject to the insurance requirements under the WSIA, then it shall provide to the City a current certificate under the WSIA confirming that the Successful Proponent has complied with its obligations under the WSIA:
 - a) Within ten (10) calendar days after the Agreement Date;
 - b) Whenever a certificate has expired and been replaced with a new, current, certificate; and
 - c) Whenever requested by the City.

49. Failure to Provide Insurance or WSIA or to Execute Agreement

1. If the City accepts a Proposal of a Proponent, but the Proponent fails to provide the required proof of insurance or WSIA, or to execute the agreement, if required of this RFP, within 10 calendar days after the City's acceptance of the Proposal, then the City may cancel the award to the Proponent, and the City may engage any other Proponent in contract execution. The Proponent shall be responsible for any costs, losses or damages suffered by the City due to such failure.