



## **DIVISION #1**

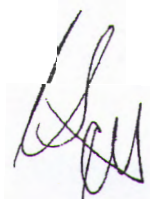
### **DEFINITIONS AND INSTRUCTION TO PROPOSERS/ TERMS AND CONDITIONS**

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## DEFINITIONS

In this Agreement the following terms and expressions shall have the meanings respectively hereinafter ascribed to them in this section.

1. "Corporation" shall mean the City of Greater Sudbury.
2. "General Manager" shall mean the General Manager of Citizen and Leisure Services or his/her designate or that employee of the Corporation charged with the administration of it's public transportation system.



**INSTRUCTION TO PROPOSERS**

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1. **ADDENDA**

Proposers may, during the proposal period, be advised by addenda of required additions to, deletions from, or alterations in the requirements of the Request for Proposal documents.

A copy of all Addenda shall be either hand delivered, or sent by courier, electronic correspondence, or fax, to each prospective bidder who has obtained Request for Proposal Documents.

**Addenda will be issued under the following circumstances:**

- a) Interpretation of RFP documents as a result of queries from prospective bidders;
- b) Revision, deletions, additions or substitutions of any portion of RFP documents.

All such changes as addressed in the addenda shall become an integral part of the RFP documents and shall be allowed for in arriving at the proposal price.

Oral instructions shall not be considered valid unless they are confirmed in writing by the the Manager of Supplies and Services.

2. **COMMUNICATIONS**

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the CGS and prospective vendors **MUST BE** in written format via e-mail, fax or regular mail. To facilitate comprehensive responses, Bidders are encouraged to email their questions to [leigh.lesar@city.greatersudbury.on.ca](mailto:leigh.lesar@city.greatersudbury.on.ca) **no later than** Tuesday, October 28<sup>th</sup>, 2003 (approximately one week prior to the RFP closing date). No verbal instructions or verbal information to Bidders will be binding on the CGS. **DO NOT CONTACT ANY OTHER MUNICIPAL STAFF PERSONS OTHER THAN THE SUPPLIES & SERVICES DEPARTMENT STAFF REGARDING THIS RFP**

3. **PROPOSAL CONFIDENTIALITY**

The Manager of Supplies and Services will consider all proposals as confidential, subject to the provisions set out in the Municipal Freedom of Information and Protection of Privacy Act. Information pertaining to pricing or any content of the proposals will remain confidential as we reserve the right to negotiate with all bidders.





4. **PROPOSAL DEPOSIT, PERFORMANCE GUARANTEE**

A proposal deposit in the form of a Certified Cheque, Money Order or Irrevocable Letter of Credit in the amount of \$75,000.00 is to be submitted with other proposal requirements.

The two (2) lowest proposals will be retained until the contract is awarded and the contract documents executed, at which time, the second lowest proposal deposit will be returned.

The Proposal Deposit shall be forfeited to the Corporation if the bidder who has been awarded the contract fails to execute and return the contract and to furnish all required documents within fourteen days after notice from the Corporation to do so.

5. **GOVERNMENT TAXES**

a) **Gasoline and Fuel Taxes**

The Contractor **shall pay all taxes** under the Gasoline Tax Act and the Motor Vehicle Fuel Tax Act on propane, gasoline and diesel fuel used by him in the performance of the contract.

b) **Ontario Provincial Sales Tax**

Ontario Provincial Sales Tax **shall be** included in the proposed sums and rates for materials that enter into and form part of the works.

c) **Federal Goods and Services Tax**

Applicable Federal Goods and services Tax **shall not** be included in the unit prices proposed. GST shall be added at the end of the Schedule of Unit Prices to arrive at the Total Contract Price.

The successful proposers shall provide their GST registration number, which will be indicated on each payment certificate with the applicable GST.

d) **Changes to Government Taxes**

Where a change in Canadian Federal or Provincial taxes occur after the Proposal Closing Date for this contract, and this change could not have been anticipated at the time of bidding, the City will increase or decrease contract payments to account for the exact amount of tax change involved.

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5. GOVERNMENT TAXES (Continued)

Claims for compensation for additional tax cost shall be submitted by the successful bidder to the General Manager. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of the work.

Where the successful bidder benefits from a change in Canadian Federal or Provincial Government taxes, the successful bidder shall submit to the General Manager, a statement of such benefits. This statement shall be submitted not later than 30 days after the date of acceptance of the work.

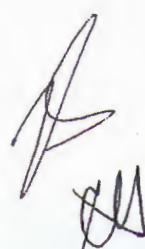
The General Manager reserves the right to make deductions from regular payments to compensate for the estimated benefit from decreased tax costs. Such deductions will be set-off from contract payments pending receipt of the statement itemizing the benefits which have resulted from a decrease in tax costs at which time the final payment adjustment will be determined.

6. WITHDRAWAL PROCEDURES

A bidder may request that his or her submitted proposal be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the bidder wishing to withdraw from a particular RFP must attend at the Purchasing Agent's office and execute an appropriate withdrawal form, signed by a principal of the bidder, or provide a letter from the bidder, signed by a principal, withdrawing the proposal. The Agent and Treasurer together shall then open the Proposal Box, retrieve the withdrawn Proposal, and hand it back unopened to the bidder. The completed withdrawal form, specific to the time of return, shall then be signed by the Agent and Treasurer, placed into the Proposal Box and the Proposal Box relocked.

The withdrawal of a proposal does not disqualify a bidder from submitting another proposal for the same contract provided that all of the RFP procedures are observed and the new bid is deposited in the proposal box prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one proposal from the same bidder will result in the disqualification of the bidder.

The Proposal Deposit shall be forfeited to the City when a bidder attempts to withdraw his or her proposal after proposals have been opened, in addition to any consequence or legal penalty that may apply.

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**7. VALIDITY OF PROPOSALS**

**a) Proposals that must be rejected**

- i) Late Proposal
- ii) Proposal Bid Form not used
- iii) Proposal not completed in toner, ink or typewriter
- iv) Restrictions, qualifications, omissions, or additions made to Proposal
- v) Proposal not properly signed
- vi) Proposal deposit not submitted or insufficient
- vii) Proposal submitted electronically or by Fax
- viii) Failure to complete received Addenda on the Proposal Bid Form, when one or more Addenda has been issued.

- b) Arithmetic errors may be accepted; corrected extensions must apply
- c) Erasures, overwriting or strike-outs may be accepted, provided they are clear, prices are legible and any such changes are initialled by the Proposer
- d) Single Proposal - may be accepted, provided the bid price is not more than 10% greater than the estimated contract value.

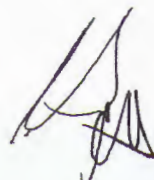
**8. ACCEPTANCE OF TENDER & EXECUTION OF CONTRACT**

The proposer agrees that, notwithstanding anything to the contrary in this Request for Proposal that a maximum of sixty days shall be allowed between the date that proposals are opened and the date that a proposal is awarded, cancelled, or recalled.

The proposer agrees that the City has the right to accept all, any, or none of the proposals submitted.

Following contract award, the Manager of Supplies & Services shall notify the successful proposers, by registered mail, that his proposal has been accepted. The formal contract agreement will also be sent to the successful proposer, with instructions on how to properly complete and sign the document.

The successful proposer is to be allowed not more than Fourteen (14) days from receipt of the document for the execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the Proposal Deposit.



**9. EVALUATION GRID AND CRITERIA WEIGHTING SYSTEM**

The RFP evaluation and Vendor selection process will consist of an initial evaluation of submitted bids, related documentation, papers and articles. From this initial evaluation, a short list of suitable Vendors will be prepared. These Vendors may be invited to perform on-site demonstrations of their systems and products.

Proposals will be evaluated and scored on the following basis:

<b>CRITERIA</b>	<b>WEIGHT</b>
Price	60%
Experience	20%
Ability to meet Minimum Staffing Requirements (As per Schedule C of Division III)	20%

As an ambassador of the City of Greater Sudbury, it is of paramount importance that the operation of this service be conducted in a professional and courteous manner. The staff must be well informed and resourceful to enable them to answer all inquiries from the public regarding the service the City offers.

**10. NEGOTIATIONS WITH RESPONSIBLE BIDDERS**

Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders. The purpose of such discussions shall be to:

- a) Determine in greater detail such bidder's qualifications.
- b) Explore with the bidder, the scope and nature of the project, the bidder's proposed method of performance, and the relative utility of alternative methods of approach.
- c) Determine that the bidder will make available, the necessary personnel and facilities to perform within the required time.
- d) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.



**11. REVIEW OF OFFERS**

After the evaluation committee has reviewed initial proposal submissions, discussions may be held between the responding bidders and the evaluation committee. Such discussions are used to more fully understand the initial proposal of the bidder.

Following the initial proposal review and discussion phase, the evaluation committee will either recommend an award to a specific firm if clear cut superiority of an offer is proven or further defines the RFP's needs within the scope of the original RFP and calls for the best and final offer. All information will be kept under strict security until after an award recommendation has been made."

All discussions and negotiations must be coordinated through the Supplies & Services Office. **Do not contact any Municipal Staff regarding this RFP other than the Supplies & Services Department Staff.**

**12. DURATION OF CONTRACT**

It is intended that a contract be entered into between the City and the successful bidder, at a firm price from December 1<sup>st</sup>, 2003 to November 30<sup>th</sup>, 2006. The successful bidders will be advised 30 days in advance of every contract anniversary for notification of rate adjustments according to the Transportation section of the Consumer Price Index.

The City reserves the right to extend the contract upon mutual agreement with the successful bidders, on a year to year basis for a period of two (2) additional years under the terms/conditions in effect on a date mutually agreed on.

This mutual agreement shall be finalized prior to a date mutually agreed on in order to provide an adequate time line for the General Manager to RFP/award a new "Transit Centre Kiosk" contract before the current contract's expiry.

**13. CONFLICT OF INTEREST**

All firms are required to disclose to the City any potential Conflict of Interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful bidder, the City may, at its discretion, refrain from awarding the project to the bidder.

The proposer covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The proponent further covenants that in the performance of this contract no person having such known interest shall be employed.

