



THE CORPORATION OF THE CITY OF GUELPH

**REQUEST FOR PROPOSALS  
FOR CITIZEN SURVEY**

**Reference Number: 17-102**

**Electronic Proposals Only**

**Closes: Monday April 24<sup>th</sup>, 2017 at 2:30:00pm local time**

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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:
  - a) **"City"** means the Corporation of the City of Guelph;
  - b) **"Closing Time"** means 2:30:00 p.m. local time on Monday April 24<sup>th</sup>, 2017 as determined by the City's electronic bidding system web clock;
  - c) **"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;
  - d) **"Procurement By-law"** means By-law Number (2014)-19771 of the City, as amended or replaced from time to time;
  - e) **"Procurement Representative"** means the representative of the City designated by the City as the contact person in respect of this RFP;
  - f) **"Proponent"** means a person submitting a Proposal;
  - g) **"Proposal"** means a submission in response to this RFP; and
  - h) **"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 provide the following consulting services for a Citizen Survey as described in the terms of reference provide in this RFP
- 2) The City is seeking Proposals from Responsible Bidders that have the necessary qualifications and experience to provide the Goods and Services sought.

### **3. BACKGROUND INFORMATION**

The City of Guelph wishes to understand citizen needs and expectations and prioritize and implement improvements with respect to delivery of services and the citizen experience. This work is underpinned by the city's Corporate Administrative Plan (CAP) that is a framework for delivering excellent public services that are financially sustainable, continuously improved and modernized to meet resident expectations.

The city's Citizen First Customer Service Roundtable is diverse group of city staff that has been developing and implementing tools and solutions that assist the organization to know where, when or if the City is meeting citizen expectations. This work supports and complements objectives of the CAP in the area of service modernization. The Roundtable has recommended that a citizen survey be initiated to better understand customer needs and expectations and address them through work being completed under the CAP and by departmental initiatives.

### **4. OBJECTIVE**

The City of Guelph is seeking proposal submissions from qualified survey design and market research companies to assist with the development, delivery, analysis, and reporting of a citizen survey. The City's intent is to have the project completed no later than July 31, 2017 to ensure the data and analysis can be utilized to support budget recommendations and decisions for 2018.

The city wishes to conduct a citizen survey in an effort to better understand the needs, expectations, priorities, and concerns of its residents and to enhance corporate strategic planning, improve program/service design and delivery, enhance citizen experience. The citizen survey will be used to understand current levels of citizen satisfaction, inform departmental service delivery changes, identify trends, contribute to service reviews, develop baseline performance data, and integrate into corporate strategy work. The intent is to administer the citizen survey at bi-annual intervals.

The primary objectives of the survey are to gather the following information from the citizens of Guelph:

- a. Perception of the community's quality of life.
- b. Satisfaction with the current level of the City of Guelph programs and services.
- c. Prioritization of issues that the city should address to improve municipal services.
- d. Views toward property taxes, investment, and overall decision-making and priority-setting within the city.

- e. Perceptions and expectations of municipal customer service delivery, communication, and engagement.

The successful proponent will have extensive experience working in partnership with municipalities to design and conduct public surveys, and is well-positioned to advise on content, methodology, structure, delivery, and report format.

## **5. SCOPE OF WORK**

### **1) Deliverables**

#### **a) *Project plan/meetings***

The successful proponent will provide a project plan that includes meetings, timelines and key milestones that include:

- Kick off meeting (1 meeting, 2hrs)
- Survey development sessions with stakeholders (up to 2 meetings, 1.5 hours each)
- Presentation of initial results (1 meeting, ~ 1hr)
- Presentation of final report (up to 2 meetings, ~1.5hrs each)
- Ongoing project team check in/updates teleconference (weekly/bi-weekly, ~30min)

#### **b) *Design of the survey instrument***

The successful proponent will be required to design a survey based on the needs and input of internal stakeholders. The expertise of the successful proponent will be necessary for designing a questionnaire that meets the objectives of the survey, avoids bias in the wording or order of the questions, is representative of the city as a whole, by ward, by respondent and household characteristics, and ensures the survey instrument is not confusing, ambiguous, or redundant.

#### **c) *Method of survey***

Given the objectives of the survey, the successful proponent will be required to recommend, design and deliver the survey using preferred method(s) that will best engage citizens. The successful proponent will ensure that accommodations with respect to accessible formats and communication supports are available if requested by a participant, in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*. The successful proponent will ensure the questionnaire design and method of survey are in accordance with the city's Community Engagement Framework and in cooperation with community engagement staff. Communications activities and materials will be completed in cooperation with the city's communications staff and in accordance with the city's Corporate Identity Guidelines (Appendix A), and House Style Guidelines (Appendix B).

#### **d) *Determine sample size and design***

The successful proponent will recommend and ensure the appropriate sample size, selection method, and respondent eligibility to be utilized to ensure statistically significant results for all residents of Guelph.

***e) Implementation of survey***

The successful proponent is expected to resource the implementation and data collection of the survey instrument.

***f) Analysis of results***

The successful proponent must apply analysis techniques to the survey data as agreed to. The survey analysis will be conducted by the successful proponent for the purpose of identifying quality of life perceptions, gaining insight into our customer's ranked and relative importance of program and services areas, understand priority of issues, get insights on value for taxes and decision-making, perceptions of customer satisfaction around key drivers (e.g. timeliness, knowledge, extra mile, trust), and gain understanding on how connected, informed and involved citizens feel, and making comparisons with results from similar municipalities.

***g) Report and presentation***

The successful proponent will prepare a draft final report and a highlights report that summarizes the findings of the analysis, provides practical and actionable insights, suggests key drivers to address, and addresses the key objectives of the survey. These draft documents will be presented to the city's senior leadership and/or other city stakeholders as appropriate. The successful proponent will deliver a completed final report and highlights report (including raw data files) and may be required to present the findings to City Council.

All reports and materials must be fully reproducible (in AODA compliant formats) and be available as Microsoft Word documents. All raw data must be provided in CSV and Excel files. The provided documents may be used, as required, for additional presentations or further analysis. The survey questions, raw data, and materials we become the property of the City of Guelph to use as it sees fit. Costs related to advertising will be the responsibility of the City of Guelph.

The successful proponent will not create new websites, social media accounts, or other digital tools on behalf of the City of Guelph without permission.

## C. INFORMATION AND MATERIAL COMPRISING THIS RFP

### 6. DOCUMENTS

- 1) The documents comprising this RFP are:
  - (a) This Request for Proposals
  - (b) Any addenda issued by the City
  - (c) 17-102 CONSULTING AGREEMENT
  - (d) Corporate Administrative Plan (CAP); <http://guelph.ca/plans-and-strategies/corporate-strategic-plan/>
  - (e) Community Engagement Framework; [http://guelph.ca/wp-content/uploads/CEF\\_Framework.pdf](http://guelph.ca/wp-content/uploads/CEF_Framework.pdf)
  - (f) COG - House Style Guidelines Jan23
  - (g) COG Identity Guidelines
  - (h) *Ontario Regulation 429/07* and all aspects of *AODA 2005* as amended
  - (i) Procurement By-law, available on the Bids and Tenders portion of the City's website
  - (j) City of Guelph 2015 Facility Accessibility Design Manual - [http://guelph.ca/wp-content/uploads/Guelph\\_FADM\\_2015-06-30-FINAL.pdf](http://guelph.ca/wp-content/uploads/Guelph_FADM_2015-06-30-FINAL.pdf).
  - (k) Form of Proposal pages posted on the Bids and Tenders portion of the City's website

### 7. 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 written questions related to this RFP, including written questions for clarification of the procedure for submitting Proposals, are to be directed by email to the following:

Kelly Guthrie Project Manager 1 Carden Street Guelph, ON N1H 3A1 T: 519-822-1260 x 2677 E: Kelly.guthrie@guelph.ca	MUST COPY	Bill Stewart Manager of Procurement 1 Carden Street Guelph, ON N1H 3A1 T: 519-822-1260 ext. 2233 E: bill.stewart@guelph.ca
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- 3) The City shall not accept any written questions during the five (5) days prior to the Closing Time, to allow the City adequate time to send any required responses to all Proponents as addenda.

### 8. ADDENDA

- 1) The City shall issue any changes/additions/deletions to specifications and/or 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.
- 2) The City recommends that after submitting a Proposal, the Proponent should check for addenda up until the Closing Time.

**9. 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.

PREVIEW

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## **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 pre-qualified and created a 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 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.h.2. Opposing Parties.
  - (b) Schedule "B" Performance Evaluation Program.

### **13. OBTAINING INFORMATION AND MATERIAL COMPRISING THIS RFP**

- 1) Each Proponent shall be responsible for:
  - (a) Obtaining all information and material comprising this RFP;
  - (b) Reporting any missing, inaccessible or incomplete RFP information or material to the Procurement Representative; and
  - (c) 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. CLARIFICATIONS**

- 1) The Proponent shall be responsible for seeking, in writing, written clarification from the Procurement Representative of any discrepancies or omissions in the RFP.

### **15. 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.

#### **16. COSTS OF PROPOSAL**

- 1) The City shall not be responsible for any 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) Submitting a Proposal; or
  - (e) Submitting any samples and/or descriptive literature in relation to goods forming part of this RFT.

#### **17. 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 and the Proponent shall be solely responsible to:
  - i. Make any required adjustments to the Proposal;
  - ii. Acknowledge the addendum; and
  - iii. Resubmit the Proposal.

#### **18. EFFECTS OF SUBMITTING A PROPOSAL**

- 1) By submitting a Proposal under this RFP, the Proponent:
- 2) Agrees to all provisions of this RFP.
- 3) Represents and warrants that:
  - (a) No person other than the Proponent has any interest in the Proposal;
  - (b) All information submitted in the Proposal is true, complete and accurate;
  - (c) The Proposal is made without fraud, collusion, connection, knowledge, comparison of figures or arrangement with any other person submitting a Proposal;
  - (d) 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.
- 4) Submits an "Offer", the acceptance of which will not be binding on the City until both parties have executed a contract.
- 5) 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.

#### **19. STATUS OF ADDITIONAL INFORMATION AND MATERIAL SUBMITTED**

- 1) All information and material submitted by a Proponent will form part of the Proponent's Proposal and will, upon submission, become the property of the City.

## **20. 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 day period accept any Proposal whether or not any other Proposal has previously been accepted.

## **21. 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.

## **22. UNBALANCED PROPOSALS**

- 1) The City may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced. A Bid is materially imbalanced when:
  - (a) it is based on prices that 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.

## **23. 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 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 subcontractor or sub consultant, agreeing to withdraw that subcontractor's sub-bid with no recourse against the City.
- 2) If a 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.

## **24. 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 named in section 7 above with respect to 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.

## **E. PROVISIONS OF EVENTUAL CONTRACT**

### **25. CONTRACT PROVISIONS**

- 1) If any contract is entered arising out of this RFP, it will contain:
  - (a) Provisions based on those found in contract referenced in the documents forming part of the information and material comprising this RFP; and
  - (b) Special provisions based on those set out below.

REVIEW

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## **F. CONTENTS OF PROPOSAL**

### **26. 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 qualifications and demonstrated expertise of the Proponent.
    - iii. Identification of proposed project manager and provide at least 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 TOR.
    - v. Brief documentation of significant similar projects, with project descriptions and client references.
  - (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 should 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 detailed 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) Costs:
    - i. Pricing for the requirements as per the form of proposal posted on the Bids and Tenders portion of the City's website. 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. Hourly rates for members of the proposed personnel.
    - iii. Detailed bid price. The proposed fee must include 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.
  - (f) Information and Material about Proposed Subconsultants:
    - i. The name of every subconsultant that the Proponent proposes to retain;

### **27. PROPOSAL LENGTH**

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

## **28. PROPOSAL LANGUAGE**

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

## **29. CONFIDENTIALITY**

- 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:
  - i. shall become the property of the City and may be appended to the Agreement and/or the Purchase Order with the successful Proponent; and
  - ii. shall become subject to the *Municipal Free of Information and Protection of Privacy Act* ("MFIPPA"), and may be release, pursuant to the Act.
- 2) Because of MFIPPA, Proponents should identify in their Proposal an 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.

## **30. 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.

## **G. PROCEDURE FOR SUBMITTING PROPOSAL**

### **31. 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 suggested that each Proponent shall submit the Proponent's Proposal :
  - (a) More than twenty-four (24) hours before the Closing Time, in order to allow time to contact the City's Procurement 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

### 32. DISQUALIFICATION OF PROPOSALS

- 1) The City shall disqualify a Proposal if:
  - (a) It is one of two or more Proposals received from 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 is received from a Proponent who colluded with one or more other Proponents;
  - (c) It was submitted by a Proponent who has a Conflict of Interest, as determined by the City in its sole discretion;
  - (d) It is incomplete, conditional, illegible, obscure or qualified in any way;
  - (e) It contains additions not called for, erasures, alterations or irregularities of any kind;
  - (f) It is received after the Closing Time, regardless of the circumstances which resulted in the late submission;
  - (g) It is not executed or is executed by a person who does not have authority to bind the Proponent;
  - (h) It fails to acknowledge all addenda.
  - (i) Unless an addendum provides otherwise, the Proposal is submitted in any way other than through the City's electronic bidding system website.
  - (j) The price of the Proposal exceeds the budget outlined in section 6 above.
  - (k) 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 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 Procurement Representative, or
    - iii. Media; or
  - (l) It fails to meet the mandatory criteria.

### 33. 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:

Demonstrated understanding of the City's objectives and requirements with respect to this project including project methodology and approach, the environment in which these requirements exist, and the appropriateness of any innovative ideas related to the project approach.	30%
Evaluation of relevant qualifications and expertise of project team in regards to survey design, administration, analysis, and results reporting demonstrating other project work similar in scope and type and including municipal examples where possible.	30%
Demonstrated understanding of the deliverables and time allocation required for each phase of the citizen survey.	25%
Fees	15%

- 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. Bidder must be prepared to provide a sample of their work and or product demonstrations and answer questions during the interview. Selected bidder(s) will be notified at least 72 hours prior.

## **I. AFTER EVALUATION OF PROPOSALS**

### **34. 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.

### **35. RIGHT TO REJECT**

- 1) The City reserves the right to reject any or all Proposals for any reason whatever.

### **36. 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.

### **37. FAILURE OR DEFAULT OF PROPONENT**

- 1) If the Proponent, for any reason, fails or default 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:
  - 2) 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
  - 3) 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.

**38. 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**

### **39. INSURANCE**

- 1) If the City accepts a Tender of a Bidder, 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 Bidder 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 and Risk 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;
- 2) The Bidder shall ensure that all the foregoing insurance is primary and does not call into contribution any other insurance coverage available to the City.

### **40. WSIA**

- 1) If at the Agreement Date, the Supplier is not subject to the insurance requirements under the WSIA, then it shall, within ten (10) days after the Agreement Date, provide to the City proof of such status
- 2) If at the Agreement Date, the Supplier 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 Supplier has complied with its obligations under the WSIA.

#### **41. FAILURE TO PROVIDE INSURANCE OR WISA OR TO EXECUTE AGREEMENT**

- 1) If the City accepts a Tender of a Bidder, but the Bidder fails to provide the required Performance Bond and Labour and Material Payment Bond or Irrevocable Standby Letter of Credit or proof of insurance, or to execute the agreement, if required pursuant to Part E of this RFT, within 10 calendar days after the City's acceptance of the Tender, then the City shall declare the Bid Surety forfeited to the City, and the Bidder shall be responsible for any costs, losses or damages suffered by the City due to such failure.

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## K. MISCELLANEOUS

### 42. 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.

### 43. 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.

### 44. 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.