

Request for Proposal

Document Number: 2024-162P

Document Title: ARCHITECTURAL CONSULTING SERVICES FOR RENOVATIONS TO LEASED SPACE AT 25 CAPSTON DRIVE, MISSISSAUGA, FOR PEEL REGIONAL POLICE

Date Issued: Friday, March 8, 2024

Non-Mandatory site visit date: Friday, March 15, 2024

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Agency through the Bidding System no later than:

**12:00 noon local time
Thursday, April 11, 2024**

It is the Bidder's sole responsibility to ensure that:

- **a Bidder's representative attends the non-mandatory site visit**
- **the submission is received electronically by the Agency through the Bidding System by the date and time specified above**

Procurement Representative: Shirley Morrison, Procurement Analyst

For **ARCHITECTURAL CONSULTING SERVICES FOR RENOVATIONS TO LEASED SPACE AT 25 CAPSTON DRIVE, MISSISSAUGA, FOR PEEL REGIONAL POLICE**, as required, and as specified within this Document.

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1. **INFORMATION AND COMMUNICATIONS**

- 1.1 Any questions or information required regarding this Document must be submitted through the Bidding System via peelregion.bidsandtenders.ca by clicking the 'Submit a Question' button for the selected bid opportunity at least four working days prior to closing. Do not submit your questions via e-mail. No oral communications will be considered binding.
- 1.2 Any Bidder who requests and/or receives any information, with regards to this Document, by any person(s) other than the Procurement Representative or designate, may be disqualified from further consideration.
- 1.3 It is recommended that vendors add noreply@bidsandtenders.ca to their "safe senders" lists in their e-mail systems and monitor their spam/ clutter/ junk filters to ensure they do not miss automatically generated messages sent by bidsandtenders.ca that relate to this bid opportunity.

2. **BIDDER SUBMISSIONS**

- 2.1 This Document is available to Bidders at peelregion.bidsandtenders.ca.
- 2.2 Only Bidders that are registered as a Plan Taker for this Document with Bids and Tenders at peelregion.bidsandtenders.ca and have obtained this Document from Bids and Tenders or the Agency, may submit a Bidder Submission.

Should the Agency receive a Bidder Submission that is subsequently found to be from a Bidder that is not a registered Plan Taker with Bids and Tenders at peelregion.bidsandtenders.ca, and the Bidder did not obtain the Document from Bids and Tenders or the Agency, the Agency reserves the right to reject the Bidder Submission as non-compliant and give it no further consideration for contract award.

- 2.3 **Bidders shall not make any changes or alterations to the Document as issued by the Agency on the Region of Peel's website.** The Bidder Submission of any Bidder found prior to award to have made such alterations shall be disqualified by the Agency and shall be given no further consideration.

In the event that following an award an alteration is discovered to have been made by the successful Bidder, the Document as issued by the Agency and made available on the Agency's website shall be deemed to contain the governing terms and conditions between the parties, and any alterations made to it by the Bidder shall be of no force or effect. The Agency shall further have the right, at its sole option, to terminate any Contract with a Bidder who, subsequent to award, is found by the Agency to have altered the Agency's Document. This right is in addition to and without prejudice to all other rights, remedies, actions or alternatives that may be available to the Agency.

- 2.4 Any documents forming part of a Bidder Submission uploaded to peelregion.bidsandtenders.ca by the Bidder in response to the Document must:
 - 2.4.1 NOT have a security password.
 - 2.4.2 Not be defective, corrupted or blank.
 - 2.4.3 Be able to be opened and viewed by the Agency.
- 2.5 The Agency shall disqualify a Bidder Submission that contains documents that cannot be opened and verified by the Agency.
- 2.6 For the purposes of interpretation, all capitalized terms used herein shall have the same meanings ascribed thereto in the Document.
- 3. **NON-MANDATORY SITE VISIT**
 - 3.1 One (1) non-mandatory site visit is scheduled in order to ascertain the Work requirements outlined in the Bid Document. The site visit will be held as indicated in the Online Bidding System and below. Additional site visits will not be permitted.

Non-Mandatory Site Visit – 25 Capston Drive
Date and Time: Friday, March 15, 2024, at 10:00 a.m.
Location: 25 Capston Drive, Mississauga, ON L5W 0H3
Meeting Details: Meet at Parking Lot

It is strongly recommended that all interested Bidders attend this meeting.
 - 3.2 Bidders are reminded that this site visit is NON-MANDATORY. Attendance will be at the discretion of the Bidder, however, Bidders who choose not to attend will be deemed to have received all of the information made available to attendees. A Bidder's failure to attend the non-mandatory site visit is at the Bidder's sole risk and responsibility.
 - 3.3 During the site visit, Bidders may ask questions and seek clarifications pertaining to the Bid Document. Notwithstanding that the Agency may give oral answers at a site visit, such answers shall not be considered final unless issued by way of an Addendum to the Bid Document. Therefore, Bidders are strongly encouraged to submit such questions in writing and in accordance with the instructions contained in the Bid Document.
 - 3.4 No statement, consent, waiver, acceptance, approval or anything else said or done in any site visit by the Agency or any of its respective advisors, employees or representatives shall amend or waive any provision of the Bid Document, or be binding on the Agency or be relied upon in any way by Bidders, except when and only to the extent expressly confirmed in an Addendum to the Bid Document issued in accordance with the process identified in the Bid Document.

4. **DATE AND PLACE FOR RECEIVING BIDDER SUBMISSIONS AND
ACCEPTANCE PERIOD**

- 4.1 ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Agency through the Bidding System and must be received **on or before 12:00 noon local time in Brampton, Ontario on Thursday, April 11, 2024.**
- 4.2 The closing date and time shall be determined by the Agency's Bidding System.
- 4.3 This procurement is being advertised in accordance with the applicable procurement obligations outlined in the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canadian Free Trade Agreement (CFTA), and the Ontario-Quebec Trade and Cooperation Agreement (OQTCA).
- 4.4 Bidder Submissions submitted and/or received by any other method will be disqualified by the Agency unless instructed otherwise by published addenda in respect of the Document.
- 4.5 Only documents found on the Region of Peel's website at peelregion.bidsandtenders.ca are to be considered "official" documents. The Region of Peel accepts no responsibility for the accuracy or completeness of information found on other websites. The onus is on the Bidder to check the Region of Peel's website to verify they have received all relevant information. The Bidder risks submitting a non-compliant bid if addenda or other required information is missing, and disqualification could result.
- 4.6 It is the Bidder's sole responsibility to ensure their Bidder Submission is received by the time and date specified in the Agency's Bidding System. The receipt of Bidder Submissions can be delayed due to a number of factors including, but not limited to, "internet traffic", file transfer size, and transmission speed. The Bidder should allow sufficient time to upload its Bidder Submission, including any attachments. Late Bidder Submissions will not be accepted by the Agency's Bidding System.
- 4.7 A Bidder Submission will only be considered to be submitted once it has been RECEIVED by the Agency in its Bidding System, regardless of when the Bidder Submission was submitted by the Bidder.
- 4.8 Bidders will be sent a confirmation e-mail by the Agency's Bidding System to the e-mail address provided by the Bidder when it registered as a Plan Taker in the Bidding System for the Document advising that its Bidder Submission was submitted successfully. Bidders should **not** consider its Bidder Submission to have been submitted until it has received the confirmation e-mail.

- 4.9 The Bidder is solely responsible for the delivery of its Bidder Submission in the manner and by the closing date and time prescribed in the Agency's Bidding System. Each Bidder is responsible for the actual delivery of its Bidder Submission prior to the closing time and closing date.
- 4.10 The Agency is not responsible for any incomplete or misdirected Bidder Submissions due to electronic technical problems arising out of the Bidder's use of the Agency's Bidding System.
- 4.11 Bidder Submissions received by the Agency in accordance with the terms and conditions of the Document shall be irrevocable and open for acceptance for a period of 90 days following the date of the Bidder Submission closing.

5. **ADDENDA**

Addenda, if required, issued by the Procurement Representative and related to this Contract shall hereby form part of the Contract.

Any addenda related to this Contract will be posted through the Bidding System at peelregion.bidsandtenders.ca. Although the Bidding System will attempt to notify registered Bidders of when addenda are posted on the Bidding System, the Agency does not guarantee any receipt of notifications by Bidders and waives any responsibility. **It is the sole responsibility of Bidders to check the Bidding System often to inform themselves of any posted addenda.**

Bidders shall acknowledge receipt of any addenda when submitting their Bidder Submission through the Bidding System. Bidders shall check a box for each addendum and any applicable attachments that have been issued before a Bidder can submit their Bidder Submission online all in accordance with the terms and conditions of the Document and the Bidding System.

The Agency encourages Bidders not to submit their Bid Submission prior to forty-eight hours before the Document closing time and date, in the event that an addendum is issued. If a Bidder submits their Bidder Submission prior to this or at any time prior to the Document closing and an addendum is issued by the Agency, the Bidding System shall WITHDRAW their Bidder Submission and change their Bidder Submission to an INCOMPLETE STATUS (NOT accepted by the Agency) and the withdrawn Bidder Submission can be viewed by the Bidder in the "MY BIDS" section of the Bidding System. The Bidder is solely responsible to:

- i) make any required adjustments to their Bidder Submission;
- ii) acknowledge the addendum/addenda; and
- iii) ensure the re-submitted Bidder Submission is RECEIVED by the Agency through the Bidding System no later than 12:00 noon local time on the Document closing date.

NOTES TO BIDDERS: Additional company contacts are recommended for the reasons outlined below:

- Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition, for example a company may have two divisions that could compete for the same bid opportunity.
- You are strongly urged, when creating or updating a Bidding System Bidder account, to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc., these additional contacts may act on your company's behalf and have the authority to receive addendum notifications from the Bidding System and where permitted by the terms and conditions of the Document, to submit Bidder Submissions electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact, it is imperative that you create your login from the link contained in the e-mail invitation. Do NOT go directly to peelregion.bidsandtenders.ca website and create a separate Bidder account.

6. **CONTRACT AWARD**

Without limiting, and in addition to all other rights to which the Agency is entitled pursuant to this Document, the Agency shall be entitled to fully evaluate the Bidder Submission, which evaluation may include, without limitation, a review of references provided by the Bidder and of those that may be obtained by the Agency independently, past performance history of contracts between the Bidder and the Agency and/or between the Bidder and third parties, past completion history (including completion of full contract term, late or extended completion of contract and late delivery of goods or services), litigation and claims history of the Bidder (including previous, existing or potential litigation with the Agency or others and construction liens filed by the Bidder or subcontractors), delivery of incorrect services, customer service and responsiveness, or history of bidding unrealistic pricing, any of which may result in higher ultimate costs or other difficulties for the Agency, and to reject a Bidder Submission if the same is, in the Agency's sole opinion, unsatisfactory, or would not provide the best value to the Agency.

7. **QUANTITIES**

Quantities shown in the Document are approximate only and the Agency does not guarantee any volume. The Agency reserves the right, at its sole discretion, to procure either more or less.

8. **BID PRICING CHANGES**

The legislation and regulations governing the workplace in Ontario, including, without limitation, the Canadian *Income Tax Act*, the Canadian *Immigration and*

Refugee Protection Act, Ontario Employment Standards Act, 2000, Employer Health Tax Act, Labour Relations Act, 1995, Occupational Health and Safety Act and Workplace Safety and Insurance Act, 1997 may change at any time and may impact upon Bidders' pricing and overhead costs. In submitting its Submission, each Bidder hereby acknowledges that it has considered any proposed changes to legislation and regulations, and any impact such changes, if any, may have on its pricing. Bidders are advised that the Agency will not entertain requests to change submitted bid prices for this Document based on changes to the minimum wage or other legislative or regulatory amendments made under any statute. It is each Bidder's obligation to operate according to all applicable law at all times. For clarity, each Bidder takes on all risk and responsibility for cost increases due to legislative and regulatory changes. For further clarity, each Bidder takes on all risks due to health, environmental, social, emergency or other factors which may arise and which may result in unforeseen or otherwise uncalculated costs or legal circumstances to the Bidder in order to complete the Work, to keep its workers or the public safe according to applicable law and government order, or to address other intervening circumstances. The Bidder is required to arrange its own contractual and subcontractor obligations for labour, materials or other matters related to this contract so as to minimize or eliminate extra costs or circumstances which may jeopardize its ability to fulfill its contractual obligations to the Agency under this Document or Contract award.

9. ANTICIPATED TIMELINES

- Document Issued Date: Friday, March 8, 2024
- Non-Mandatory Site Visit Date: Friday, March 15, 2024 -10:00 a.m.
- Addendum Issuance Date: Thursday, April 4, 2024
- Document Closing Date: Thursday, April 11, 2024
- Analysis Period From: April 15 – 26, 2024
- Recommendation/Award Week of: April 29, 2024
- Contract Start
(Pending Background Check) Week of: May 6, 2024
- Design and Development with Review: 3 Months.
- Contractor Tendering and Construction Phase
(Pending Design and Specifications): July 15, 2024

10. METHODOLOGY

This Document will be evaluated in two phases:

Phase I - Request for Information - Pre-qualification of Bidders

Phase I requires that Bidders provide information on their company, related experience in Architectural Design based on the information received an evaluation committee will evaluate all responses.

Only Bidder Submissions which score a minimum of 57 points for the Technical Proposal (out of a possible 80 points) in Phase I, will advance to Phase II.

In the event that no Bidder meets the established minimum scoring threshold, at the Agency's sole and absolute discretion, the established minimum scoring threshold may be adjusted to permit

the top four scoring Bidder to move forward in the evaluation process and be given further consideration for award.

Phase II - Pricing Evaluation

Only those Bidders who have been deemed best qualified in Phase I will enter into Phase II and the separate pricing file of the Bidder Submission evaluated as part of Phase II and for Contract award.

Pricing information must be entered by Bidders in the pricing tables provided in the Online Bidding System Forms and be included with the Bidder submission for the Bidder Submission to be considered for contract award.

The total available points being allocated to the Financial Proposal are 20 points. The Bidder Submission to this Request for Proposal with the lowest price will receive the maximum score (20 points) for the Financial Proposal category.

The remaining proposals will each receive a pro-rated Financial Proposal Score in accordance with the following formula:

$\text{Financial Proposal Score} = (\text{Lowest Priced Financial Proposal} / \text{Financial Proposal Price}) \times 20 \text{ (assigned weighting for Financial Proposal)}$

Important: The intent of the phased evaluation process is to ensure that Bidder Submissions are evaluated initially on the basis of the Agency's technical criteria only, without regard to pricing. If Bidders attempt to indicate pricing outside of the process indicated above, the Bidder shall, at the Agency's sole discretion, be deemed non-compliant and given no further consideration.

11. **EVALUATION PROCESS**

Bidder Submissions will be evaluated by an evaluation committee based on the following categories. The disclosure of the allocated weightings for each category is provided to assist Bidders in preparing a proposal that best meets the requirements of the Agency.

Document 2024-162P Regional Municipality of Peel-Procurement Division
ARCHITECTURAL CONSULTING SERVICES FOR RENOVATIONS TO LEASED
SPACE AT 25 CAPSTON DRIVE, MISSISSAUGA, FOR PEEL REGIONAL POLICE
Instructions to Bidders

<u>Categories</u>	<u>Weighting</u>
PHASE I – TECHNICAL PROPOSAL	80 POINTS
Bidder Profile and Experience (RFI Section 1.1)	30 Points
<u>1.1.1 Description of Firm</u> 1.1.1.1 Brief history of firm’s background, profile and number of years in business including experience on similar or related undertakings with values in excess of \$2,000,000.	5 points
1.1.1.2 State the availability of resources – describing how your firm will ensure the continuity of staff resources, consistency of service, as well as quality and timelines of work during the course of this project.	2 points
1.1.1.3 Positive previous work experience for police agencies with a similar scope and magnitude.	5 points
<u>1.1.2 Team Leader</u> 1.1.2.1 Provide curriculum vitae/resume that should include education /qualifications and tenure with the firm.	5 points
1.1.2.2 Identify leadership and management skills that will benefit this project.	2 points
1.1.2.3 Confirm proposed team Leader’s time commitment and ability to remain with the project throughout its duration and respond to any inquiries in a timely fashion.	2 points
<u>1.1.3 Team Organization</u> 1.1.3.1 List the members of the Consulting team and detail their professional qualifications, duties and responsibilities for this project. This shall include all anticipated disciplines as described in the Scope of Work.	5 points
1.1.3.2 Provide a detailed rationale of identified sub-consultant/s to the team and a listing of previous work performed together, if any.	2 points
<u>1.1.4 Contribution Matrix</u> Provide and identify time commitment by key participants of the team corresponding with their activities. Indicate time commitments for each phase by each team member as a percentage of the total time for the project.	2 points
Bidder Project Experience Requirements (RFI Section 1.2)	30 Points
Provide a summary of at least three (3) recently completed projects within the last three (3) years that are comparable to this project in size and complexity. For each project listed, include in the summary the following information:	
<u>1.2.1 Project 1</u> 1.2.1.1 Project description - highlighting similarity and relevance to this project. Include pictures, diagrams, testimonials, etc.	5 points
1.2.1.2 Approximate value of the project in excess of \$2,000,000.	2 points
1.2.1.3 Approximate start and completion dates.	1 point
1.2.1.4 Indicate the names of the project team members and their respective roles and responsibilities.	1 point
1.2.1.5 The contact information for the client representative for each project, for reference purposes.	1 point

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Instructions to Bidders

<u>1.2.2 Project 2</u>	
1.2.2.1 Project description - highlighting similarity and relevance to this project. Include pictures, diagrams, testimonials, etc.	5 points
1.2.2.2 Approximate value of the project in excess of \$2,000,000.	2 points
1.2.2.3 Approximate start and completion dates.	1 point
1.2.2.4 Indicate the names of the project team members and their respective roles and responsibilities.	1 point
1.2.2.5 The contact information for the client representative for each project, for reference purposes.	1 point
<u>1.2.3 Project 3</u>	
1.2.3.1 Project description - highlighting similarity and relevance to this project. Include pictures, diagrams, testimonials, etc.	5 points
1.2.3.2 Approximate value of the project in excess of \$2,000,000.	2 points
1.2.3.3 Approximate start and completion dates.	1 point
1.2.3.4 Indicate the names of the project team members and their respective roles and responsibilities.	1 point
1.2.3.5 The contact information for the client representative for each project, for reference purposes.	1 point
Project Implementation Strategy (RFI Section 1.3)	20 Points
<u>1.3.1 Understanding of the Requirements</u> Identify proponent's understanding of the project, regional / municipal and policing environment, time pressures and other extant factors relating to the project. Identify any foreseen challenges and/or constraints.	6 points
<u>1.3.2 Methodology and Approach</u> Provide a description of the Bidder's method and approach to satisfy Agency's requirements and the successful delivery of the project. Include how the consulting team plans to engage the Agency's stakeholders and government agencies / authorities (in providing input and guidelines on approval process).	8 points
<u>1.3.3 Schedule (GANTT Chart) and Control</u>	
1.3.3.1 Bidders to provide a Gantt chart outlining the timing and steps involved in delivering the services per the project schedule. Identify the interrelationships and task dependencies related to the various permits and approvals.	3 points
1.3.3.2 Bidders to outline how their team will meet their scheduled commitments including what actions will be taken to bring this project back on track if a milestone date has not been achieved or if schedule slippage occurs.	3 points
PHASE II – FINANCIAL PROPOSAL	20 POINTS
CUMULATIVE TOTAL SCORE	100 POINTS

By responding to this Document, Bidders agree to accept the decision of the evaluation committee as final.

12. **PRICING – MANDATORY REQUIREMENT**

Pricing information will be entered by Bidders in the pricing tables provided in the Bidding System and included with the Bidder submission in order for the Bidder submission to be considered. Upon completion of the technical evaluation stage, only those Bidder Submissions that are deemed to meet the needs of the Agency will move on to the pricing evaluation stage and have their submitted pricing considered as the final phase of this call.

13. **HARMONIZED SALES TAX (HST) INFORMATION**

The Agency is subject to the payment of provincial and federal taxes imposed by the Provincial and Federal Governments and, if required, the collection of any withholding tax for non-resident Vendors. All prices within this Document shall be quoted exclusive of HST.

14. **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES**

The Vendor shall comply with the *Accessibility for Ontarians with Disabilities Act* 2005, and its Regulations thereunder with regard to the provision of goods or services to persons with disabilities. The Vendor acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act* 2005, the Region of Peel must, in deciding to purchase goods or services through its procurement process, consider accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: ontario.ca/laws/statute/05a11. You may also access this link at peelregion.ca/procurement, "Additional Information for Bidders" and view the accessibility standards.

15. **INVOICING AND ELECTRONIC PAYMENT INSTRUCTIONS**

- 15.1 **All invoices must be sent to the individual ordering the goods/ services or as directed at the time of the order placement. Failure to do so will result in a delay of payment.**
- 15.2 The Agency's method of payment is by Electronic Funds Transfer (EFT). The Vendor will be required to provide the Agency with the Application for Vendor Direct Deposit form containing original signatures in ink, by return mail, fax or hand delivered, the following banking information:
- 15.2.1 Names of two Company Officers, their titles, e-mail addresses, fax numbers, and phone numbers. Note: Both Company Officers must sign off on any subsequent changes to the Vendor's banking information.
- 15.2.2 Company mailing and remittance addresses.
- 15.2.3 Banking information including a void cheque.
- 15.2.4 The Vendor is required to notify the Agency of any changes to this information immediately.

16. FORM OF AGREEMENT FOR CONSULTING SERVICES

Following the phases of the evaluation of Bidder Submissions, the top scoring Bidder shall be selected by the Agency to execute an agreement with the Agency in substantially the same form as the Form of Agreement for Consulting Services. The Form of Agreement is provided in Appendix 7.2. No other pre-existing agreement(s) between the Bidder and the Agency will pertain to or govern this Contract.

The RFP Document, including all issued addenda, and the Bidder Submission of the Top Scoring Bidder, shall form part of the Contract and will be attached to, or incorporated by reference therein.

Bidders are advised that by submitting a response to this Document, they are agreeing that they have reviewed in its entirety the Form of Agreement for Consulting Services in Appendix 7.2 and that they agree to execute the Agreement in the form provided in this Document.

Upon unsealing of Bidder Submissions, Bidder Submissions which have been qualified by the Bidder, based upon any terms it wishes to propose to the Agency for consideration or negotiation after the bid closing date, or Bidder Submissions which contain any other form of bid qualification, will not be accepted. Bidder Submissions containing such qualifications will be deemed non-compliant and will not be given further consideration for award.

Within seven (7) days following receipt of written notice from the Agency that the Top Scoring Bidder has been awarded the Contract, which notice shall include the Agreement for Consulting Services in execution form, the Top Scoring Bidder shall execute and deliver the signed agreement to the Agency for execution by the Agency. The Agency shall not sign the Agreement for Consulting Services if it has been altered by the Top Scoring Bidder in any way, which has not been approved in writing and in advance by the Agency.

17. SECURITY CLEARANCE

Peel Regional Police requires that all Vendor personnel attending any Police facility unescorted, as well as the organizations that they represent, be subject to a security clearance prior to the commencement of any work. The successful Vendor will be required to have security clearance (background examination) forms completed and submitted for all employees and/or subcontracted employees who will be required to work on-site within 10 days of award. The security clearance process can take up to two months to complete. If the successful Vendor is unable to submit the completed forms within the stipulated time frame, or is unable to successfully satisfy the background examination(s) required, the Vendor will be disqualified and the award revoked at the Agency's discretion. In this situation, the award will then be given to the next "best" responsive and responsible Vendor at the sole discretion of the Agency.

The Agency reserves the right to exercise this action as it deems necessary.

18. **EMPLOYEE IDENTIFICATION AND BUILDING ACCESS**

Vendor employee(s) who have successfully met the criteria of the security clearance will be provided with an identification badge. This badge must be worn at all times while the employee is working in any Peel Regional Police facility. This identification badge will remain the property of the Peel Regional Police and must be returned upon request. The Vendor will be responsible for the prompt return of the identification badge upon written notice by the Agency.

These Supplementary Terms and Conditions are in addition to the Agency's Standard Terms and Conditions.

SC1 WORKPLACE SAFETY AND INSURANCE BOARD COVERAGE

Add the following to Standard Terms and Conditions Clause 6 Compliance with Laws:

The Vendor clearly understands and agrees that it is not, nor is anyone hired by it, covered by the Agency under the *Workplace Safety and Insurance Act* S.O. 1997, c.16, Sch.A., as amended and the Vendor shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act, the Employment Insurance Act*, S.C. 1996, c.23 or any *Act*, whether Provincial or Federal, in respect of itself, its employees and operations, and shall furnish the Agency, if requested, with such satisfactory evidence that it has complied with the provisions of any such Acts. If the Vendor fails to do so, the Agency shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the Agency shall have the right to pay same. The Agency is not the employer of the Vendor or its personnel under any circumstances whatsoever.

The Vendor shall, both prior to commencing Work under the Contract and within 90 days of the expiration of the Contract date, submit a Clearance Certificate from the Workplace Safety and Insurance Board to the Agency that all assessments or compensation have been paid, and the Agency may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.

The successful Bidder must have valid Workplace and Safety Insurance Board Coverage and will be required to submit a current Clearance Certificate within seven days of award of the Contract.

SC2 INSURANCE

Add the following to Standard Terms and Conditions Clause 14 Insurance:

During the term of this Contract, the Vendor and each and every sub-contractor is required to maintain in full force and effect and at its own expense, the following insurance coverage:

1. General liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the Vendor and those for whom the Vendor is responsible for in law. These policies will all (1) be written on an occurrence basis with coverage for any one occurrence or claim of at least \$2,000,000 (2) name the Agency as additional insured (3) contain a severability of interests clause and cross liability clauses. The Vendor is responsible for payment of any loss or losses within the deductible or self-insured retention.

2. Professional Liability / Errors & Omissions Insurance in an amount of not less than \$2,000,000 per claim or occurrence.

All policies of insurance shall be (1) written with an insurer licensed to do business in Ontario (2) in form and content acceptable to the Agency acting reasonably (3) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Agency and (4) contain an undertaking by the insurers to notify the Agency in writing not less than 30 days before any material change, cancellation, lapse or termination of the policies.

Before the commencement of any operations hereunder, and within seven working days of award of the Contract, the successful Bidder shall provide the Agency a completed Certificate of Insurance on the Agency's form available at peelregion.ca/procurement, "Additional Information for Bidders" evidencing compliance with the policy requirements as detailed above.

Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Agency, forfeiture of the Contract.

SC3 CONFIDENTIALITY

Add the following to Standard Terms and Conditions Clause 19 Confidential Information/Ownership and Disclosure of Vendor Submissions:

The successful Vendor and supporting staff are responsible for respecting the confidentiality of the information and the working relationship between the community, the Agency's Vendors and sub-contractors and the Agency.

Any data file, graphic, design, drawings, plan, profile, draft reports and final reports or any other documentation (digital and hard copy) or property supplied or prepared by the Vendor or subcontractor pursuant to this assignment will be exclusive property of the Agency.

The successful Vendor will take steps to safeguard these materials and ensure that they are delivered to the Agency at the end of the project. The successful Vendor will also undertake to ensure that the information will not be discussed or shared with other parties during or after the completion of the work.

SC4 AGENCY CHANGES

Add the following to Standard Terms and Conditions new Clause 24:

The Agency may, order in writing, at any time before or after the commencement of the Work, alter the Work to be done provided that such extension or increase or alteration is within the reasonable competence of the Vendor to perform. If a change order increases or decreases the cost of the Work, the Vendor shall notify the Agency in writing prior to proceeding with notice of the change. The Vendor and the Agency shall agree on the increase or decrease in price to be

made to the purchase order. Where the Vendor and Agency fail to agree, the appropriate contract laws apply.

SC5 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

Add the following to Standard Terms and Conditions new Clause 25:

In the event of any inconsistency or conflict in the provisions of the Document, such provisions shall take precedence and govern in the following order, where applicable:

1. Addenda as issued
2. Executed Professional Consulting Services Agreement
3. Scope of Work
4. Online Bidding System forms
5. Instructions to Bidders
6. Supplementary Terms and Conditions
7. Standard Terms and Conditions

SC6 PROGRESS REPORTING

Add the following to Standard Terms and Conditions new Clause 26:

At the sole discretion of the Agency, the vendor at any time may be requested to furnish a progress report with regards to the Work as prescribed in this Document and the successful Bidder's Submission as accepted and amended by the Agency.

SC7 INTELLECTUAL PROPERTY AND MATERIAL RIGHTS

Add the following to Standard Terms and Conditions new Clause 27:

All information and data, in any form, prepared by the Vendor pursuant to this agreement, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Vendor, its employees or agents during the performance of and/or pursuant to this agreement shall automatically become the property of the Agency unless specifically noted otherwise in this agreement.

All intellectual property including, without limitation, data collected and/or processed, models and/or processes developed, prepared and delivered pursuant to this contract shall be the exclusive and absolute property of the Agency.

1. **INTRODUCTION**

Peel Regional Police (PRP) invites qualified and experienced firms to submit proposals for the second floor renovations of 6,076 square foot, leased space, located at 25 Capston Drive, Mississauga, Ontario.

2. **SCOPE OF SERVICE REQUIREMENTS**

The successful vendor will act as the Prime Consultant that will carry-out the following Work.

2.1 **Design Services Phase**

2.1.1 **Design and Space Planning**

- Attend meetings with user groups to review the plan and provide up to two minor revisions.
- Attend in-person touch base meetings prior to construction.
- Inventory of any existing furniture, equipment and/or specialty items required shall be relocated.
- Scope must include for furniture layout using existing inventory of workstations already on site. Scope to also include for inclusion of implementing some PRP furniture standards in certain areas (eg. private offices).
- Upon approval of space plan, drawings will be sent to contractor for use in preparing construction budget.
- Obtain sign-off of the planning drawings before proceeding to the construction documentation i.e. drawings and specifications.

2.1.2 **Design Development**

- Review and confirm existing conditions at site.
- Match existing architectural finishes affected by the renovation works including floor, wall, ceiling, millwork, door and hardware.
- Design to address noise privacy concerns, mechanical and electrical requirements to suit new layout, architectural finishes and millwork specifications.
- Construction drawings and specifications are to be distributed to other members of the team and PRP stakeholders for review and incorporation of comments which include:
 - Electrical and Mechanical Sub consultants
 - PRP Security
 - PRP IT (IT infrastructure and AV)
 - Sound Masking Consultant (specialty consultant if required)

2.2 **Contract Administration**

- Respond to any questions and/or clarify information via issued Addendum during the tendering process (*Note: value engineering following submission of bids which are within the project budget will be an addition to scope i.e. ASR*).

- Review and approve submittals including shop drawings, paint draw downs, hardware schedule.
- Review contractor invoices and issue payment certificates
- Issue construction documentations i.e. site instructions and change orders, to facilitate construction.
- Attend bi-weekly construction site meetings in person.
- Attend deficiency walk-through and issue deficiency report.
- Include Post Construction services i.e. review of as-builts and contractor's submittal documentation, including warranty certificates.

2.2.1 Construction Documentation

Prepare all construction documentation, including specifications, drawings, renderings, CCDC-2.

2.2.2 Tender Site Meeting / Bid Analysis

- Review bid submissions with owner.
- Attend site meeting and respond to questions from bidders in an Addendum form.
- Provide comments and feedback to owner on bid submissions.
- Issue Addendums on behalf of owner.

2.3 Permit Administration

2.3.1 Submit Permit Application

- Prepare drawings and specification for submission for building permit; PRP will pay the cost of permit.
- Address any questions and changes regarding permit application.
- Obtain hard copy permit for Owner.

2.3.2 Close Out Permit

- Prepare documentation for close out of permit post construction.
- Ensure GC has complied with all codes and by-laws before close out of permit.
- Address any and all questions from GC, Building inspector.
- Submit all documentation including sprinkler hydraulic calculation required for building permit application to City of Mississauga for the above noted drawings.
- During the application review period, supply all additional information or documentation that may be required to obtain approval – including meet and/or respond to all inspection questions / clarification requests.
- Once approval is obtained, distribute documents to the responsible party.
- Upon construction completion, review the site for adherence to Ontario Building Code and issue Letter of Final Review as required for building permit closeout.

2.4 Construction Phase

2.4.1 Contract Administration

The costs associated with this item include but are not limited to assembling the CCDC-2(2020) construction contract, coordination with all parties for execution, responding to contractor inquiries, reviewing shop drawings and material submissions, issuing change orders, etc. in a timely manner to ensure that the project remains on schedule. Costs also include for reviewing contractor invoices, issuing payment certificates and coordinating publishing of certificates for substantial completion.

- Prepare contracts for construction i.e. CCDC 2 (2020) contract (3 hard copies) which are to incorporate documents received from the Agency that include duly-completed bid forms, bonds, insurance, addenda, etc. and delivered to the Agency to obtain signatures from all parties. Cost to purchase CCDC 2 contract (3), seal (3) printing and delivery shall be drawn through Cash Allowance as flow-through invoices.
- Review and take other appropriate action with reasonable promptness upon such construction contractor's submittals as shop drawings, product data, and samples, for conformance with the general design concept of the Work as provided in the Construction Contract Documents. It is expected that consultant will assist during contractor's shop drawings' production by providing CAD base drawing/s from the Issue of Construction set as may be requested by contractor.
- Review and provide the Client and the construction contractor with comments, if any, in respect of the as-built drawings and documents submitted by the construction contractor at the completion of the construction work.
- Provide and coordinate letters of assurance as applicable.
- Render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the Client or the construction contractor.
- Render written findings within a reasonable time, on all claims, disputes and other matters in question between the Client and the construction contractor relating to the execution or performance of the Work or the interpretation of the Construction Contract Documents.
- Have the authority to order minor adjustments in the Work which are consistent with the intent of the Construction Contract Documents, when these do not involve an adjustment in the contract price or an extension of the contract time.
- Determine the amounts owing to the construction contractor under the Construction Contract Documents based on the Architect's observations and evaluation of the construction contractor's application(s) for payment.

2.4.2 Construction Review

- Attend site with owner and GC to ensure construction progress at site.
- Address any questions, RFI, Site instruction issues on behalf of owner.

2.4.3 Progress Meetings

The costs associated with this item include four (4) regular Progress Meetings as determined at the start of construction. Each meeting must be recorded and issued within two (2) business days. Costs per meeting are to include for all disbursements. The number of meetings can be increased/decreased at the discretion of PRP. No additional meetings are to be undertaken without written authorization from PRP.

2.5 Close Out Phase

2.5.1 Final Walkthrough

The costs associated with this item include but are not limited to:

- Administer and prepare during the one (1) year warranty period the reporting of any defects or deficiencies which have been observed during that period and notify the construction contractor in writing of those items requiring attention by the construction contractor to complete the Work in accordance with the Construction Contract Documents as received.
- Prior to the end of the warranty period perform with the Agency an inspection of the Work and review any defects or deficiencies which have been reported or observed during that period, and inspect the Work with the Agency to identify any additional defects or deficiencies, and notify the construction contractor in writing of those items requiring attention by the construction contractor to complete the Work in accordance with the Construction Contract Documents. Note that the Agency requires a warranty period of one (1) year from substantial performance. The project may require extended warranties for specific materials, products, equipment, systems or installation.
- Verify the validity of the construction contractor's application for release of holdbacks, final payment and issue certificates.

2.5.2 Close Out Documentation

Costs associated with this item include for but are not limited to:

- Provide final, as-built documentation reflecting any changes made during the installation process.
- Review and provide the details of the warranty, including coverage and duration.
- Closeout phase to include conducting final inspections to verify that all construction has been installed correctly and functions as intended.

- Prepare and deliver a comprehensive final report summarizing the entire project, including challenges and how they were resolved.

3. **PROJECT GOALS AND OBJECTIVES**

3.1 **Detailed Design Development**

Design and develop a visually appealing and innovative space for PRP user groups to work that enhances the aesthetic appeal of the surrounding area while ensuring functionality and safety.

3.2 **Project Management**

Implement effective project management practices to ensure tasks are completed on time, resources are allocated efficiently, and the project stays within budget constraints.

3.3 **Timely Delivery and Cost Effectiveness**

Completion of the project within the agreed-upon timeframe and budget constraints.

4. **DELIVERABLES**

4.1 **Assessment and Recommendation Reports**

The Vendor shall prepare for Agency's review and approval, report and schematic design drawings to illustrate proposed recommendations, designs and options, including cost estimates.

4.2 **60 Per Cent Detailed Design Submission**

Based on the Agency's comments received during the previous phase, the Vendor shall incorporate such comments, where appropriate, in the development of detailed design, which shall include detailed drawings and specifications.

4.3 **95 Per Cent Detailed Design Submission**

It is imperative that the Vendor completes the 95 per cent design within three (3) months of the kick off meeting. The work plan must demonstrate the availability of sufficient resources to meet this objective. The work plan shall include sufficient detail to demonstrate how the objectives will be achieved.

4.4 **Tender Package Review**

The Vendor shall meet with the Agency's staff to approve the final design drawings and tender package. Design drawings and documentation must include changes from 95 per cent design submission review. The document is to be provided to the Agency either in Word or PDF format at the discretion of the Agency.

- 4.5 Final Tender Package
For Agency review and acceptance of final draft for Tender document prior to tendering, the Consultant must submit the final submission at least two weeks prior to tendering. Approval from the Agency's Project Manager must be obtained.

- 4.6 Tendering Period
The Consultant shall provide a response to the Project Manager with respect to Contractors inquiries during the tendering period. The Consultant will be responsible for compiling draft addenda in accordance with the Agency's standard Purchasing format. The addenda shall be emailed to the Agency's Project Manager for review and final acceptance.

- 5. **EXISTING RECORD DRAWINGS**
 - 5.1 Limited record drawings of the existing leased office space layout will be provided from PRP.

PROPOSAL SUBMISSION REQUIREMENTS

The Bidders are required to provide a comprehensive point-by-point response in the electronic bidding system for each of the items listed in this section. The information is to be uploaded in the appropriate upload area in the online Bidding System. Each of the uploaded information should clearly identify each item to which it is responding (by number and heading, i.e. 1.1, 1.2.1, 1.2.2, etc.).

The evaluation committee will review and evaluate the information provided by Bidders in response to the items listed below. Failure to provide a response to any of these requirements may deem the submission non-responsive and subsequently no points will be assigned during the evaluation process. Information submitted is subject to verification, and further pertinent information may be obtained from references. Reference checks by the Agency may not be limited to those listed in the Respondent's Submission.

The purpose of this section is to obtain information from firms that have experience in providing design and engineering services for policing service facilities.

1.1 BIDDER PROFILE AND EXPERIENCE

The responses must demonstrate the Bidder's qualifications in performing the work and that they have sufficient knowledge, skills, capacity and resources to meet the project requirements.

1.1.1 Description of Firm

- 1.1.1.1 Brief history of firm's background, profile and number of years in business including experience on similar or related undertakings with a value in excess of \$2,000,000.
- 1.1.1.2 State the availability of resources – describing how your firm will ensure the continuity of staff resources, consistency of service, as well as quality and timelines of work during the course of this project.
- 1.1.1.3 Positive previous work experience for police agencies with a similar scope and magnitude.

1.1.2 Team Leader

- 1.1.2.1 Provide curriculum vitae/resume that should include education / qualifications and tenure with the firm.
- 1.1.2.2 Identify leadership and management skills that will benefit this project.
- 1.1.2.3 Confirm proposed team Leader's time commitment and ability to remain with the project throughout its duration and respond to any inquiries in a timely fashion.

1.1.3 Team Organization

- 1.1.3.1 List the members of the Consulting team and detail their professional qualifications, duties and responsibilities for this project. This shall include all anticipated disciplines as described in the Scope of Work.

- 1.1.3.2 Provide a detailed rationale of identified sub-consultant/s to the team and a listing of previous work performed together, if any.

1.4 **Contribution Matrix**

Provide and identify time commitment by key participants of the team corresponding with their activities. Indicate time commitments for each phase by each team member as a percentage of the total time for the project.

1.2 **BIDDER PROJECT EXPERIENCE REQUIREMENTS**

Provide a summary of at least three (3) recently completed projects within the last five years that are comparable to this project in size and complexity.

1.2.1 **Project 1** – include in the summary the following information:

- 1.2.1.1 Project description - highlighting similarity and relevance to this project. Include pictures, diagrams, testimonials, etc.
- 1.2.1.2 Approximate value of the project project in excess of \$2,000,000.
- 1.2.1.3 Approximate start and completion dates.
- 1.2.1.4 Indicate the names of the project team members and their respective roles and responsibilities.
- 1.2.1.5 The contact information for the client representative for each project, for reference purposes.

1.2.2 **Project 2** – include in the summary the following information:

- 1.2.2.1 Project description - highlighting similarity and relevance to this project. Include pictures, diagrams, testimonials, etc.
- 1.2.2.2 Approximate value of the project project in excess of \$2,000,000.
- 1.2.2.3 Approximate start and completion dates.
- 1.2.2.4 Indicate the names of the project team members and their respective roles and responsibilities.
- 1.2.2.5 The contact information for the client representative for each project, for reference purposes.

1.2.3 **Project 3** – include in the summary the following information:

- 1.2.3.1 Project description - highlighting similarity and relevance to this project. Include pictures, diagrams, testimonials, etc.
- 1.2.3.2 Approximate value of the project project in excess of \$2,000,000.
- 1.2.3.3 Approximate start and completion dates.
- 1.2.3.4 Indicate the names of the project team members and their respective roles and responsibilities.
- 1.2.3.5 The contact information for the client representative for each project, for reference purposes.

1.3 **PROJECT IMPLEMENTATION STRATEGY**

1.3.1 **Understanding of the Requirements**

Identify proponent's understanding of the project, regional / municipal and policing environment, time pressures and other extant factors relating to the project. Identify any foreseen challenges and/or constraints.

1.3.2 **Methodology and Approach**

Provide a description of the Bidder's method and approach to satisfy Agency's requirements and the successful delivery of the project. Include how the consulting team plans to engage the Agency's stakeholders and government agencies / authorities (in providing input and guidelines on approval process).

1.3.3 **Schedule (GANTT Chart) and Control**

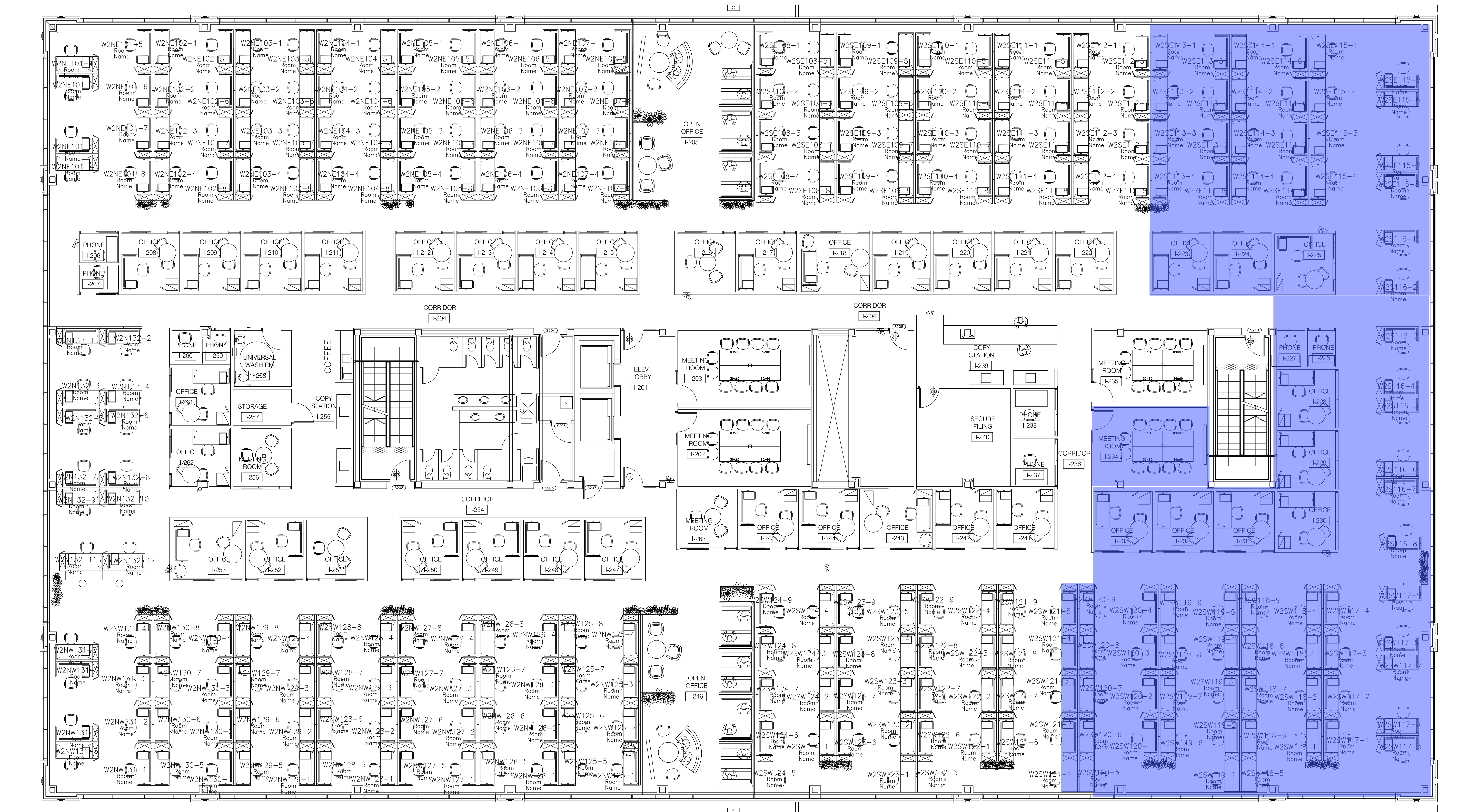
- 1.3.3.1 Bidders to provide a Gantt chart outlining the timing and steps involved in delivering the services per the project schedule. Identify the interrelationships and task dependencies related to the various permits and approvals.
- 1.3.3.2 Bidders to outline how their team will meet their scheduled commitments including what actions will be taken to bring this project back on track if a milestone date has not been achieved or if schedule slippage occurs.

Staff Count Summary

3,000 sq.ft. = Occupancy of 30 people maximum per OBC

5,000 sq.ft. = Occupancy of 50 people maximum per OBC

Total Police Area 6.076 sq. ft.



**STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES
THE REGIONAL MUNICIPALITY OF PEEL**

These Standard Terms and Conditions govern this purchase and Bidders and/or Vendors agree to be bound by the terms and conditions set forth, except as may be amended by the Agency in writing.

1. Definitions

- (a) “Agency” means The Regional Municipality of Peel, Peel Regional Police, Peel Housing Corporation o/a Peel Living and any other government or agency or board on behalf of which The Regional Municipality of Peel is acting and for the purposes of the performance of the Contract shall mean the municipality or entity awarding the Contract. For purposes of the Contract, “Agency” shall include “Owner”.
- (b) “Bidder” means any proponent, respondent or other person or entity who has obtained official procurement documents for the purpose of submitting, or who has submitted a Bidder Submission in response to the Document. Furthermore, the definition of “Bidder” shall include any entity affiliated or related to the Bidder (including any entity with the same directing mind as the Bidder) as determined in the discretion of the Director of Procurement, in consultation with the Regional Solicitor.
- (c) “Bidder Submission” means the document as completed by the Bidder for the purpose of offering to sell to the Agency the goods and/or services specified in the Document, and includes but is not limited to quotations, tenders and proposals.
- (d) “Bidding System” means the electronic system used by the Agency for its public tenders, bids and request for proposals at the following website: peelregion.bidsandtenders.ca, which is required to be used for all dissemination of information by or on behalf of the Agency and all submissions from Bidders for this Document.
- (e) “Contract” means the agreement in writing governing the performance of the Work and includes, without limitation, the Document (including the Standard Terms and Conditions), Bidder Submission and the written document accepting the Bidder Submission (including any notice of acceptance or award).
- (f) “Document” means the document describing the goods and/or services to be purchased and the terms upon which the goods and/or services are to be purchased and includes, without limitation, those documents referenced on the index of the Document and such addenda as may be issued by the Agency from time to time.
- (g) “Procurement Representative” means the person named as the Procurement Representative or designate on the Document.
- (h) “Region of Peel” has the same meaning as the Agency.
- (i) “Vendor” means the successful Bidder and includes the term Contractor who enters into the Contract with the Agency for the provision of the goods and/or services set out in this Document.
- (j) “Work” means the work to be undertaken by the Vendor pursuant to the provisions of the Contract.

2. Bidder Submission

- (a) The Bidder Submission must be submitted electronically using the Bidding System.
- (b) A person or persons with authority to bind the Bidder must electronically declare on the online Bidding System that their Bidder Submission has been made entirely in accordance with the Document.
- (c) All pricing in the Bidder Submission must be expressed in figures, and must be in Canadian Dollars.
- (d) Prices in the Bidder Submission must include all costs necessary to complete the Work in accordance with the Document including customs and duties.
- (e) The Bidder represents, warrants and confirms that no oral or written alterations or variations in the Document and/or Contract have been made by the Bidder and none shall be valid or binding upon the Agency unless authorized by the Agency in writing.
- (f) Bidder Submissions which are qualified or subject to any conditions, limitations or restrictions shall be rejected by the Agency.
- (g) The Bidder acknowledges that it is solely responsible for obtaining and reviewing all Contract documents and all addenda issued by the Agency pertaining to the Document.

3. Agency Rights

The Agency reserves the right, in its sole and absolute discretion to:

- (a) deem a Bidder Submission to be unbalanced and may reject any and all Bidder Submissions, which it so deems, and for this purpose, “unbalanced” shall include, without limitation, a Bidder Submission which does not reflect a realistic breakdown of the costs of each or any portion of the Work;
- (b) adjust the totals in a Bidder Submission where there are errors in extensions, additions or computations. In such cases, the unit prices shown shall govern;
- (c) reject any or all Bidder Submissions, accept a Bidder Submission which is not the lowest price, reject a Bidder Submission even if it is the only one received by the Agency; and cancel or suspend or delay this request for Bidder Submissions at any time either before or after the receipt of Bidder Submissions, following which the Agency may proceed as it determines in its sole discretion, including without limitation, negotiating with any one or more of the Bidders or any other person or entity for the performance of the Work under such terms and conditions as the Agency may decide in its sole discretion, or issuing a new request for Bidder Submissions on the same or modified terms, all without liability to itself;
- (d) if making an award of the Contract in its entirety or in part to one or more Vendors, make changes to the content of the Contract to address unforeseen circumstances which may have arisen during the bidding period, including but not limited to health, environmental, social or emergency events including but not limited to epidemics and pandemics, which require responses to ensure the health and safety of workers, the health of the public and of Agency staff, and the efficacy of the project are maintained at all times, if in doing so the best interests of the Agency will be served, and the Agency will assess the expected costs of such changes and make a contingency allowance for same, which the Vendor may claim costs against on a zero mark-up basis upon proof sufficient to the Agency, unless such changes are expected to be able to be accommodated by the Vendor without change to the Contract Price;

- (e) award the Contract in its entirety or in part, to one or more Vendors, if in doing so the best interests of the Agency will be served;
- (f) inspect and have a demonstration of the goods and/or services offered prior to award of a Contract and request evidence of experience, ability or financial standing;
- (g) waive formalities, technical defects, irregularities and omissions in a Bidder Submission, and may accept a Bidder Submission which does not comply with the formal requirements of the Document, if in doing so the best interests of the Agency will be served;
- (h) remove from the Agency's list of vendors the name of any vendor and/or Bidder for failure to accept a contract or for unsatisfactory performance or non-performance of a contract;
- (i) fully evaluate the Bidder Submission, which evaluation may include, without limitation, a review of references provided by the Bidder and of those that may be obtained by the Agency independently, past performance history of contracts between the Bidder and the Agency and/or between the Bidder and third parties, past completion history (including completion of full contract term, late or extended completion of contract and late delivery of goods or services), litigation and claims history of the Bidder (including previous, existing or potential litigation with the Agency or others and construction liens filed by the Bidder or subcontractors), delivery of incorrect services, customer service and responsiveness, or history of bidding unrealistic pricing, any of which may result in higher ultimate costs or other difficulties for the Agency, and to reject a Bidder Submission if the same is, in the Agency's sole opinion, unsatisfactory, or would not provide the best value to the Agency;
- (j) reject and disqualify any or all Bidder Submissions based on a Bidder's Vendor Performance Rating, status and standing as per the Agency's Vendor Performance Evaluations procedures, as amended from time to time;
- (k) seek further information and/or clarification, including without limitation a detailed price breakdown, from any Bidder after the closing time, for the purposes of assisting the Agency in interpreting and evaluating any Bidder Submission and in interpreting any inconsistencies which may appear in any Bidder Submission, and the Agency shall have the right to consider and rely on such further information and clarifications in evaluating the Bidder Submissions and awarding the Contract;
- (l) verify any Bidder statement or claim in a Bidder Submission by whatever means the Agency deems appropriate, and reject any Bidder Submission containing any such statement or claim if, in the judgement of the Agency, the statement or claim is unwarranted, not credible, or false; and
- (m) either before, after or as a change to the terms of the Contract award, to temporarily suspend or to alter the timelines of the Contract delivery schedule or any other terms of the Contract in its sole discretion, in response to circumstances beyond the Agency's control or legislative changes or orders of a government, related to health (such as public health, occupational health and safety or construction safety), environmental, social or other emergent or unforeseen circumstances such as epidemics and pandemics.

4. **Collusion and Conflict of Interest**

- (a) By submitting a Bidder Submission, each Bidder represents and warrants that no member, officer or employee of the Agency or Council has or will have an

interest, directly or indirectly, in the performance of the Contract, or in the supplies, work or business in connection with the said Contract, or in any portion of the profits thereof, or in any monies to be derived therefrom; the Bidder Submission is not made in collusion with any other Bidder making a Bidder Submission for the same goods and services and is, in all respects, fair and without fraud; and that neither it nor any of its subcontractors nor any of their respective representatives has any actual, apparent or potential conflict of interest or existing business or other relationship with the Agency or any or any other party or person providing advice or services to the Agency with respect to the Document or the Work or any of their respective representatives that gives rise or might give rise to an unfair advantage (a "Conflict of Interest"). Each Bidder acknowledges that it is within the Agency's discretion to determine whether a Conflict of Interest exists.

- (b) Should the Bidder give or offer any gratuity to or attempt to bribe any member of the Agency, or to commit collusion or fraud, the Agency shall be at liberty to reject the Bidder Submission or, if a Contract has been awarded, terminate the Contract forthwith, without liability to itself, and to rely upon the sureties as provided for.
- (c) By submitting a Bidder Submission for this Document, each Bidder thereby releases and forever discharges the Agency from any and all liability related to any determination the Agency may make regarding Conflicts of Interest, including any disqualification, prohibition, rejection or contract termination which may result therefrom.
- (d) In addition to all other rights in this Document or otherwise available at law or in equity, the Agency may, in its discretion, immediately disqualify a Bidder Submission or may terminate any contract entered into in connection with or resulting from the Document, without liability, penalty or cost, upon giving notice to the Bidder if the Bidder or any of their respective representatives fails to disclose or has failed to disclose any Conflict of Interest.

5. Taxes

The Agency is subject to the payment of provincial sales and federal taxes imposed by the Provincial and Federal Governments and, if required, the collection of any withholding tax for non-resident vendors.

6. Compliance with Laws

The Vendor shall comply with all applicable laws and by-laws including without limitation, the *Workplace Safety Insurance Act*, the *Occupational Health and Safety Act*, and the *Human Rights Code*, as amended from time to time. Any breach or breaches of any applicable laws or by-laws, whether by the Vendor or any of its subcontractors, may result in the immediate termination of the Contract and the forfeiture of all sums owing to the Vendor by the Agency.

7. Inconsistency, Conflicts and Omissions

- (a) In the event of any inconsistency or conflict in the Document, the Bidder shall notify the Agency prior to the closing time.
- (b) The Bidder shall not take advantage of any apparent error or omission in the Document. Any work not specified which is necessary for the proper performance and completion of any part of the Work contemplated, which may be implied as included in the Work, shall be done by the Vendor as if it had been

specified and shall not be construed as a variation in the Work to be done, and shall not be subject to any claim by the Vendor for additional compensation.

8. Acceptance/Rejection of Goods and Services

The Agency shall be entitled, in its sole and absolute discretion, to accept or reject goods or services which are substandard, defective, of inferior quality, or are otherwise not in accordance with the Contract, as the best interests of the Agency may require.

9. Force Majeure

In the event that performance of any or all of a party's obligations under the Contract is made impossible by an occurrence, circumstance, or cause beyond the control of the party affected, then such party shall immediately notify the other in writing. In such event, the Agency may (1) terminate the Contract forthwith with liability to pay the Contractor only for work completed prior to the termination, (2) suspend or delay performance of the work until the occurrence abates with no Contract price change, or (3) authorize the Vendor to continue the performance of the Contract with such adjustments to the work as may be required by the occurrence in question, but with no increase to Contract price. Delays in or failure of performance by either party under the Contract shall not constitute default hereunder nor give rise to any claim for increased Contract price or damages if such delay or failure is caused by occurrences beyond the control of the party affected, including, but not limited to, orders or other acts of Governments, acts of God, outbreaks of communicable disease resulting in government action, fires, floods, riots, war, rebellion, unusual delay by common carriers or unavoidable casualties, sabotage, and atomic or nuclear incidents, unless by exercise of reasonable effort or foresight they could have been avoided or mitigated.

Notwithstanding the foregoing, default or breach under a party's contract with others, lack of finances, adverse or inclement weather or climatic conditions short of a declared state of emergency, strikes, lockouts, and other concerted acts by workers shall not be deemed to be causes beyond a party's control. For greater certainty, if a party is capable of performing its obligations under the Contract notwithstanding the existence of any of the aforementioned events, such party will not be excused from the performance of its obligations.

10. Assignment

- (a) The Vendor shall keep the Contract under its control and shall not assign, transfer, convey or sublet any portion of the Contract without first obtaining the written consent of the Agency.
- (b) The Agency may assign, transfer, convey, or otherwise dispose of this Contract or any of its rights, benefits, warranties, and/or obligations therein, in whole or in part, without the prior written consent of, but with written notice to, the Vendor in the following circumstances:
 - (i) to one or more municipalities;
 - (ii) to a municipal service board;
 - (iii) to a municipal business corporation; or
 - (iv) if an assignment, transfer, conveyance or other disposition is required for any other reason, including as a result of, or pursuant to, a court order or a legislative act, including the *Hazel McCallion Act* (Peel Dissolution), 2023, as well as any regulations made thereunder;(collectively the "Assignee").

- (c) In the event of an assignment, transfer, conveyance or other disposition in accordance with section b) above, the Vendor shall be responsible to immediately transfer any insurance, warranties, securities, or other similar obligations to the Assignee, or to make alternative arrangements for such obligations to the satisfaction of the Assignee.

11. Covenants and Indemnities

- (a) The Vendor agrees:
 - (i) to perform the Contract in accordance with the documents under which the award is made;
 - (ii) to indemnify and hold harmless the Agency, its officers, directors, agents, employees, Councillors, Chair and Board Members from and against all claims, costs, expenses, demands, losses, damages, actions, suits or proceedings, including all legal fees and disbursements, that arise out of, or are attributable to the acts or omissions of the Vendor, its subcontractors, suppliers, agents, employees, officers, directors, and all other persons and other entities for whose acts the Vendor may be liable or for whom it is responsible in law and their respective officers, directors, agents and employees.
 - (iii) to indemnify and to save the Agency, its officers, directors, agents, employees, Councillors, Chair and Board members harmless from liability of any kind for the use of any composition, secret process, invention, copyright, patent, intellectual property, article or appliance, furnished or used in the performance of the Contract of which the Vendor is not the owner, patentee, assignee, or licensee;
 - (iv) to guarantee against defective goods and/or services and to replace any damaged or defective goods and/or services to the satisfaction of the Agency;
 - (v) to furnish adequate protection from damage for all work and to repair damage of any kind, for which it and its employees are responsible; and
 - (vi) to pay for all permits, licenses, approvals, and inspections, and to give all notices and comply with all by-laws and regulations of the Agency.
- (b) For greater certainty, and without limiting the intent of any other terms of the Contract, the obligations of the Vendor in this paragraph 11 shall survive the expiry or other termination of the Contract.

12. Guarantees and Warranties

All Work shall be done in a good and workmanship like manner. All materials, goods and services must meet the specifications. The Vendor warrants and guarantees that all materials, goods; services and workmanship will be free from defects and fit for the purpose intended by the Agency. All goods delivered by the Vendor must be new, in good working order and of the latest model possessing all the accessories standard to the manufacturer's stock model. The goods and/or services must be covered by written guarantees and warranties acceptable to the Agency. The warranties set out herein and any other warranties provided to the Agency by the Vendor as part of the Contract are and shall be in addition to all other warranties to which the Agency may be entitled in law and in equity.

13. Damage Claims

The Vendor shall be liable for the costs of all damages caused by it, its subcontractors, suppliers, agents, employees, workers, persons employed by it, officers, directors and all other persons and other entities for whose acts the Vendor may be liable or for whom it is responsible in law, arising from the execution of the Work, by reasons including, without limitation, the existence, location, condition of work, or any materials, plant or machinery used thereon or therein, or which may happen by reason of its failure or the failure for those for whom it is responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract, and shall indemnify and save the Agency, its officers, directors, agents, employees, Councillors, Chair and Board members harmless from any claims arising thereby, including but not limited to costs of rectification incurred by the Agency and any legal costs in connection therewith on a solicitor and client basis.

14. Insurance

The Vendor shall maintain insurance as required by all applicable laws and regulations and shall maintain such further insurance as may be required by the Agency pursuant to the terms of the Contract. The Vendor shall furnish satisfactory proof of insurance when required by the Agency.

15. Liquidated Damages

If the Vendor fails, neglects or refuses at any time to supply all goods or services to the Agency as specified within the Contract, or fails, neglects or refuses to replace goods or services rejected by the Agency, then the Agency shall be and is hereby empowered forthwith to procure such material elsewhere and to charge all costs for goods or services thereby incurred by it to the Vendor as liquidated damages and to deduct the same from the monies due, or to become due to the Vendor on any other contract, or to collect such costs from the Vendor by any other method permitted by law.

16. Right to Retain Monies

The Agency shall have the right to retain, out of monies payable to the Vendor under the Contract the total amount outstanding from time to time of all claims arising out of the default of the vendor in any of its obligations to the Agency, whether pursuant to this or any other contract between the Vendor and the Agency which has not been settled by the Vendor or its insurers. For the purposes of this paragraph, a claim by the Vendor has been settled if payment has been made to and accepted by the claimant and a complete release obtained from it, or the claim has been fully investigated and a complete denial of liability has been made to and accepted by the claimant.

17. Termination

- (a) This Contract may be terminated without notice by the Agency should the Vendor fail to comply with one or more of the Contract terms. In addition to cancelling the Contract, the Agency shall be entitled to pursue any remedies to which it is entitled in law or equity for damages suffered as a result of the Vendor's breach.
- (b) Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Agency.

18. Notice

- (a) Any notice, direction, request or document required or permitted to be given by either party to the other shall be deemed to have been sufficiently and effectually

- given if delivered or mailed by prepaid registered post, or equivalent, or sent by facsimile transmission to the address and number shown in the Bidder Submission or to such other address or number of which either party hereto may from time to time notify the other in the manner set out in this paragraph.
- (b) If any such notice, direction, request, document or payment is so given, it shall be conclusively deemed to have been given and received on the date of delivery if delivered, on the next business day if transmitted by telefax, and on the fifth calendar day following the mailing thereof, if sent by mail as aforesaid.
19. Confidential Information/Ownership and Disclosure of Bidder Submissions
- (a) The Vendor agrees to protect and maintain the confidentiality of all personal or other information, including all personal health information, that the Vendor accesses or of which the Vendor acquires knowledge of as a result of the services in this Contract, and agrees to use, collect, disclose, retain, protect and dispose of the personal (health) information only in accordance with all privacy legislation applicable to the Agency where it is acting on behalf of the Agency. Disclosure of any information shall be done only with the Agency's prior written consent. The provisions of the indemnity clause in this Contract apply to any breach of privacy or confidentiality in this clause. The Vendor shall ensure that its directors, officers, employees, agents, subcontractors and anyone else for whom it is responsible in law all adhere to the requirements of this section regarding privacy and confidentiality.
- (b) The Agency, and the Agency's responsibilities under this Contract, are subject to all applicable privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c.M.56, as amended ("MFIPPA") and/or the *Personal Health Information Protection Act*, 2004 ("PHIPA") with respect to the collection, use, disclosure, retention and protection of confidential, sensitive or personal (health) information under the Agency's custody and control. Under an MFIPPA request, all documents provided to the Agency by the Vendor pursuant to the procurement process which led to this Contract, and the Contract itself and associated documents, may be required by law to be made available to a requesting member of the public, with the possible exception that the party submitting certain information requests that it be treated as confidential and that there is an appropriate exemption to disclosure in MFIPPA, or a non-disclosure requirement in either MFIPPA or PHIPA.
- (c) The Bidder Submissions, along with all correspondence, documentation and information provided to the Agency by any Bidder in connection with or arising out of the Bidder Submission, once received by the Agency, shall become the property of the Agency and may be appended to any agreement and/or purchase order with the successful Bidder. Bidders must identify in their Bidder Submissions any scientific, technical, proprietary, commercial or other confidential information, the disclosure of which could cause them injury.
- (d) In public bids, the name of each Bidder and the lump sum price contained in their Bidder Submission shall be published on the Bidding System.
- (e) Where award is to be made by Regional Council, the Peel Police Services Board or the Board of Directors of Peel Housing Corporation, information regarding all Bidder Submissions, including names of each Bidder, lump sum prices and the annual or overall value of the Contract and/or Bidder Submissions shall be included in public reports to Regional Council or the relevant Boards such that the information is released publicly. The Bidder acknowledges that the Agency

cannot guarantee it can honour requests to keep Bidder information confidential in light of applicable law requirements, and also in light of the need for transparency and public disclosure where release of Bidder information in public Council reports related to a specific project or procurement process is necessary.

20. Remedies

- (a) The rights and remedies of the Agency as set forth in any provision of the Contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity.
- (b) The exercise of any remedy provided by the Contract does not relieve the Vendor or its sureties from any liability under the Contract.
- (c) The Agency may take such steps as it considers necessary to remedy any breach of the Contract and any damages or expenditures thereby incurred by the Agency plus a reasonable allowance for overhead may be collected in any manner provided for in the Contract or otherwise available in law.
- (d) The failure of either the Agency or the Vendor to insist upon strict performance of any provisions of the Contract shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

21. Severability

In the event that any provision of the Contract is held invalid, illegal or unenforceable, the remaining provisions of the Contract will not be affected and shall continue in full force and effect.

22. Successors and Assigns

This Contract shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors or permitted assigns.

23. Governing Law

This Document, the Bidder Submission and the Contract shall be governed and construed in accordance with the laws of the Province of Ontario.

24. Time is of the Essence

Time shall be in all respects of the essence of this Contract.

1. BACKGROUND INFORMATION

The Region utilizes an Automated Bid Document Creator (BDC) system. BDC was developed in response to a requirement to standardize bid documentation and contractual requirements and to more expediently prepare and issue bid documents, for quotations, tenders, and proposals.

Since the Region has spent considerable time and resources to develop standard bid documentation, it is important that **all** Regional departments and consultants responsible for preparing bid documents follow the established format and content.

Notwithstanding the above, any documentation provided will still need to be reviewed for possible amendment to ensure it is suitable for the purpose intended. However, the subsequent review process by staff, prior to issuance of the documents to prospective vendors should be able to focus on proposed amendments without having to spend time reviewing or comparing variations in format or text.

2. QUESTIONS AND INTERPRETATIONS

Should you have any questions, please refer to the contact person or procurement staff member associated with this bid solicitation.

3. PROHIBITIONS, RESTRICTIONS AND COMPLIANCE

Bid documents must be prepared in accordance with the provisions of the Automated Bid Document Creator (BDC) and these guidelines. The Region will not bear any additional costs or delays as a result of non-compliance.

The use, application, and dissemination of information on the Automated Bid Document Creator (BDC) is limited to work performed by the Region of Peel. The information on the BDC is not to be provided to other parties other than as may be required through the terms of an approved consultant's agreement/ assignment.

4. CONSULTANT RESPONSIBILITIES

The Consultant shall prepare and submit draft copies of the bid documentation to the Region in accordance with these guidelines. A contact person will be appointed to deal with the bid solicitation if not already indicated. The consultant is expected to review with the Region's contact person the draft documents. For the purposes of this guideline and unless otherwise specified in these guidelines, the Bid Document is defined as the document produced through the BDC generation process and any inserted text or sections.

5. DOCUMENT FORMATS

Any suggested changes to the standard cover sheet, index, advertisement, instructions to vendors, form of tender, terms and conditions, insurance, performance bond, health and safety certificate, and any other standard documentation must be clearly identified. Changes should be made using WORD track changes feature, highlighting changes in red and deletions in blue. Changes to documentation in PDF format should be identified separately or otherwise noted in other appropriate sections of the bid document.

Should a consultant fail to follow these guidelines and is required to redo any section due to, but not limited to, the use of gender language, imperial only measurements, and specifications are on drawings, the consultant will not charge for making the necessary changes to comply with our document standards.

The consultant will be held responsible and liable for any subsequent repercussions should any suggested changes not be properly and clearly identified to Regional staff.

Final versions of bid documents are to be forwarded to the Region's contact person via e-mail, disc or diskette. Electronic modifications to the bid documents by the consultant will not be permitted once the documents have been submitted to Regional Procurement. If it is found that further changes or modifications are necessary they are to be submitted initially in red on hardcopy. The Region will determine how the changes are to be made.

In the case of drawings, the format will be in accordance with the requirements specified in the consultant's bid solicitation or in accordance with 5.5 below.

In the case of other attachments or appendices, every effort should be made to provide content that is compatible with the aforementioned without incurring additional cost.

5.1 General Format for all document Sections (exception –National Master Specifications form which is dealt with below)

The Bid Document shall be developed in Microsoft WORD format, latest version on standard 8 ½ x 11inch paper, Arial 11 pitch font size, printing is double sided. There must not be any gender specific (i.e. she or he) language in the document. Specifications must not appear on any of the document drawings, all specifications are to appear in the Specification section of the document. Measurements must be in Metric and if required due to industry standards the Imperial equivalent may appear in brackets (example: 2 metres or 2 metres (6.5 feet)).

Formatting instructions:

Font = Arial Font Size = 11
Margins = L (1.25 inches); R (1.25 inches); T (1.0 inches); B (1.0 inches)
Justified
Paragraph & Sub-paragraph Numbering shall be as follows:

1. **MAIN HEADING**
 - 1.1 **Sub-Heading**
 - 1.1.1 Text (numbering text is suggested for a long progression of paragraphs, if there is only three or less paragraphs the number is not required)
 - 1.1.2 Text

5.2 Goods and Services other than Construction utilizing the Agency's Standard Terms and Conditions.

The Format is to follow the format as outlined in 5.1.

5.3 Construction Contracts using Canadian Construction Documentation Committee Documents.

When using the CCDC2 Stipulated Price/Sum with the Agency's Supplementary Terms and Conditions to the CCDC2.

Under the Agency's Supplementary Terms and Conditions to the CCDC2 documents please note there are several clauses with *drafting notes* to ensure applicability as well as if information is required to be added in the particular section.

In the case of construction contracts, construction specifications shall conform to the Uniform Divisions of the Construction Specifications Institute Master format – Master list of Sections, Titles and Numbers.

Headers for the Specifications should read as per the sample below:

Regional Municipality of Peel	Document 200X-XXXT	Division 16
Procurement Section	CONSTRUCTION OF THE ?????	Section 16010
	????????	General Electrical Requirements

Special Provisions may change or enhance clauses in the CCDC2 and Supplementary Terms and Conditions to CCDC2 but prior to inserting into the document the Consultant shall get approval from the Project Manager and Director, Procurement (or their respective designates).

5.4 Construction Contracts using Ontario Provincial Standard Documentation and the Region's Volume 2 Contract documents

These contracts use the Ontario Provincial Standards document as amended in the Region's Volume 2 Contract Documents for Road, Watermain and Sanitary Sewer Projects.

Special Provisions may change or enhance clauses in Volume 2 but prior to inserting into the document the Consultant shall get approval from the Project Manager and Director, Procurement (or their respective designates).

5.5 Drawings-Region of Peel Facility Projects

Note: The drawing standards below do not apply to Public Works Infrastructure projects – for Public Works projects see peelregion.ca/pw/standards.

5.5.1 Drawing Standards

- Region of Peel drawing standards will be provided to the successful Vendor electronically via CD for copy purposes.
- The CD will include the following Region of Peel (ROP) drawings standards:
 - Metric drawing templates containing:
 - Text standards & font styles

- Layer states
- Layers
- Line types
- o Metric title blocks
 - 279 x 431, 609 x 914, 914 x 1219
- o Plot style files (.CTB files)
- o Master layering list in Excel format ("ROP Working Drawing Layer Standards.xls").
- The Vendor is not to stray from the Region of Peel's drawing standards

5.5.2 Drawing Submission Requirements

- Drawings submitted for **project records** are to be provided in PDF or TIF formats to protect professional stamps.
- All submitted electronic drawings must follow the master layering list provided ("ROP Working Drawing Layer Standards.xls") in order to be accepted into the ROP environment.
 - o Drawings that do not follow the Region of Peel's drawing standards will be returned to the Vendor for correction and resubmission.
- Where "As Recorded" drawings are to be submitted by the Vendor these are to be:
 - o FOR PUBLIC WORKS-SPECIFIC DOCUMENTS, in Microstation (dgn) format
 - o FOR REAL PROPERTY ASSET MANAGEMENT-SPECIFIC DOCUMENTS, in AutoCAD2006 (dwg) or later version format
 - o On CD ROM
 - o Submitted to the project manager within five (5) weeks following substantial completion of the project
 - o Including all X-ref drawings
 - o Indicating a revision line and date
 - o Without protection
 - o With professional stamps removed for the use of the Region of Peel

6. SUBMISSION REVIEWS

If as part of the consultant assignment the consultant is to review and analyze the tender submissions from Vendors the consultant must first ensure that the documents are **compliant** in accordance with submission requirements and are in no way qualified. The consultant is required to complete the compliance review in accordance with the

Agency's Document Compliance Review form (This is provided to the vendor upon award). If a consultant is unsure, the consultant should notify the project manager and/or procurement. The compliance review and acceptance or rejection of a vendor submission is with Regional staff. Should a submission be questionable as to its compliance, the Consultant must discuss with the Regional Staff member and the Regional staff member must discuss with their Procurement representative any vendor submission that is being accepted or rejected due to non-compliance. If need be the Procurement representative will discuss with the Director, Procurement and/or legal services.

Items to be reviewed, but not limited to the following:

Addenda – All addenda must be acknowledged as indicated within the form of tender. If one is missing and it is of a non-material nature, it may be waived, for example, if the addendum was for a new closing date and the vendor submitted on the new closing date.

Agreement to Bond – The Agreement to Bond is completed and sealed by a bonding company. If not, it is then non-compliant.

Qualifications to Terms and Conditions – If a vendor has removed or changed any term or condition as set out within the document, this is deemed a qualification and is non-compliant.

Sub-contractors – This is not a mandatory field. Should the document require this clause to be a mandatory requirement then the language within the clause needs to reflect the mandatory nature.

List of Proposed Major Sub-contractors – This clause is generally used for contract where the sub-contract is a substantial portion of the total cost of the contract. For example the mechanical sub-contractor may be over \$500,000. In this case this clause should be mandatory in nature and if the vendor fails to submit this would deem them non-compliant.

Mandatory Requirements – If the document has mandatory requirements and the vendor fails to meet them, they are deemed non-compliant and not considered for award. Such mandatory requirements might be samples to be supplied, attendance at site visits, etc.

Pricing on Our Forms – If not on the original document forms this may be cause for non-compliance. If this situation arises the acceptance or rejection shall be in accordance with the Agency Rights and the Director, Procurement.

References – If this is not completed and we need to determine experience this may be cause to disqualify. This would be determined by the language in the documents as mandatory. If it is mandatory ensure the document reflects this.

Right to Waive clause – This clause is not intended to be used for specific requirements within the document submission but for items that are non-material in essence and does not detract from the submission nor the ability to complete the works as described within the document.

Please refer to the Document Compliance Review for additional items to be reviewed.

THIS AGREEMENT dated the ____ day of _____ 20__ (“the Agreement”)

FOR

PROFESSIONAL CONSULTING SERVICES

BETWEEN:

The Regional Municipality of Peel
(the “Agency”)

and

T.B.D
(the “Consultant”)

the Region intends to proceed with the Architectural Consulting Services for Leased Space at 25 Capston Drive, Mississauga, for Peel Regional Police Facility (hereinafter referred to as the “Project”);

AND WHEREAS the Consultant has agreed to perform certain professional consulting services in connection with the Project in accordance with the terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Services**

- (a) The Consultant shall supply to the satisfaction of the Region, those services as set forth in Schedule “A”. Such services, as changed, altered or added to under Section 4, are hereinafter referred to as the “Services”.
- (b) The Consultant shall skillfully and competently perform the Services, with the standard of care, skill and diligence to be expected by reasonable, prudent professional engineers in the performance of services similar to those called for under this Agreement, in accordance with sound business practices. The Consultant shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant’s staff.
- (c) The Consultant shall provide, at the sole cost and expense of the Consultant, save as otherwise provided in this Agreement, all necessary equipment, analysis, transportation, accommodation, staff and technical assistance required in performing the Services.

- (d) The Consultant shall use the key personnel and such subconsultants as are referenced in the Consultant's Proposal (as defined in Section 3). The Consultant may substitute such personnel or subconsultants or retain additional subconsultants only with the prior written approval of the Region. The Region reserves the right to require that any of the Consultant's personnel or other persons employed by the Consultant, including any subconsultant, in the performance of the Services be replaced. The Consultant shall replace such person or subconsultant immediately upon receipt from the Region of notice in writing requiring it to do so.
- (e) The Consultant shall be solely responsible for the payment of any subconsultants employed, engaged or retained by the Consultant for the purpose of assisting it in the discharge of its obligations under this Agreement.
- (f) The Consultant shall co-ordinate the services of all subconsultants employed, engaged or retained by the Consultant and, without limiting the generality of any of the provisions of this Agreement, the Consultant shall be liable to the Region for costs or damages arising from errors or omissions of such subconsultants or any of them.
- (g) The Consultant shall complete any portion or portions of the Services in such order as the Region may require, and the Region shall have the right to take possession of and use any completed or partially completed portions of the work completed by the Consultant as a result of the completion or partial completion of the Services, notwithstanding any provisions expressed or implied to the contrary.
- (h) The Consultant shall comply with all laws, rules and regulations applicable to the provision of the Services, including due to health, environmental, social, emergency or other factors including the COVID-19 pandemic regulatory measures.

2. **Compensation**

- (a) The Region shall pay the Consultant for the Services performed by the Consultant pursuant to this Agreement in accordance with the provisions set forth in Schedule "B".
- (b) The Consultant shall, even if the rate of payment set forth in Schedule "B" is based on an hourly, daily or other time-based rate, perform all of the Services, notwithstanding that the value of the time spent by the Consultant in performance thereof exceeds the maximum amount specified in Schedule "B". No such rate shall relieve the Consultant from performing all of the Services or reduce its obligation to one of performing only some proportionate or other part of the Services.
- (c) Any item purchased and charged to the Region's account shall be and remain the property of the Region.

3. **Agreement**

The following documents are incorporated by reference and are included with and form part of this Agreement:

- The Regional Municipality of Peel Request for Proposal dated T.B.D. , Document 2024-162P, and all documents, terms and conditions contained therein (the “RFP”);
- The Proposal of the Consultant dated T.B.D. , and all documents submitted therewith (the “Proposal”);
- All schedules to this Agreement.

4. **Changes, Alterations and Additional Services**

The Region may in writing at any time before or after the execution of this Agreement or at any time before or after the commencement of the Services, delete, vary or otherwise alter (without extending or increasing) the Services, and may, with the consent of the Consultant, extend or increase the Services. If such action by the Region results in an increase or decrease in the cost of the Services, unless provided for otherwise in this Agreement, the cost of the Services shall be adjusted in such amount as shall be agreed upon between the parties in advance, in writing.

5. **Construction Act**

Notwithstanding any provision of this Agreement,

- (i) no sum shall be payable by the Region to the Consultant pursuant to this Agreement if, at any time such sum would otherwise be payable, a claim for lien has been registered against the Project lands, or has been otherwise preserved pursuant to the *Construction Act*, R.S.O. 1990, Chap. C.30, as amended from time to time, including any successor legislation and including any regulations thereunder in force from time to time (the “Construction Act”), or the Region has received a notice of lien, in relation to the Services; and
- (ii) where any sum which would otherwise be payable by the Region to the Consultant is not so payable because a claim for lien has been registered or otherwise preserved pursuant to the *Construction Act*, or the Region has received notice of a lien, such sum shall be payable to the Consultant only at such time when all liens which may be claimed against that sum have expired or been satisfied, discharged or vacated by an order made pursuant to a payment into court in accordance with the *Construction Act*. In the event that the Consultant fails or refuses to vacate or discharge a construction lien within the time prescribed above, if the Region receives a notice of lien, the Region shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Region in so doing (including, without limitation, 25 per cent of the amount of the lien for legal fees on a full indemnity basis, disbursements, the cost of any security to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Consultant, and the Region may deduct such amounts from amounts otherwise due or owing to the Consultant. If

the Region vacates the lien, it shall be entitled to retain all amounts it would be required to retain pursuant to the *Construction Act* if the lien had not been vacated.

6. **Occupational Health and Safety Act**

Without limiting the generality of subsection 1 (h), the Consultant shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O. 1, as amended, and all regulations made thereunder (the "OHSA"), including, without limitation, all obligations of the Consultant as "employer" under the OHSA. The Consultant shall ensure that the Services are carried out in accordance with the OHSA and shall comply with all requirements thereunder, including, without limitation, the duties to provide a safe workplace, provide information and educate workers on workplace hazards, appoint a competent supervisor, prepare and provide a health and safety policy, implement a comprehensive health and safety program to support the policy and to take every reasonable precaution to protect the safety of workers.

7. **Insurance**

(a) The Consultant shall obtain and maintain, at its own expense, the insurance coverage listed below, and as may be further particularized in the RFP.

(i) **Commercial General Liability Insurance**

From the time of commencement of performance of the Services until the completion of the Services, the Consultant shall continuously maintain Commercial General Liability Insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owner's and contractor's protective, products and completed operations and employer's liability, with coverage including the activities and operations conducted by the Consultant and those for whom the Consultant is responsible in law. These policies shall be written on an occurrence basis with coverage for any one occurrence or claim of not less than \$2,000,000, will contain cross liability and severability of interests clauses of standard wording and will name the Region as an additional insured to the policy.

(iii) **Professional Liability Insurance**

From the time of commencement of performance of the Services until three years following the completion of all services rendered by the Consultant to the Region in connection with the Project, the Consultant shall continuously maintain Professional Liability Insurance in an amount of not less than \$1,000,000. The coverage under this policy shall cover losses arising out of an error or omission in the rendering of or failure to render the Services in connection with the Project at any time including at any time prior to the execution of this Agreement.

- (b) All policies of insurance shall be written with an insurer licensed to do business in the Province of Ontario and shall be in form and content acceptable to the Region acting reasonably. All policies shall be non-contributing with and will apply only as primary and not excess to any other insurance available to the Region. The coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until 30 days after written notice of such change or cancellation has been personally delivered to the Region, and all policies of insurance shall contain an undertaking by the insurers to notify the Region in writing not less than 30 days prior to any material change, cancellation, lapse or termination of the policies.
- (c) The Consultant shall, within seven days of notification that it has been awarded the contract for the performance of the Services, provide evidence of the insurance coverage referred to in this Agreement in the form of an original signed Certificate of Insurance satisfactory to the Region; and from time to time, as such coverage expires or is replaced, shall provide original signed Certificates evidencing renewals or replacements thereof satisfactory to the Region, all of which Certificates which may be permanently retained by the Region.

8. **Documents**

- (a) Subject to payment by the Region in accordance with the terms of this Agreement, all plans, drawings, designs, details, models, specifications, reports, maps, records, deliverables and other documents and information, including without limitation “as built” records, prepared or developed by the Consultant in the course of the performance of the Services (the “Documents”) shall be and remain the sole property of the Region.

The Consultant hereby grants to the Region, or agrees to obtain for the Region, a permanent, irrevocable, royalty-free, cost-free licence to forever use, reproduce and distribute the Documents for the purposes of the Project, for future operation and maintenance of the Project and/or in connection with modifications to and expansion of the Project, and/or in connection with any other project undertaken by the Region. The Consultant acknowledges that it will obtain such rights from all of its consultants, and obligate such consultants to obtain such rights from all of their subconsultants, so that the Consultant can grant the above-noted licence.

9. **Patents**

The Consultant hereby grants to the Region, or agrees to obtain for the Region, a permanent, irrevocable, non-exclusive, royalty-free, cost-free licence to use any concept, product or process, which is patentable or capable of trademark, resulting from the Services rendered by the Consultant in connection with the Project, for the purposes of the Project, for future operation and maintenance of the Project and/or in connection with modifications to and expansion of the Project. The Consultant acknowledges that it will obtain such rights from all of its consultants, and obligate such consultants to obtain such rights from all of their subconsultants so that the Consultant can grant the above-noted licence.

10. **Confidential Information/Ownership and Disclosure of Consultant Submissions**

- (a) The Consultant agrees to protect and maintain the confidentiality of all personal or other information, including all personal health information, that the consultant accesses or of which the consultant acquires knowledge of as a result of the services in this Contract, and agrees to use, collect, disclose, retain, protect and dispose of the personal (health) information only in accordance with all privacy legislation applicable to the Region where it is acting on behalf of the Region. Disclosure of any information shall be done only with the Region's prior written consent. The provisions of the indemnity clause in this Contract apply to any breach of privacy or confidentiality in this clause. The Consultant shall ensure that its directors, officers, employees, agents, subcontractors and anyone else for whom it is responsible in law all adhere to the requirements of this section regarding privacy and confidentiality.
- (b) The Region, and the Region's responsibilities under this Contract, are subject to all applicable privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c.M.56, as amended ("MFIPPA") and/or the *Personal Health Information Protection Act*, 2004 ("PHIPA") with respect to the collection, use, disclosure, retention and protection of confidential, sensitive or personal (health) information under the Region's custody and control. Under an MFIPPA request, all documents provided to the Region by the consultant pursuant to the procurement process which led to this Contract, and the Contract itself and associated documents, may be required by law to be made available to a requesting member of the public, with the possible exception that the party submitting certain information requests that it be treated as confidential and that there is an appropriate exemption to disclosure in MFIPPA, or a non-disclosure requirement in either MFIPPA or PHIPA.

The Consultant's Submission, along with all correspondence, documentation and information provided to the Region by any consultant in connection with or arising out of the Consultant's Submission, once received by the Region, shall become the property of the Region and may be appended to any agreement and/or purchase order with the successful consultant. Consultants must identify in their Submissions any scientific, technical, proprietary, commercial or other confidential information, the disclosure of which could cause them injury.

- (c) Where award is to be made by Regional Council, the Peel Police Services Board or the Board of Directors of Peel Housing Corporation, information regarding all Consultant Submissions, including names of each consultant, lump sum prices and the annual or overall value of the Contract and/or Consultant Submissions shall be included in public reports to Regional Council or the relevant Boards such that the information is released publicly. The Consultant acknowledges that the Region cannot guarantee it can honour requests to keep Consultant information confidential in light of applicable law requirements, and also in light of the need for transparency and public disclosure where release of consultant information in public Council reports related to a specific project or procurement process is necessary.

11. **Records and Audit**

- (a) The Consultant shall keep and maintain full, detailed and complete records and accounts of all of its costs in accordance with the Region's requirements, including without limitation, records of the hours worked by and salaries paid to its staff employed for the purposes of the Project.
- (b) The Region or its agent at all reasonable times may inspect, audit, and obtain photocopies of all such records, including books, payroll, accounts, receipts, timesheets, correspondence and memoranda pertaining to the Services.
- (c) Unless specifically indicated otherwise in Schedule "B", when claiming reimbursement of expenses, the Consultant shall submit to the Region detailed expense sheets, copies of receipts, invoices and all such documents and materials in respect of such expenses.

12. **Inspection**

The Region, or persons authorized by the Region, shall at all times have access to the work site to monitor the progress of the Consultant and shall have the right, at all times, to inspect or otherwise review the Services performed, or being performed and the premises where they are being performed.

13. **Reporting of Progress**

Unless specifically indicated otherwise in this Agreement, the Consultant shall provide the Region with a written report showing the portion of the Services completed in the preceding month, in accordance with the terms of the Proposal, and as may be otherwise reasonably requested by the Region.

14. **Schedule**

- (a) The Consultant shall perform the Services (including all portions thereof) and shall deliver such Documents and deliverables required in performance of the Services in a timely manner and within the timelines set out in the Proposal (hereinafter the "Schedule").
- (b) No change or adjustment to the Schedule by the Consultant shall be permitted unless the Consultant obtains the prior written agreement of the Region to such change or adjustment.
- (c) The Region has the right, in its sole discretion, upon written notice to the Consultant, to temporarily suspend or to alter the schedule in response to circumstances beyond the Region's control or legislative changes or orders of a government, related to health (such as public health, occupational health and safety or construction safety), environmental, social or other emergent or unforeseen circumstances such as the COVID-19 pandemic. The terms of section 16 below shall apply to any suspension or schedule alteration the Region requires under this section.

15. **No Contracting for Construction**

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

16. **Suspension or Termination**

- (a) The Region may at any time by notice in writing to the Consultant, suspend or terminate the Services or any portion thereof, with or without cause, in its sole and absolute discretion, and without any liability to itself, and thereupon:
- (i) the Region shall, unless such termination is due to any breach or default under this Agreement by, or any negligence on the part of, the Consultant, be liable for payment to the Consultant for those monies attributable to the part of the Services performed to the satisfaction of the Region to the earlier of the date of failure or termination specified in such notice or of the date of receipt of such notice by the Consultant;
 - (ii) the Consultant shall have no claim, including for any loss or damages, against the Region except for payment for such of the Services satisfactorily performed as described in subsection 16(a)(i) hereof;
 - (iii) the Consultant shall immediately discontinue the Services on the date and to the extent specified in the notice and shall place no further orders for materials or services for the terminated or suspended portion of the Services;
 - (iv) in the event that the Region suspends the performance of the Services in whole or in part, the Consultant shall resume performance thereof if and to the extent that such suspension is lifted by written notice from the Region; and
 - (v) nothing contained herein shall limit the rights of the Region to recover damages or to pursue such other remedies from the Consultant to which the Region may be entitled, arising from the failure of the Consultant to perform the Services satisfactorily or in accordance with the terms of this Agreement.
- (b) Upon the completion, termination or suspension of this Agreement for any reason whatsoever, the Consultant shall promptly deliver to the Region all Documents used or prepared by the Consultant in connection with the Project, including all originals in the possession of the Consultant and anyone employed or engaged by the Consultant or anyone on the Consultant's behalf, and all electronic files. In the event that the Consultant fails to comply with its obligations hereunder, the parties herein agree that the Region shall be entitled, in addition to any other remedies to which it may be entitled, to appropriate equitable relief, including, without limitation, the remedy of specific performance as money damages will be

an inadequate remedy with respect to the receipt of such Documents by the Region.

- (c) Upon a termination by the Region, the Region may publish a notice of termination in the form and manner prescribed in the *Construction Act*. For greater certainty, the termination will be effective whether or not a notice of termination is published.

17. **Indemnification**

- (a) The Consultant shall indemnify and save harmless the Region, its elected officials, officers, servants, employees, agents, successors and assigns, from and against all claims, demands, actions, losses, damages, suits, proceedings, expenses, costs, including all legal fees and disbursements, of every nature and kind whatsoever which the Region, its elected officials, officers, servants, employees, agents, successors and assigns may suffer, arising out of, or attributable to:
 - (i) the negligent or wrongful acts or omissions of the Consultant, its officers, directors, servants, employees, agents, successors, assigns, and anyone for whom at law the Consultant is responsible, in the performance of the Services;
 - (ii) any breach of the obligations of the Consultant under this Agreement;
 - (iii) any action, including the registration or other preservation of a claim for lien, brought pursuant to the *Construction Act* in respect of the provision of the Services;
 - (iv) any claim made against the Region for the payment of any statutory holdbacks that the Region may be required to retain under the *Construction Act* in respect of the provision of the Services, should the Region fail or decline to retain such holdbacks from payments made to the Consultant; and
 - (v) the use of any composition, secret process, invention, copyright, patent, intellectual property, article or appliance, furnished, used or supplied in the performance of the Agreement, of which the Consultant is not the owner, patentee, assignee or licensee.
- (b) For greater certainty, and without limiting the intent of any other terms of this Agreement, the obligations of the Consultant in subsection 17(a) shall survive the completion of the Services in whole or in part and the termination of the Agreement.

18. **Arbitration**

- (a) In the event of a dispute, misunderstanding or difference of opinion between the Region and the Consultant relating to or arising out of this Agreement, the parties may, upon the mutual written agreement of both of them, agree that the matter shall be decided by arbitration.
- (b) In the event that the parties agree to arbitration pursuant to subsection 18(a), the arbitration shall be conducted by a single arbitrator chosen by the parties. If the parties are unable to agree to an arbitrator, an arbitrator shall be appointed pursuant to the *Arbitration Act*, 1991 S.O. 1991, Chap. 17, as amended. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Region or the Consultant.
- (c) The arbitration award shall be final and binding on the parties and shall not be subject to appeal. Each party shall pay its own costs and one-half of the costs of the arbitrator. Except as may be otherwise provided for in this Agreement, the arbitration shall proceed in accordance with the *Arbitration Act*, 1991 S.O. 1991, Chap. 17, as amended.

19. **Assignment**

The Consultant shall not assign this Agreement without obtaining the prior written consent of the Region.

20. **Amendments**

This Agreement, including all documents referenced in Section 3, sets forth all the terms, obligations, covenants, promises, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than as stated herein. No amendment to this Agreement shall be binding upon the parties unless in writing and signed by both of them.

21. **Governing Law**

This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

22. **Notices**

- (a) Any notice to be given under the terms of this Agreement shall be deemed to be sufficiently and effectually given if delivered by hand or mailed by prepaid registered post, or sent by facsimile transmission, addressed as follows:

In the case of the Peel Regional Police:

Peel Regional Police
7150 Mississauga Road
Mississauga, Ontario
L5N 8M5
Email: TBD
Attention: TBD

or to such other address or number of which either party may from time to time notify the other in writing.

- (b) If any such notice is so given, it shall be conclusively deemed to have been given and received on the date of delivery if delivered, on the next business day if transmitted by facsimile transmission, and on the fifth calendar day following the mailing thereof, if sent by mail as aforesaid.

23. **Execution of Agreement**

The parties agree that the execution of the Form of Agreement may be accomplished in several counterparts and such counterparts together shall constitute one and the same Form of Agreement and shall have the same force and effect as an executed original. As well, if applicable and in accordance with the Agency's Temporary Document Execution procedure as may be in place from time to time, the parties agree that the execution of the Form of Agreement by either party may be facilitated either through the traditional wet signature process or through an electronic approvals process (the "Approval Process") whereby an e-mail confirmation is provided by the signing party to the other party to evidence the execution of the agreement to bind the individual/corporation, which e-mail confirmation shall be attached to this agreement and shall have the same force and effect as an executed original. Each of the parties shall maintain a record of such electronic documents pursuant to this Approval Process and shall provide an executed copy of the agreement to the other party with a wet signature within a reasonable time following the termination of the Agency's Temporary Document Execution procedure.

If utilizing the Agency's Temporary Document Execution procedure, the Approval Process involves one party sending an e-mail confirmation to the other party in the following format, as applicable:

In the case of the Vendor:

<INSERT COUNTERPART NAME>
Approval Date: MM DD YYYY

I, <Full Name and Title> confirm that I have the authorization of <Insert Counterpart Name> to enter into the attached <Agreement/Contract Name> on behalf of <Insert Counterpart Name> with The Regional Municipality of Peel. The <Insert Counterpart Name> agrees to the terms and conditions set out in the attached <Agreement/Contract Name>. I, <Full Name and Title> agree to sign all original documents with wet signatures or with an approved Region of Peel electronic signature solution once the temporary procedure has been rescinded. I, <Full Name and Title> have the authority to bind the corporation.

In the case of the Agency/Region:

THE REGIONAL MUNICIPALITY OF PEEL (or as applicable, with suitable changes)
Approval Date: MM DD YYYY

I, <Full Name and Title> confirm that I have the authorization of Regional Council of The Regional Municipality of Peel to enter into the attached <Agreement/ Contract Name> on behalf of The Regional Municipality of Peel pursuant to <Insert Resolution or By-law Number when applicable for Non-Routine documents> and Document Execution By-law 32-2017 as amended by By-law 6-2020. The Regional Municipality of Peel agrees to the terms and conditions set out in the attached <Agreement/Contract Name>. I, <Full Name and Title> agree to sign all original documents with wet signatures or with an approved Region of Peel electronic signature solution once the temporary procedure has been rescinded. I, <Full Name and Title> have the authority to bind the corporation.

IN WITNESS WHEREOF the Region and the Consultant have signed this Agreement by their officers duly authorized in that behalf.

in the presence of:

) The Consultant

Name: _____

Title:

Name: _____

Title:

I/We have authority to bind the Corporation

The Regional Municipality of Peel

Document Execution

I/We Have Authority to Bind The Regional Corporation

Name: _____

Title:

Name: _____

Title:

I/We have authority to bind the Corporation

SCHEDULE “A”

To the Agreement between
The Regional Municipality of Peel
and _____, dated _____

The Consultant shall provide the services more particularly described herein, ensuring that the project approach, staffing, organization, methodology and schedule are in accordance with the Proposal.

Services: As described in RFP Document 2024-162P

SCHEDULE “B”

To the Agreement between
The Regional Municipality of Peel
and _____, dated _____

FEEES

1. The Region shall pay the Consultant the total sum of T.B.D., exclusive of HST, for the Services.
2. In the event that the Region should request the performance of any services that are additional to the Services, the Region shall pay for such additional services on the following basis:
 - (a) The Consultant to specifically identified in its proposal an hourly fee schedule for additional services, personnel, staff or personnel classifications. Subject to a maximum upset limit for the additional services, which shall be agreed upon between the parties in writing, in advance of the performance of the additional services;
3. The Consultant shall submit monthly invoices properly prepared in a form acceptable to the Region, showing details of the portion of the Services completed in the period covered by the said invoice, and the Region shall pay monthly such invoices properly prepared and submitted, within 30 days of receipt. In the event that a portion of a fee or invoice is disputed, the Region shall pay the undisputed portion thereof.

**2024-162P - ARCHITECTURAL CONSULTING SERVICES FOR
RENOVATIONS TO LEASED SPACE AT 25 CAPSTON DRIVE,
MISSISSAUGA, FOR PEEL REGIONAL POLICE**

Date Issued: March 8, 2024 12:00 PM

Schedule of Prices

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

PRICING SHEET - 2.1 - Design Services Phase

The price below is all **inclusive** of the cost of labour, materials and equipment required to complete the Work, including but not limited to all applicable taxes, overheads, profits and all other associate Bidder expenses / disbursements (travels, accommodations) **except HST**..

The price below includes fully for all increases, for whatever cause, in cost or price of labour, materials, products, equipment or consumables. Escalation shall not apply for the duration of the Contract.

Description	Unit of Measure	Estimated Quantity	Unit Price *	Total
2.1.1 - Design and Space Planning	Lump Sum	1		
2.1.2 - Design Development	Lump Sum	1		
Subtotal:				

PRICING SHEET - 2.2 - Contract Administration

The price below is all **inclusive** of the cost of labour, materials and equipment required to complete the Work, including but not limited to all applicable taxes, overheads, profits and all other associate Bidder expenses / disbursements (travels, accommodations) **except HST**..

The price below includes fully for all increases, for whatever cause, in cost or price of labour, materials, products, equipment or consumables. Escalation shall not apply for the duration of the Contract.

Description	Unit of Measure	Estimated Quantity	Unit Price *	Total
2.2.1 - Construction Documentation	Per Meeting	1		
2.2.2 - Tender Site Meeting / Bid Analysis	As Per	1		
Subtotal:				

PRICING SHEET - 2.3 - Permit Administration

The price below is all **inclusive** of the cost of labour, materials and equipment required to complete the Work, including but not limited to all applicable taxes, overheads, profits and all other associate Bidder expenses / disbursements (travels, accommodations) **except HST**..

The price below includes fully for all increases, for whatever cause, in cost or price of labour, materials, products, equipment or consumables. Escalation shall not apply for the duration of the Contract.

Description	Unit of Measure	Estimated Quantity	Unit Price *	Total
2.3.1 - Submit Permit Application	Lump Sum	1		
2.3.2 - Close Out Permit	Lump Sum	1		
Subtotal:				

PRICING SHEET - 2.4 - Construction Phase

The price below is all **inclusive** of the cost of labour, materials and equipment required to complete the Work, including but not limited to all applicable taxes, overheads, profits and all other associate Bidder expenses / disbursements (travels, accommodations) **except HST**..

The price below includes fully for all increases, for whatever cause, in cost or price of labour, materials, products, equipment or consumables. Escalation shall not apply for the duration of the Contract.

Description	Unit of Measure	Estimated Quantity	Unit Price *	Total
2.4.1 - Contract Administration	Lump Sum	1		
2.4.2 - Construction Review	Visits	5		
2.4.3 - Progress Meetings	Meetings	4		
Subtotal:				

PRICING SHEET - 2.5 - Close Out Phase

The price below is all **inclusive** of the cost of labour, materials and equipment required to complete the Work, including but not limited to all applicable taxes, overheads, profits and all other associate Bidder expenses / disbursements (travels, accommodations) **except HST**..

The price below includes fully for all increases, for whatever cause, in cost or price of labour, materials, products, equipment or consumables. Escalation shall not apply for the duration of the Contract.

Description	Unit of Measure	Estimated Quantity	Unit Price *	Total
2.5.1 - Final Walkthrough	Visit	1		
2.5.2 - Close Out Documentation	Lump Sum	1		
Subtotal:				

ADDITIONAL PRICING SHEET - Hourly Rate

The price below is all **inclusive** of the cost of labour, materials and equipment required to complete the Work, including but not limited to all applicable taxes, overheads, profits and all other associate Bidder expenses / disbursements (travels, accommodations) **except HST**..

The price below includes fully for all increases, for whatever cause, in cost or price of labour, materials, products, equipment or consumables. Escalation shall not apply for the duration of the Contract.

Description	Unit of Measure	Rate per Hour	
Senior Electrical Engineer	Hourly		*
Junior Electrical Engineer	Hourly		
Project Manager	Hourly		
CAD Technician	Hourly		
Estimator	Hourly		
Administrative Staff	Hourly		

Summary Table

Bid Form	Amount
PRICING SHEET - 2.1 - Design Services Phase	
PRICING SHEET - 2.2 - Contract Administration	
PRICING SHEET - 2.3 - Permit Administration	
PRICING SHEET - 2.4 - Construction Phase	
PRICING SHEET - 2.5 - Close Out Phase	
Grand Total (exclusive of taxes):	

Bid Questions

Please provide in the space below your GST/HST Registration Number. Please note that all invoices provided to the Agency must show the GST/HST Registration Number and show this tax on a separate line.

Specifications

Contact Information

In the space provided please list the contact names and numbers during the times indicated below.

Description	Regular Hours Service (7:00 a.m. - 5:00 p.m.) *	After Hours Service (5:00 p.m. - 7:00 a.m.) *	Saturdays, Sundays and Holidays *
Name			
Phone Number			
Cell Number			
Email Address			

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Bidders are required to provide **only electronic responses**. Failure to respond to any of the requested for information items specified in the RFP Document will be deemed as unresponsive and subsequently no points will be assigned during the evaluation process. Information provided by the Bidder will only be used for the sole purpose of determining the Bidder's experience and qualifications. Information submitted is subject to verification, and further pertinent information may be obtained from references.

- Bidder Profile and Experience – RFI Section 1.1 * (mandatory)
- Bidder Project Experience Requirements – RFI Section 1.2 * (mandatory)
- Project Implementation Strategy – RFI Section 1.3 * (mandatory)
- Other Document - Optional (optional)

Declarations & Addenda

This Bidder Submission is made entirely in accordance with the Document. By completing the information below and by submitting an online response to the Document, it is deemed that the Bidder has read and agreed to abide by all of the terms and conditions contained in the Document and that you have the authority to bind the Bidder and submit this Bidder Submission on behalf of the Bidder.

I acknowledge in my acceptance of the terms and conditions below the following requirements for Accessibility for Ontarians with Disabilities, [Health & Safety Compliance Certificate & Appendix A](#) and [Code of Conduct](#):

Contracted employees, third party employees, agents and others who deal with members of the public on behalf of the Region of Peel or participate in the development of policies, practices and procedures governing the provision of goods or services to members of the public must meet the requirements of the Accessibility for Ontarians with Disabilities Act 2005 and its Regulations with regard to training and the provision of goods or services to persons with disabilities. A document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Region of Peel upon request. If a training policy is not yet in place, complete the training module at the following website: [accessforward.ca](#).



I/WE agree to be bound by the terms and conditions in the Document and have authority to bind the Bidder and submit this Bidder Submission on behalf of the Bidder.

The bidder shall declare any potential conflict of interest as defined in the Standard Terms and Conditions that could arise from submitting a bidder submission for this document. Do you have a potential conflict of interest?

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		