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**REQUEST FOR PROPOSAL  
RFP2021-01  
Strategic Planning Request for Proposal**

**Instructions to Proponents**

The Newmarket African Caribbean Canadian Association (the Owner) shall **ONLY** accept **ELECTRONIC PROPOSAL SUBMISSIONS** submitted through the Owner's Bidding email: [chair@naccacommunity.ca](mailto:chair@naccacommunity.ca) Proposal submissions submitted and/or received by any other method shall be rejected.

**ELECTRONIC PROPOSAL SUBMISSIONS ONLY**, shall be received by the Bidding System, no later than **4:00:00 p.m. EST (16:00:00 hours) local time, on Monday, January 24, 2022.**

Proponents are cautioned that the timing of their Proposal Submission is based on when the Bid is **RECEIVED** by the Owner, **not** when a Bid is submitted by a Proponent, as Bid transmission can be delayed in an ***"Internet Traffic Jam"*** due to file transfer size, transmission speed, etc.

For the above reasons, the Owner recommends that Proponents allow sufficient time to upload their Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Owner's Bidding System web clock.

Proponents should contact the Procurement Representative listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Owner will send a confirmation email to the Proponent advising that their bid was submitted successfully. If you do not receive a confirmation email, contact the Owner immediately.

**Deadline for receipt**

Proposals must be received via email by 4:00 p.m. Monday, January 24th. Proposals should be addressed to the Board Chairperson, Jerisha Grant-Hall, and emailed to [chair@naccacommunity.ca](mailto:chair@naccacommunity.ca).

**Inquiries**

Inquiries must be made via email. Please address all inquiries to: [chair@naccacommunity.ca](mailto:chair@naccacommunity.ca). Telephone inquiries will not be addressed. Answers will be provided within 3 business days. All questions must be received no later than Tuesday, January 18th.

**Late Proposals shall not be accepted by the Owner**

**Procurement Representative:**

Jerisha Grant-Hall, Chairperson  
Newmarket African Caribbean Canadian Association  
Email: [chair@naccacommunity.ca](mailto:chair@naccacommunity.ca)

Newmarket African Caribbean Canadian Association reserves the right to: accept or reject any Proposal, to award in whole or in part, to award to the proposal that is in the best Interest of the Corporation and the right to cancel this solicitation call at any time without obligation.

### 1. Electronic Proposal Submission

The Newmarket African Caribbean Canadian Association (the Owner) shall **only** accept and receive Electronic Proposal submissions through the Owner's email.

HARD-COPY PROPOSAL SUBMISSIONS SHALL **NOT** BE ACCEPTED.

### 2. Currency

All proposals submitted shall be in Canadian dollars (CAD), unless otherwise stipulated in the Bid Call Document. H.S.T. is additional.

### 3. General

The Owner is soliciting Proposals from Responsible Proponents who have the necessary qualifications and experience to provide the type of services described in this Request for Proposal. The Proposal should be detailed and specific, and should be completed and submitted in the prescribed format and sequence, as detailed under the heading "Submission Format" of Part III Proposal Submission Response Format.

If requested by the Owner, the Proponent should be prepared to have senior management staff available to meet with the Owner to review the Proposal during the evaluation process.

The Scope of Project contemplated is described herein, as part of the Request for Proposal. The Owner reserves the right to amend the Scope as necessary.

### 4. Rejection of Proposal

The Owner reserves the right to reject any or all Proposals for any reason whatsoever, and to accept any Proposal considered in the Owner's Best Interests. The Owner also reserves the right to award a Contract to other than the Proponent submitting the lowest Sub Total Cost Proposal to the Owner and the right to cancel this Solicitation at any time without obligation.

### 5. Contract

This Request for Proposal is not a call for Tender. However, each Proposal should contain sufficient detail to satisfy all terms and conditions of the Proposal. Consulting firms who were involved in preparing or assisting in developing the Owner's scope of work and/or specifications shall not submit a Proposal or be party to or for this project.

### 6. Blackout Period

The Blackout Period begins when the Bid Call Document is issued and ends when the Contract is signed by the Owner and the selected Proponent. During the Blackout Period, Proponents must conduct all communication about the procurement only with the Procurement Representative stated in this Bid Document.

Any communication initiated by a Proponent to elected officials or staff of the Owner other than to the Procurement staff during the “Blackout Period” may be grounds for disqualifying the offending Proponent from consideration for contract award.

During the competitive period (Blackout Period) Proponents may submit an emailed written question to the Procurement representative. The Procurement representative team may issue a written addendum to provide clarification or modification to the Bid Call Document. The addendum will be published on the Owner’s Bid Opportunities website.

## 7. Lobbying Prohibited

If any director, officer, employee, agent or other representative of a Proponent, including any other parties that may be involved in a joint venture, consortium or similar business relationship with the Proponent, makes, from the time the Bid Documents are released until a contract is executed, any representation or solicitation to any elected representative or employee or agent of the Owner including project consultants, or to the media, with respect to the Proponent’s Bid, the Owner will be entitled to reject the Bid. This requirement does not extend to any public deputations.

## 8. Litigation/Probation/Suspension

The Bid Review Panel shall reject a Bid from any Proponent or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the Owner or who is currently serving a Suspension Period, in accordance with the Owner’s [Contractor Performance Procedure](#). Furthermore, the Owner shall retain the right to reject Bids which may have been received and/or awarded by the Owner, notwithstanding efforts by the Owner to screen the acceptance of Bids from parties engaged in unresolved litigation with the Owner or serving a Suspension period, once the Owner becomes aware of such unresolved litigation or Suspension period.

## 9. Contractor Performance

The Owner’s representative shall be responsible for monitoring the performance of this project, in accordance with the Owner’s [Contractor Performance Procedure](#),

## 10. Debriefing

A debriefing at the request of a Proponent shall only be conducted after the Contract is executed with selected Proponent. Under no circumstances will a debriefing be held prior to Contract execution. Any Proponent may request a debriefing meeting with the Procurement representative, with respect to their proposal submission.

## 11. Inquiries

Proponents who have questions regarding the Solicitation or need to address any discrepancies, errors and/or omissions in the Bid Call Documents, or are in doubt as to the meaning of any part thereof, shall submit all enquiries in writing by email to the Procurement Representative no later than the submission deadline for written questions.

Verbal clarifications shall not be interpreted to change any of the term or conditions of the Bid Call Documents. Proponents shall only rely on information provided by the Owner in an addendum.

## 12. Bid Call Documents

The Owner's Bid Call Document shall include, but is not limited to, Part I: Instructions to Proponents, Part II: Scope or Work, Schedule of work which will be executed in the contracting Agreement document:

- a. The Owner's Standard Terms and Conditions.
- b. Newmarket African Caribbean Canadian Association insurance information.
- c. Newmarket African Caribbean Canadian Association Change Order information.

## 13. Addendum/Addenda

Addendum/Addenda, if required, issued by the Procurement Representative shall form part of the Bid Call Document. Proponents shall acknowledge receipt of any addenda when submitting their Proposal through the Bidding System. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission online.

## 14. Addendum/Addenda will typically be issued through the Bidding email, Forty-eight (48) Hours prior to Closing Time and Date.

- 14.1 The Owner encourages Proponents **not** to submit their Bid **prior to** forty-eight (48) hours before the Proposal closing time and date, in the event that an addendum is issued. If a Proponent submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner.

**NOTE:** 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).

## 15. Withdrawal/Edit Bids

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However the Proponent is solely responsible to:

- i) Ensure the re-submitted bid is **RECEIVED** by the Bidding Email no later than 4:00:00 p.m. EST (16:00:00 hours) local time, on the Bid Closing Date.

## 16. Subcontractors

- 16.1 Proponents shall in their proposal submission, submit the names of all of the Subcontractors which the Proponent shall use to perform Work under the Contract and the division or section of Contract Work to be completed by each Subcontractor.
- 16.2 Proponents shall ensure that all Subcontractors selected and named have experience in the Subcontract Work described, have submitted their Subcontract prices in strict accordance with the Bid Documents, and that they shall execute their Work with competence and within the required time frame.

- 16.3 Proponents shall ensure that all Subcontractors included in a Bid shall be actively engaged in Work of the type described and shall be able to show proof upon request by the Owner of previous Work of similar nature performed by them.
- 16.4 Proponents shall **not** show “**Own Forces**” in their list of Subcontractors, except where the Proponent’s intent is to employ the Proponent’s own qualified on-staff personnel to perform such Work.
- 16.5 Proponents shall **not** indicate “**TBD**” (To Be Determined) or “**TBA**” (To Be Announced) or similar wording and shall **not** indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.
- 16.6 Proponents shall list in their list of Subcontractors, all of the Subcontractors who shall perform work under the Contract.
- 16.7 No names, either of Subcontractors or “Own Forces” may be changed after submission of the list of the Subcontractors unless prior written approval is received from the Owner. Such approval shall only be considered after receipt by the Owner of a written request for the change by the Contractor with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid to the Contractor, with no consequences to the Owner.
- 16.8 The Owner reserves the right to reject a Subcontractor for reasonable cause. Upon such rejection, the Proponent shall be required to propose an alternate Subcontractor without resulting change to the Bid.

### 17. Bid Closing Time and Date

Proposal submissions shall be received by the Owner’s Bidding System not later than (16:00:00 hours) 4:00:00 p.m. Eastern local time, on the specified closing date.

The closing time shall be determined by the Chairperson, Jerisha Grant-Hall.

Proponents are cautioned that the timing of Proposal Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Proponent, as Bid transmission can be delayed in an “**Internet Traffic Jam**” due to file transfer size, transmission speed, etc.

### 18. Proposal Acceptance

#### 18.1 Open to Acceptance

Each Proposal shall be open for acceptance by the Owner until the selected Proponent executes the formal Contract or up to or until Ninety (90) Calendar Days after the Closing Date and Time, whichever event occurs first.

**All awards are subject to the approval of the Proposal Review Committee of the Newmarket African Caribbean Canadian Association.**

### 19. Proposal Preparation and Submission

- 19.1 All Proposals should be submitted in the Proposal format provided by the Owner in the Bid Document.
- 19.2 All expenses involved with the preparation and submission of Proposals to the Owner, or any work performed in connection therewith shall be borne by the Proponent. No payment shall be made for any Proposals received, nor for any other effort required of, or made by, the Proponent prior to the commencement of the Work.
- 19.3 A Proponent desiring to make adjustments to a Proposal shall withdraw the Proposal and re-submit it with a new or revised Proposal prior to the specified Proposal Closing Time and Date.

## 20. Avoid Vague Terms

The use of N/A should be avoided. N/A can mean several things: Not Available, Not Applicable because there is no charge for the item, or Not Applicable because the item is not proposed.

## 21. Evaluation of Proposal

### 21.1 EVALUATION PROCESS

Proponents may be requested to:

- Provide additional information.
- Clarify their submissions.
- Address specific requirements not adequately covered in their initial submission.
- Provide a best and final offer.

Proposals will be evaluated by a group of individuals established to review the Proposal submissions, conduct interviews and negotiations during proposal evaluation for a specific product and/or service. The teams typically represent the functional areas with a Procurement Representative chairing the Evaluation team.

- 21.2 Each Proponent acknowledges that in the event the total amount bid for an item does not agree with the extension of the quantity and the Proponent's unit price, the unit price shall govern and the extended total amount and total price shall be corrected accordingly by the Owner.
- 21.3 Each Proponent acknowledges that where the total price does not agree with the sum of the extended amounts bid for the individual items, the amounts bid for the individual items shall govern and the total price shall be corrected accordingly by the Owner.
- 21.4 The Owner reserves the right to seek clarification on any one or more Proposal(s) without being obligated to seek clarification on the remaining Proposals.
- 21.5 The Owner reserves the right to consider, during the evaluation of Proposals:
  - i. Seek clarification of any proposal(s) without becoming obligated to seek clarification of any other proposal,

- ii. Information provided in the Proposal itself;
  - iii. Information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
  - iv. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent;
  - v. The manner in which the Proponent provides services to others;
  - vi. The experience and qualification of the Proponent's team;
  - vii. The compliance of the Proponent with the Owner's scope of work and specifications;
  - viii. Safety records, Proponents with poor safety records should not be considered for award.
  - ix. Staff or sub consultant qualifications and experience.
  - x. Equipment of the Proponent,
  - xi. Proponents determined not to be Responsible (not fully capable to meet all of the requirements of the proposal including but not limited to; financial and technical) may not be considered for award.
  - xii. Previous Owner Contractor Performance Evaluations
- 21.6 By submitting a Proposal, the Proponent acknowledges and accepts the Owner's rights and Privileges under this section and, subject to the paragraph below, absolutely waives and releases any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept or reject the Proposal submitted by the Proponent, or the acceptance or rejection of any other Proposal, or the manner in which this Proposal was conducted, whether such right or cause of action arises in contract, negligence, or otherwise.
- 21.7 Without limiting the generality of the above paragraph, by submitting a Proposal, the Proponent further acknowledges and agrees that the limit of the Owner's liability and the liability of its consultants to the Proponent for damages of any kind whatsoever arising out of the Solicitation, including, but not limited to, the costs of preparing a Proposal, damages for lost opportunity, and damages for lost profits or overhead, arising from, contributed by or related to any act or omission of the Owner or its consultants of any kind whatsoever in the course of the Solicitation, including, without limitation, in the manner in which the Solicitation was conducted or any award of Contract that was made, is the lesser of:
- a. the demonstrable cost to the Proponent of preparing its Proposal; and
  - b. \$30,000.00.

## 22. Best and Final Offers

Proponents are reminded that, since this is a Request for Proposal, a best and final offer may be requested, but this would be considered only with the short-listed Proponents, if used at all. Proponents are encouraged to provide their best offer initially and shall not rely on oral presentation or best and final offers.

### 23. Negotiations

On completion of the evaluation process prior to execution of the Proponent's Contract, negotiations may be undertaken with the highest evaluated Proponent to refine the details of the Contract for all or portions of the proposed services in this RFP. Negotiations may take the form of adding, deleting or modifying requirements.

If the Owner and the selected Proponent cannot negotiate a successful contract, the Owner may terminate the negotiations and begin negotiations with the next highest evaluated Proponent or carry out this service in any other way deemed appropriate. This process will continue until a Contract has been executed or all Responsible and Responsive Proponents have been rejected. No Proponent shall have any rights or remedies against the Owner arising from such negotiations.

Provided that at least one of the Proposal submissions received from a Responsible Proponent meets the approval of the Evaluation Team, a recommendation to The Board of the Newmarket African Caribbean Canadian Association on Contract award will be made on the basis of the evaluation. All awards are subject to the approval of the Newmarket African Caribbean Canadian Association Board of Directors. By responding to this Proposal, the Proponent agrees to accept the decision of the Owner Evaluation Committee as final.

### 24. Execution of Agreement

- 24.1 The selected Proponent, if any, shall endeavour to submit the following documentation to the Owner, within ten (10) Calendar Days of written notification of acceptance and prior to the commencement of any Work:
- i) Owner's (Newmarket African Caribbean Canadian Association) insurance information as noted below.
  - ii) A current copy of the Workplace Safety and Insurance Certificate of Clearance
  - iii) Newmarket African Caribbean Canadian Association [Agreement Form](#)
  - iv) The Work Schedule (where requested)
  - v) AODA required information
- 24.2 Should the selected Proponent either; attempt to withdraw their Proposal Submission, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the selected Proponent may be suspended for a period of two (2) years. The Owner reserves the right to either award to the next highest evaluated Responsible and Responsive Proponent or cancel the solicitation.
- 24.3 The Owner may grant additional time to fulfill the necessary requirements, if in the opinion of the Owner, the extension does not compromise the interests of the Owner.

### 25. Notice

Any written notice, or any other material to be given or delivered pursuant to the Contract, shall be deemed properly given if delivered personally or mailed by registered mail as follows:



If to the Newmarket African Caribbean Canadian Association:

Attention: Jerisha Grant-Hall, Chairperson, Newmarket African Caribbean Canadian Association

The Contractor upon award of the Contract shall at its own expense obtain and maintain Insurance until the termination of the Contract, with insurers acceptable to the Owner, the following insurance (checked off) and provide evidence thereof, naming the Owner as additional insured:

(a)  Comprehensive general liability insurance on an occurrence basis for an amount of not less than **Two Million Dollars (\$2,000,000)** and shall include the Owner, the Newmarket African Caribbean Canadian Association, as an Additional Insured with respect to the Contractor's operations, acts and omissions relating to its obligations under the Contract, such policy to include, but not be limited to, non-owned automobile liability; bodily injury including death, personal injury; broad form property damage including loss of use thereof; contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, cross liability and severability of interest clauses. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

(b)  Professional liability insurance in an amount not less than **One Million Dollars (\$1,000,000)** per claim covering losses arising out of an insurable error or omission in the rendering of, or failure to render, professional services in connection with the Contract. If requested confirmation of Professional Liability insurance is to be provided on the Primary Insurers form. The deductible is not to exceed Five Thousand (\$5,000) or as agreed to by the Owner.

The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.

The policies shown above shall be endorsed to provide the Owner with not less than thirty (30) days written notice of cancellation, change or amendment restricting coverage. However, if for any reason the insurer, on behalf of the Contractor, cannot endorse their policies to provide the Owner with not less than thirty (30) days written notice of change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the Contractor and becomes the Contractor's strict obligation to deliver to the Owner by registered mail with not less than thirty (30) days written notice of change or amendment restricting coverage.

The Contractor shall not commence work under the Contract until such time as evidence of insurance, preferably, on the Owner's [Certificate of Insurance form](#) has been completed and filed with and approved by the Owner. The Contractor shall provide evidence of the continuance of this insurance at each policy renewal date, or notice if the policies have been amended, or extended all or any part of the insurance, for the duration of the contract. If required by the Owner, the Contractor shall provide certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the work.

If the Contractors fails to maintain insurance as required by the Contract the Owner shall have the right to provide and maintain such insurance and give evidence to the Contractor. The Contractor shall pay the cost thereof to Owner on demand or the Owner may deduct the cost from the amount which is due to or may become due to the Contractor.

The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to work as the Owner may reasonably require.

All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario and shall be in a form acceptable to the Owner. All policies shall apply as primary and not as excess of any insurance available to the Owner.

If requested the successful Proponent shall provide the Owner with a letter from their insurance provider confirming the Proponent's ability to meet the insurance requirements as set out in the Contract.

## **26. Term of Contract**

The Term of Contract shall be for a period of 4 months. The total cost for 4 months. Start date shall be the date of notification.

The Owner reserves the right to find an alternate source if the selected Vendor does not fulfill their obligation to Supply, deliver and/or service contained in the Proposal.

The Owner reserves the right to seek competitive bids and award projects, equipment, goods and services related to this contract at the Owners discretion.

The supply of Goods and/or Services in subsequent years is subject to the approval by The Board of Directors, Newmarket African Caribbean Canadian Association estimates to meet the proposed expenditures.