



# RETAIL GAP ANALYSIS

2026 DOWNTOWN BIA

## PART 1: THE OPPORTUNITY

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is issued by the **Downtown Business Improvement Area (DTBIA)** to invite qualified and experienced firms, to submit proposals for consulting services to conduct a Retail Market & Gap Analysis, to assess current market conditions and identify gaps and opportunities along Sparks Street and the expanded catchment area of the DTBIA.

### 1.2 Background

Downtown BIA is in the heart of the national capital and represents the majority of Ottawa’s business district.

This historic downtown destination offers a diverse mix of businesses including restaurants, retail, hotels, and services. These are all situated within an architecturally rich mix of heritage buildings, alongside prominent government buildings, and Parliament Hill, making it a unique destination for workers, locals, and visitors alike.

Ottawa’s downtown also features Sparks Street, Canada’s first pedestrian promenade. This five block pedestrian-only district is a unique community public space with cultural significance for locals and tourists. It is a unique visitor destination appealing to a broad demographic ages 8 to 80, from urban professionals to young couples and generational families. It appeals to cultural and culinary enthusiasts, art and architecture fans, active adventurers, and history buffs. It is surrounded by significant monuments, as well as national treasures such as Parliament Hill, the War Memorial, and the National Arts Centre.

The DTBIA is surrounded by ample natural green spaces including Confederation Park, the Ottawa River, NCC pathways, and the UNESCO Heritage Rideau Canal. It provides easy access to Gatineau, Quebec, the Light Rail Train network, the Ottawa train station, and is a 25-minute drive from the Ottawa International Airport.

The DTBIA has three primary zones in its boundary: Western zone, Eastern zone, and Sparks Street.

### 1.3 Proposal Submission Instructions

The Proposal shall consist of the following:

- A scanned copy of the Proposal Submission Form and the Declaration of Disclosure Form.
- Proposals are limited to 15 pages, excluding forms, Pricing, Proposal Submission Form, Declaration of Disclosure Form, resumes, addendums, and appendices.
- The proposal must remain valid and open for acceptance for 90 calendar days following the submission deadline outlined in Section 1.4.
- All reports must be in MS Word or Excel, and maps or drawings in PDF format.
- Should you be selected for this project, final reports must be submitted within two weeks of project completion.
- The DTBIA is not responsible for files which do not open, email errors, misplaced or incorrectly delivered proposals.
- The law applicable to the RFP is the law in force in the Province of Ontario.
- All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by the Proposal.
- Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will the DTBIA be responsible for these costs.
- The Signature Form, Section 4.0, must be signed by an authorized representative of the firm and submitted with the proposal.

### 1.4 Submission Deadline

Submit an electronic copy of the Proposal, signature form and any other documentation, as specified, to: [kevin@hellodowntown.ca](mailto:kevin@hellodowntown.ca).

Proposals will not be considered unless:

- Received by the date and time specified \_\_\_\_\_ (the “Official Closing Time”).
- Received at the email address specified above.
- Include a completed Signature Form.

Each Proponent, by submitting a signed RFP, acknowledges that the Proponent has read and completely understands, and accepts the terms and conditions of this RFP in full.



## 1.5 Summary of Key Dates

The following is a tentative schedule that will apply to this RFP but may change in accordance with the DTBIA's needs or unforeseen circumstances.

Monday, February 23, 2026	DTBIA posts the Request for Proposals
Monday, March 9, 2026	Last day for Submission Questions, 4 p.m. EST
Monday, March 23, 2026	Proposal Submission Deadline, 3 p.m. EST
Tuesday, April 7, 2026	Evaluation/Selection of Proponents for EST
Monday, May 25, 2026	Discussion of Preliminary Findings
Monday, June 22, 2026	Draft Report Presentation to BIA Board
Monday June 29, 2026	Final Report Due to BIA

## 1.6 Project Specific Scope of Work & Deliverables

### 1.6.1 Overview

Understanding the DTBIA business opportunities and identifying gaps in the market is critical for future planning and attracting new commercial investment.

This RFP seeks a comprehensive analysis that evaluates the business landscape, identifies gaps, and provides recommendations for future development based on market trends and population forecasts.

### 1.6.2 Scope of Work

The DTBIA seeks to engage qualified and experienced firms to conduct a comprehensive assessment of its business landscape, identify market gaps, and evaluate the effects of growth within the surrounding trade area. The selected firm will be responsible for inventorying and analyzing existing and potential sectors and benchmarking the DTBIA's market against comparable downtown communities in Canada. The DTBIA is open to proposals that suggest a lesser or greater scope of work, provided the firm demonstrates a clear understanding of the project's objectives and justifies any changes. Based on the analysis, the firm will be expected to provide actionable recommendations with achievable goals for both the short term (0-36 months), medium term (3-6 years) and long term (6-10 years).

**The successful firm selected will be responsible for delivering the following:**

***Trade Area Profile and Consumer Behaviour Analysis:***

- Identify the sectors and business categories that you will provide information on.
- Define the characteristics of the three zones in the trade area and estimate market demand based on consumer behaviour, demographic data and spending patterns by category and service usage, and economic drivers.
- Define population growth estimates in the downtown core, new development estimates and their impact on the DTBIA boundary area.
  - Estimate the dollars that could be spent in the DTBIA for each sector and broken down by each category as well as any identifiable trends in spending. This will assist with understanding whether the market in a certain category is oversaturated or if there are opportunities for growth and identify both.
- Evaluate the current retail and commercial market conditions in the DTBIA and its surrounding trading area.
- Analyze key competitors within and outside the trading area that could impact local market dynamics. This includes new priority developments in Ottawa including Lebreton Flats downtown, Zibi and the redevelopment of Lansdowne.

The firm will be expected to clearly define, map, and validate these trade areas using accepted market analysis methodologies, incorporating both quantitative (e.g., demographic and economic data) and qualitative (e.g., stakeholder interviews, consumer surveys) inputs. The study area should reflect the residential, day-trade, and tourist population.

The final trade area delineation must be defensible, data-driven, and provide a foundation for identifying retail gaps, opportunities for business attraction, and strategies to enhance downtown Ottawa as a destination commercial centre.

### **Sector Analysis:**

**Market Demand:** Use an industry targeting system which can combine and interpret the results of leading/lagging and shift/share analysis considering factors such as location quotient, overall provincial growth, and relative local growth. This comprehensive system will aid in identifying sectors that warrant targeted focus and investment opportunities.

**Inventory Assessment:** The market analysis will inventory the current establishments in the DTBIA, organized by sector and category. For each category within the sector, you will assess total inventory based on floor space, compare the size of that inventory to the overall market, and identify the number of establishments and their average store size. Additionally, the number of stores in each category will be compared to the total number across all categories.

**Tourist and Visitor Spend:** Include and assess the spending from tourists and visitors.

**Gap and Surplus Analysis:** Identify unmet needs and gaps in business offerings within the DTBIA using surplus/leakage, and the industry targeting system. Analyze underrepresented sectors and industries that present investment opportunities. Provide recommendations for industries and services that should be prioritized for development to meet market demand and enhance the local economy.

**Competitive Benchmarking:** Conduct a comparative analysis of peer areas in Ottawa or regions like the DTBIA in terms of population size, geographic proximity, and industry composition. Identify successful retail and commercial strategies that can be adapted to the DTBIA to enhance competitiveness and economic growth.

**Stakeholder Engagement:** Engage key stakeholders such as local business owners, commercial developers, and community leaders to gather insights and input. Conduct surveys to assess consumer preferences and community needs.

**Attraction Strategy:** A strategy to attract businesses, including targeted recruitment efforts, a prospect list, and an attraction plan. Insights into trends and best practices transferable to the DTBIA include recommendations to make the DTBIA more attractive to investments in these sectors.

**Final Report and Presentation:** Provide a comprehensive final report that includes all findings, analyses, and recommendations for the DTBIA’s retail and commercial future. Present findings to DTBIA officials and stakeholders in a clear and actionable format, including visual aids such as maps, charts, and development scenarios which may be offered virtually.

### 1.6.4 Deliverables

The following deliverables are expected from the selected firm:

<b>Key Deliverables</b>	- <b>Market and Gap Analysis Report:</b> Comprehensive report with methodology, data sources, recommendations and benchmarking.
	- <b>Trade area profile:</b> Define the characteristics of the retail and commercial trade area and estimate market demand.
	- <b>Visual Presentation Materials:</b> Maps, charts, and graphs supporting the analysis and recommendations.
	- <b>Concise summary:</b> Brief summary of key findings for public communication.
	- <b>Stakeholder engagement:</b> Communication plan, and key message development.
	- <b>Attraction Strategy:</b> Targeted recruitment plan with a prospect list and attraction strategy.
	- <b>Leakage Analysis:</b> Report on inflow/outflow of sales, identifying consumer and commercial spending loss and determine whether there is an excess/shortfall of inventory.
	- <b>Presentation:</b> Summary of the process, key findings, and recommendations with supporting data for marketing.
<b>Outcomes and Results</b>	- <b>Spending Analysis:</b> Analysis of consumer behavior and daily spending breakdowns (residents, regional visitors, tourists).
	- <b>Business Inventory:</b> Detailed inventory of existing offerings by type in the DTBIA.
	- <b>Gap Identification:</b> Determine gaps in the retail/commercial/service offerings, by type, for the DTBIA.

	<ul style="list-style-type: none"> <li>- <b>Stakeholder Engagement:</b> Engage with businesses and business support organizations to collect data and trends and engage the stakeholders in the study.</li> </ul>
	<ul style="list-style-type: none"> <li>- <b>Recruitment Plan:</b> Develop a plan with target prospects, site developments, and marketing strategies.</li> </ul>
	<ul style="list-style-type: none"> <li>- <b>Final Report and Presentation:</b> Present findings to DTBIA Staff and Board members with a final report and an implementation plan. May be done virtually.</li> </ul>
<p><b>Current Trend Suggestions</b></p>	<ul style="list-style-type: none"> <li>- <b>Current Trends:</b> Outline current trends and best practices that may be transferable to DTBIA. Include suggestions to make the area more attractive to retail and commercial businesses/investment.</li> </ul>

## PART 2: PROPOSAL SUBMISSION GUIDELINES

**Interested firms must submit a proposal that includes the following sections:**

- 1. Title Page**
  - Include the RFP title, proponent’s name, address, phone number, email, and contact representative.
  - Provide a one-page letter of introduction signed by an authorized firm representative, binding the proponent to the proposal statements.
  
- 2. Table of Contents**
  
- 3. Executive Summary**
  - Summarize the proponent’s qualifications, relevant experience, and ability to deliver the project, including market gap analysis, budget management, and community engagement.
  - Specify any confidential materials.
  
- 4. Project Approach**
  - Outline the methodology for conducting the market and gap analysis, and future land use recommendations.



- Include a project management plan, detailing the stakeholder engagement process, and identify potential risks with mitigation strategies.

### **5. Delivery Schedule**

Provide a work schedule with start and completion dates for key project activities and deliverables, aligned with the project timeline.

### **6. Team Composition**

Identify the project manager and key team members, with brief resumes highlighting their qualifications and relevant experience.

### **7. Previous Experience and Case Studies**

Provide examples of similar projects that demonstrate expertise in market and gap analysis.

### **8. Schedule of Rates and Fees**

Offer a detailed breakdown of costs, including professional fees, travel, meetings, and other expenses for each task. Include any additional services not specifically itemized but deemed necessary.

Fees quoted are to be in Canadian (CAD) funds and are to remain firm and irrevocable and open for acceptance by the DTBIA for a period of 90 calendar days after the Official Closing Time indicated in this RFP.

### **9. Reference Projects**

Provide two reference projects from the last five years that demonstrate experience with similar scope, value, and complexity, detailing challenges and solutions.

### **10. References**

Include at least two references from previous clients where similar work was completed.

### **11. Signature Form**

To be considered complete, proponents must include a completed signature form provided in Part 4 of this RFP.

### **12. Additional Information**

Add any supplementary information relevant to the proposal.

## PART 3: GENERAL CONDITIONS OF PROPOSAL

### 3.1 Terms of Payment

Invoices submitted by the successful firm shall include project title and reference, a description of the work completed and a billing summary.

### 3.2 Mandatory Professional Requirements

- Experience working within a set budget.
- Experience in community consultation and ability to facilitate the process and discussion.
- Demonstrated ability to work successfully with multiple stakeholders, organizations and committees.
- Experience in developing resource tools and supporting documentation (i.e., reports, models, maps, storyboards, etc.) which can be used as part of presentations.
- Subcontractor use shall be clearly identified in the proposal. The primary bidder submitting the proposal will be considered responsible on behalf of all partners involved for the undertaking and deliverables related to the project.
- Key Members of the project must hold the proper education, licenses, and certifications.
- Two relevant and recent business/municipal references and if possible, include high level project details (including budgets, timelines, constraints, etc.)

### 3.3 Term of Agreement

**The term will commence April 9, 2026 and end no later than July 31, 2026.**

### 3.4 Compliance

Any deviations from this RFP document must be clearly defined and are subject to acceptance or rejection by the DTBIA at its sole discretion.

### 3.5 Evaluation Process

The DTBIA intends to recommend the appointment of the firm based on best overall value, as determined by the review of the proposals and fees. The firm appointment is subject to approval by the board of the DTBIA.

### 3.5.1 Evaluation Criteria

Proposals will be assessed against the following criteria. The DTBIA reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. The DTBIA reserves the

right to seek clarification from any Proponent to assist in the evaluation of its Proposal. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

EVALUTION CRITERIA		Weight Factor
<b>1</b>	<b>Project Experience and Qualifications</b> <ul style="list-style-type: none"> <li>- Firm background and profile</li> <li>- References</li> <li>- Suitability for the Project</li> <li>- Previous, relevant experience and examples of success</li> <li>- Agency resources and expertise in relation to this study</li> </ul>	20%
<b>2</b>	<b>Project Approach and Understanding</b> <ul style="list-style-type: none"> <li>- Creative and innovative approach and examples of success</li> <li>- Knowledge of rural communities</li> </ul>	35%
	<ul style="list-style-type: none"> <li>- Demonstrate knowledge; retail sectors (tourism, downtown, lakeshore and marina, merging communities, military and post-secondary)</li> </ul>	
<b>3</b>	<b>Cost</b> <ul style="list-style-type: none"> <li>- Pricing is competitive and includes all key components of the scope of work and deliverables</li> </ul>	35%
<b>4</b>	<b>Timeline</b> <ul style="list-style-type: none"> <li>- Timeline meets DTBIA requirements and is well thought out and achievable</li> </ul>	10%
<b>TOTAL</b>		<b>100%</b>

### 3.6 Acceptance or Rejection

- The DTBIA reserves the right to cancel this RFP in its entirety after the advertised closing date, if all qualified bids exceed the DTBIA's allocated budgets or if the scope of the DTBIA's requirements change.
- A Proposal may be rejected based on the Proponents past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.
- As it is the purpose of the DTBIA to obtain a Proposal most suitable to the interests of the DTBIA and what it wishes to accomplish, the DTBIA has the right to waive any irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFP.
- **The DTBIA reserves exclusive rights in its sole discretion:**
  - To accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;
  - To accept the Proposal in part or in its entirety;
  - To accept a Proposal submitted as a partnership between 1 or more potential Proponents;
  - To reject all Proposals and to invite new Proposals for the services required;
  - To increase, decrease, delete, or vary any portion of the work;
  - To reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view,
  - To reject Proposals where there are significant omissions of required information as they relate to desirable requirements,
  - To reject Proposals which have conditions attached, which are not authorized by the RFP; and
  - To reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements.

### 3.7 Communication Between Proponent and DTBIA

3.7.1 It is the Proponent's responsibility to confirm that the DTBIA receives any communication. The DTBIA accepts no responsibility for lost, misplaced or undelivered communications.

3.7.2 All communications regarding this RFP should be sent to the Authorized Contact Person, the DTBIA will assume no responsibility for oral instructions or suggestions.

### 3.8 Proposal Prices

3.8.1 All prices proposed shall be in Canadian Currency. If not stated otherwise, the DTBIA will assume that prices quoted are in Canadian funds.

3.8.2 Prices will include all applicable taxes, duties and costs of providing the Service unless otherwise expressly stipulated.

3.8.3 Goods and Services Tax (GST) shall be included in quoted prices.

3.8.4 Unless specified otherwise by the Proponent, the DTBIA will assume the Proposal to be firm for acceptance within **90 calendar days** of Proposal closing.

3.8.5 The costs and work description shall be written in common language with descriptions manageable to a lay person.

### 3.9 General

3.9.1 The Proponent shall obtain and pay for all permits and licenses required either by the Government of Canada, the Province of Ontario, the DTBIA, or any other authority to enable the Proponent to do all things necessary to perform the Contract according to the provisions of the Contract.

3.9.2 Each Proponent warrants that the products and services it will supply to the DTBIA conform in all respects to the standards set forth by all applicable Federal and Provincial agencies.

3.9.3 Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

3.9.4 Any references in the RFP to statutes or regulations or to any DTBIA bylaws are deemed to include the most recent amendments thereto or replacements thereof.

3.9.5 The successful Proponent hereafter shall be referred to as the “Proponent” as the context requires.

3.9.6 The DTBIA may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial or municipal licensing regulations or bylaws or other requirements.

### 3.10 Commitment

- 3.10.1 Proponents are advised that no commitment or contractual obligations arise or are created under this RFP until such time as the successful Proponent receives official written confirmation of acceptance from the DTBIA.
- 3.10.2 Further, the DTBIA shall remain entitled to obtain services similar or identical to the Services from third parties.

### 3.11 Limitation of Liability

- 3.11.1 In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.
- 3.11.2 In no circumstances will a Proponent be permitted to limit their liability to an amount less than FIVE MILLION (\$5,000,000.00) dollars.
- 3.11.3 In no circumstances will a Proponent be entitled to special damages.
- 3.11.4 The selected Proponent will carry a comprehensive general liability policy with a minimum limit of FIVE MILLION (\$5,000,000.00) including products and completed operations and non-owned automobile liability to the same limits.

### 3.12 Acceptance or Rejection

- 3.12.1 The DTBIA reserves the right to cancel this RFP in its entirety after the advertised closing date, if all qualified bids exceed the DTBIA's allocated budgets or if the scope of the DTBIA's requirements changes.
- 3.12.2 A Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.
- 3.12.3 As it is the purpose of the DTBIA to obtain a Proposal most suitable to the interests of the DTBIA and what it wishes to accomplish, the DTBIA has the right to waive any irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFP.

3.12.4 The DTBIA reserves the exclusive right in its sole discretion:

- To accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;
- To accept the Proposal in part or in its entirety;
- To accept a Proposal submitted as a partnership between 1 or more potential Proponents;
- To reject all Proposals and to invite new Proposals for the services required;
- To increase, decrease, delete, or vary any portion of the work;
- To reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
- To reject Proposals where there are significant omissions of required information as they relate to desirable requirements;
- To reject Proposals which have conditions attached, which are not authorized by the RFP; and
- To reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements.

### 3.13 Assignment of Contract

3.13.1 A Proponent shall not, without the prior written consent of the DTBIA, which consent may be withheld at the sole discretion of the DTBIA, assign or transfer in any manner whatsoever any or all the rights, liabilities, obligations and benefits of the Contract.

### 3.14 Municipal Freedom of Information and Protection of Privacy Act

3.14.1 The DTBIA acknowledges that a Proposal may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The DTBIA acknowledges and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. The DTBIA is, however, bound by the Municipal Freedom of Information and Protection of Privacy Act and all documents submitted to the DTBIA will be subject to the provisions of this legislation.

### 3.15 Performance and Excusable Delays

- 3.15.1 The Proponent may be evaluated periodically throughout the course of work or at the end of the project. The DTBIA will work with the Proponent to set key performance indicators (KPIs). Any evaluations will be shared with the Proponent with the goal of immediate and permanent resolution of any problems and concerns.
- 3.15.2 The DTBIA and the Proponent will acknowledge that delays in performance under the understanding such may arise due to events beyond their reasonable control. Such delays will be excusable, and the relevant obligation suspended but only for such period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

### 3.16 Clarification

- 3.16.1 The DTBIA reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

### 3.18 Negotiation

- 3.18.1 The DTBIA reserves the right to negotiate the terms of any Proposal with any Proponent. If the parties after having bargained in good faith are unable to conclude a formal agreement, the DTBIA and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the DTBIA may, in its discretion, contact other Proponents whose Proposals are considered by the DTBIA suitable for the project and attempt to conclude a formal agreement with them.

### 3.19 Right to Terminate

- 3.19.1 Notwithstanding anything contained herein, the DTBIA may, at any time during the term of any Contract arising as a result of this RFP, upon giving 30 days' notice to the Proponent, terminate the Contract if the DTBIA is of the opinion that the services supplied by the Proponent are not of a standard satisfactory to the DTBIA or that the Proponent no longer has the financial capability to perform its obligations under the subsequent contract.
- 3.19.2 The DTBIA in its sole discretion may terminate the Contract for reasons including, but not limited to, unethical or criminal activities by the Proponent upon giving seven (7) days notice to the Proponent.

### 3.20 No Collusion

3.20.1 Except as otherwise specified or as arising by reason of a provision of the RFP documents, no person either natural, or body corporate, other than the Proponent has or will have any interest or share in its Proposal or in any award or Contract arising out of this RFP. There must be no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted in response to this RFP.

3.20.2 Each Proponent must certify in writing that it has no knowledge of the contents of other Proposals and have made no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal.

### 3.21 Conflict of Interest

3.21.1 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the DTBIA or their immediate families which might in any way be seen by the DTBIA to create a conflict.

3.21.2 Any issues which may be perceived as conflicts of interest must be identified. If the Proponent declares an actual or potential Conflict of, the Proponent must provide details of the actual or potential conflict of interest when submitting the Proposal.

3.21.3 If the Proponent does not identify an actual or potential conflict of interest when submitting their Proposal, they will be deemed to declare that there was no conflict of interest in preparing its Proposal, and there is no foreseeable conflict of interest in performing the contractual obligations contemplated in the RFP.

### 3.22 Execution of Formal Agreement

3.22.1 This RFP represents a definition of specific requirements only. It is not intended to be, nor should it be construed as, an offer to contract. The DTBIA will consider each submitted response but assumes no obligation to act on any response. All submitted responses shall become the property of the DTBIA. Only the execution of a written contract will obligate the DTBIA in accordance with the terms and conditions of that contract.

3.22.2 If the Proponent's document is accepted, the Proponent shall be required to enter into a formal Contract. The Proponent will in good faith and in a timely manner clarify any terms or provisions of the Contract if required, or negotiate if circumstances require, and finalize the Contract within **14 business days**.

3.22.3 The complete RFP together with and subject to all the provisions contained therein, along with the DTBIA's form of Contract, shall, when accepted and executed on behalf of the Owner, constitute a binding Contract between the Proponent and the Owner.

### 3.23 Credit Checks

3.23.1 The DTBIA reserves the right to request and receive financial information and credit checks from a Proponent that will, in the DTBIA's opinion, protect the DTBIA's interests and/or demonstrate that the Proponent's or Proponent's business is financially sound. Failure to comply with such requests may result in a Proposal being rejected.

### 3.24 Acts & Regulations

3.24.1 The Proponent as the Contractor shall comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, bylaws, rules, orders or regulations with respect to meeting Proponent's obligations under a Contract. Any disputes between the Proponent and the Contractor shall be adjudicated within the boundary of the City of Ottawa.

### 3.25 Performance

3.25.1 The successful proponent by entering into contract with the DTBIA, confirm their commitment and ability to comply with legislative requirements and industry standards and specifically to the following:

- That the Proponent will follow all policies and procedures of the DTBIA;
- Prohibition against the Proponent entering into subcontracts without prior approval;
- Confirmation of the obligation to furnish evidence of compliance with all applicable workers' compensation legislation at designated intervals, including confirmation



of personal coverage by owners of the business if the owners will be performing work; and,

- Confirmation of the Proponent's obligation to indemnify the DTBIA for any losses, including fines or legal expenses, arising from health and safety liability.

### 3.26 Insurance Requirements

3.26.1 The Proponent shall, during the entire term of the Agreement, and any renewal or extension thereof, at its own expense maintain insurance for Commercial General Liability Insurance including bodily injury including death, property damage, personal injury, contingency employers liability and cross liability in which the limits of liability shall be no less than \$5,000,000.00 per occurrence, and no less than \$5,000,000.00 per claim and Motor Vehicle Liability Insurance including Non-Owned Automobile of not less than \$5,000,000.00 per occurrence.

3.26.2 The Proponent covenants and agrees to indemnify and hold harmless the DTBIA, its officials, officers, employees and agents from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the work stipulated in the RFP or in the performance of the Contract.

### 3.27 References

3.27.1 Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the following information, should be included with the Proposal:

- Name, location and brief description of the work; and
- Name of client, their telephone number.

3.27.2 The DTBIA reserves the right to check the references of any and all Proponents at any time during the RFP evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation to determine if a Proponent is compliant with this RFP.



3.27.3 The DTBIA will not enter into a contract with any Proponent whose references, in the opinion of the DTBIA, are found to be unsatisfactory.

### 3.28 Copyright

The Proponent represents, warrants and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industry property right. All plans, reports and final documentation produced by the Proponent will be the sole and exclusive property of the DTBIA.



## PART 4: SIGNATURE FORM

### The Bidder hereby acknowledges and agrees:

1. To provide all goods and services set out and in accordance with the Owner's Bid Document, including but not limited to the scope of work specifications, the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Proponent herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Proponent for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.
6. I/WE agree to be bound by the terms and conditions and have authority to submit this bid on behalf of the Proponent.
7. The Undersigned also authorizes the DTBIA to contact any of the listed references submitted in their Proposal response.

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**Company Name**

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**Date**

---

**Name and Title**

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**Authorized Signature**

**THIS FORM MUST BE RETURNED WITH ANY SUBMISSION**