

Ontario Municipal Infrastructure Needs and Funding

Request for Proposals (“RFP”) for a Management Consultant

Date RFP Issued: July 10, 2025

Submission Due Date: July 31, 2025, by 11:59pm

Submission Length: up to 10 pages

Project Start Date: August 25, 2025

Project End Date: July 31, 2026 (or sooner)

Questions: submitted up until July 17, 2025, with responses provided by July 23, 2025

A. Background

Ontario municipalities own and operate nearly half-a-trillion dollars worth of infrastructure – more than any other order of government – including roads and bridges, water and wastewater, recreation facilities, social housing, public transit, and more.¹ This requires municipalities to make long-term investments to manage assets and meet future infrastructure growth needs to support housing and businesses.

The Association of Municipalities of Ontario (“AMO”) estimates that Ontario municipalities are planning for between \$250 billion and \$290 billion in capital investments over the next ten years, with \$100 billion of that related to growth. However, municipalities currently lack the resources needed to fund infrastructure investment. Provincial and federal governments are not investing their fair share in municipal infrastructure, contributing to less than 30% of annual funding.²

Municipalities have historically used local property taxes, user fees and development charges to fund their infrastructure investments. However, the housing crisis is driving pressure to reduce development charges to lower homebuilding costs. The economic downturns caused by tariffs and trade disruptions will also exacerbate existing municipal revenue challenges by reducing revenues and increasing expenditures. AMO and Ontario municipalities recognize the need to explore different ways of funding and financing infrastructure in the face of historic growth, beyond relying heavily on the property tax base to do so.

Municipalities urgently require an infrastructure spending plan that maximizes their funding and financing levers and includes a new, long-term, predictable, and substantial federal and provincial municipal infrastructure transfer.

B. Purpose

The purpose of this research is to:

- Quantify the current value of municipal infrastructure assets, as well as what investments are needed to maintain it over the coming decade.
- Estimate the projected infrastructure need of Ontario’s municipalities over the coming decade.
- Estimate of the total cost of addressing these infrastructure needs.
- Present a limited number of models demonstrating how various municipal funding and financing approaches, integrated with a new federal/provincial municipal infrastructure transfer, can meet these needs.

This research will be used to:

¹ Financial Accountability Office, 2021. Municipal Infrastructure <https://fao-on.org/wp-content/uploads/2024/08/Municipal-Infrastructure-Review-EN.pdf>.

² Financial Information Return, 2018-2022. 5 year-average annual revenue for financing capital has been \$10.8B dollars of which the average annual provincial capital grants was ~\$0.9B (~12%) and average annual federal capital grants was ~\$1.7B (15%)

- Strengthen AMO advocacy to the provincial and federal governments for increased municipal infrastructure transfers, including as part of pre-fall economic statement and pre-budget submissions.
- Inform policy work with the Ministry of Municipal Affairs and Housing, Ministry of Infrastructure and other ministries regarding necessary policy changes and/or the design of programs.
- Provide province/sector-wide context and information for municipalities as they develop infrastructure plans and funding and financing strategies in their communities.
- Support municipal funding and financing applications and business cases, as well as funder / lender decisions.

C. Research Questions:

To support a strong understanding of the status of municipal infrastructure, future investment needs and approaches to fund this need, AMO is seeking a management consultant to conduct research which will evaluate:

1. *What infrastructure do municipalities have currently?*
 - a. Provide a sector-level estimate of the current infrastructure holdings of Ontario's municipalities by value (current replacement value), asset class, capacity, and condition.
2. *What are the projected infrastructure needs for Ontario's municipalities over the next 10 years and how much will this cost?*
 - a. Provide a sector level estimate of the projected infrastructure needs over the next 10 years based on population and economic growth, repair and renewal of existing assets including addressing the state-of-good-repair backlog, and climate change resilience.
 - b. Estimate of the total cost of meeting these needs.
3. *What are different models for meeting all, or part, of these costs through a combination of:*
 - a. A limited number of funding and financing scenarios using all municipal revenue levers:
 - i. Property taxes (or similar instruments)
 - ii. User fees, where appropriate
 - iii. Development charges
 - b. How are municipalities using, and may use, debt and reserves to manage necessary infrastructure expenditures?

For all research questions, ensure an ability to draw conclusions for each type of municipal government – i.e. upper-tiers (regions), lower-tiers, single-tiers, as well as rural and northern municipalities.

D. Considerations

Roles and Responsibilities

Successful proponents will report to the AMO Director of Policy as the primary client. AMO staff will work in collaboration with the proponent to communicate the purpose and approach to research to municipal government officials and other stakeholders as required, and to help

secure buy-in for inputs required. It is the expectation that the proponent will work directly with the municipalities to solicit any required data and information, working most closely with Treasurers.

Collaboration with key municipal staff experts, elected municipal officials, infrastructure experts and other relevant stakeholders should be expected throughout the project to build validation and credibility of the research and promotion of the final report results.

Data and Analysis:

AMO is seeking an estimate of the investment municipalities will require for infrastructure in the coming decade to guide its advocacy.

This project will not require the same level of precision and quantitative rigor as required for detailed program design. Results should offer an order of magnitude understanding of the infrastructure costs and funding and financing scenarios. These order of magnitude estimates for Ontario municipalities should be complemented by broad conclusions for each type of municipal government – i.e. upper-tiers (regions), lower-tiers, single-tiers, as well as rural and northern municipalities. This will help situate the analysis and answer the research questions from both a broader Ontario context and from the context of different municipality types. Findings should support a strong narrative with “killer facts” and defensible estimates. It will be necessary for the province to see estimates as credible.

The research should leverage existing data sources, like municipal asset management plans and capital plans, complimented by new municipal survey(s) to fill gaps where needed, supported by targeted 1:1 outreach with senior municipal staff. Proponents will also be able to help shape and pull from AMO’s internal Asset Management analysis of asset management plans to establish estimates of current and future infrastructure need. This research output will be ready by the end of July 2025, with validation with the province in the Fall 2025.

AMO has identified foundational resources to guide the research. However, the research team should be aware that data sources and condition data for infrastructure have comparability and completeness challenges, which the researchers will be required to address for consistency and coherence in research products. More specifically, municipal asset management plans are not comparable across the sector, and not every municipality use a capital plan to guide investments. Asset management plans often use differing methodologies and information inputs that range from up-to-date condition data and historical data where unavailable. Different municipalities also account for growth in different ways. The research methodology will need to account for gaps in information, data, and comparability.

Products researchers should consult include:

- Previous Ontario municipal infrastructure studies
 - [FAO Report on Municipal Infrastructure](#)
 - [PMFSDR Infrastructure Table Report](#)
 - Municipal Asset Management Plans³
 - Municipal Capital Plans
 - [Ontario Ministry of Finance Population Projections](#)

³ As required by the province under [Ontario regulation 588/17](#).

- Statistics Canada, [Canada Core Public Infrastructure Survey](#)
- Canadian Urban Institute, [A Jump Start: Providing More Infrastructure for Housing](#)

Qualifications

The Proponent should provide consideration for how they meet the following qualifications:

Research and Analysis:

- Strong understanding of municipal budgeting, financial planning, and revenue tools
- Demonstrated experience and knowledge of the municipal sector and ability to successfully complete large-scale projects
- Extensive analytical research capacity, including infrastructure and/or financial modelling, survey design and administration
- Ability to leverage AI tools or modelling software to sample large datasets and extrapolate meaningful estimates
- Demonstrated ability to interview municipalities of different sizes and growth stages and synthesize survey results in a meaningful manner
- Access to dedicated resources to collect, synthesize and extrapolate large data sets and inputs within tight timelines

Advocacy:

- Experience developing reports to support data driven advocacy for the municipal sector and/or public sector
- Demonstrated ability to build good rapport and negotiate with senior levels of government, and collaborate with stakeholders

E. Deliverables and Timelines:

Deliverables

- 1) Workplan with phased deliverables to establish appropriate project timelines and how Proponent plans to incorporate various data and analysis considerations into research approach.
- 2) Municipal survey to gather data and support analysis of forecasted capital needs/funding for growth and revenue tools (i.e., municipal use of debt and reserves.)
 - a) A detailed survey guide to help municipal officials identify and provide information in the survey.
- 3) Interim report which provides preliminary findings and trends. The interim report should include:
 - a) Drawing from AMO's AMP analysis, an assessment of the current state of municipal infrastructure, condition/state of good repair as reflected in municipal asset management plans.
 - b) An overview of current funding contributions to existing infrastructure.

- 4) Final report which summarizes the study, findings and observations and recommendations.
The final report should include:
 - a) An Executive Summary of the research project that includes interim report findings and a summary of the second phase of the project.
 - b) An estimation of the current value of municipal infrastructure assets and an assessment of what investments are needed to maintain it over the coming decade.
 - c) An assessment of the projected infrastructure need for Ontario municipalities over the next ten years along with an estimate of what the total cost of addressing this need will be.
 - d) A presentation of a limited number of funding and financing models / scenarios will meet estimated infrastructure needs.

F. Proposal Process

Proposal Structure

The Proponent will be required to fill out Schedule A Proposal Submission Form. The Proposal Submission Form, when completed, will form part of your Proposal and shall be completed and returned with your Proposal. Please identify the name of the individual, including email and phone number, who will act as the primary contact throughout the selection process.

Proposals should be no longer than 10 numbered pages and should include the following sections:

- a. Proposed Approach: Demonstrate your firm's ability to meet the research requirements outlined in Section C, including a brief outline of anticipated data sources and research methodology including the approach to modeling and data enhancements necessary for comparability of the data and data analysis which will be conducted.
- b. Experience and Qualifications: Provide the names, credentials, and roles of all team members working on the project. This should include previous experience working with municipal financial and infrastructure data or research. Provide any relevant information pertaining to the clients and/or contacts to whom you have provided similar services. This should include any relevant references who we can contact with respect to your firm, as well as the necessary contact information to enable communication with specific individuals at the organizations.
- c. Communication, Project Management, and Reporting: Briefly describe your proposed approach to managing ongoing relationships with AMO staff, municipal partners, government officials and other relevant stakeholders.
- d. Pricing: Provide a detailed budget with a fixed pricing quote and the requested payment installment schedule for the distinct components of the project. AMO is anticipating that most proposals will require a **maximum of \$450,000** in resources. All pricing shall be inclusive and shall include all labour and materials, carriage costs, permit, license and approvals costs, insurance costs, and other overhead including but not limited to any fees or other charges required by law. Proposal submitters must determine levy and collection of applicable sales tax on amounts bid and shall show separately the sales tax amount, and business number, or, alternatively, shall cite the basis of exemption in lieu thereof. Reasonable travel, accommodation, and meal cost may be reimbursed as needed. Virtual meetings will be held as much as possible to minimize costs.

Assessment

All communications, enquiries, and proposals must be in English.

AMO will not pay for any costs incurred by the bidding firm in the design, preparation, or submission of a proposal.

AMO reserves the right to reject any or all proposals based on merit, waive any proposal irregularities or informalities, and to discontinue the selection process at any time. Submission of a proposal in no way obligates AMO to award a contract. AMO is under no obligation to accept the lowest bid. No procurements shall be made for, on behalf of, or for the personal benefit or use of any Board member, any AMO, or any AMO employee.

If, in the submission of proposals, the bidding firm specifies that certain information is proprietary to the bidder, AMO will use its best efforts to prevent disclosure of such data to other bidders and keep information confidential.

All data gathered for this project, the products and reports that result from it will be the property of AMO.

Any contract which may be awarded as a result of an RFP shall be awarded in AMO's best interests based on the best combination of price, demonstrated ability to perform the work, and best financial advantage to AMO, as determined by AMO in its sole and unfettered discretion.

Evaluation scores and rankings are confidential and, apart from identifying the top-ranked and successful Proponent(s), no further details of the Proposal submissions or score or ranking of any Proponent will be released to any other Proponent, subject to AMO's procurement obligations under BPSAA, CFTA and CETA, as applicable.

Evaluation Committee

The RFP Evaluation Committee includes individuals with financial, technical and/or municipal and public sector experience. The RFP Contact will be the designated Evaluation Committee Chair for the RFP evaluation process.

Proponents are encouraged to provide details that demonstrate the excellence of their proposal. Proponents are to assume that AMO and the evaluation committee members have no prior knowledge or experience with product and/or service and will base its evaluation solely on the information presented in the Proposal's documentation.

The Evaluation Committee may request that the Proponent provide supplemental information or technical details to clarify the submission. The Chair will provide this written request to the Proponent with a specified deadline for submission of this additional data. At the Evaluation Committee's discretion, proponents may be asked to meet to brief on their proposal and answer any clarification questions.

Assessment Timelines

The assessment process will proceed along the following timelines:

- Request for proposals issued – **July 10, 2025**
- Deadline for submission of questions – **July 17, 2025**
- Responses to Proponent questions sent – **July 23, 2025**
- Deadline for receipt of proposals – **July 31, 2025, by 11:59pm**
- AMO review of proposals – **August 1, 2025 – August 11, 2025**
- Notification of successful Proponent – **August 14, 2025**
- Notification to unsuccessful Proponents – **August 14, 2025**
- Negotiation of service agreement with successful Proponent – **August 14, 2025 – August 15, 2025**
- Project Start Date **August 25, 2025**

AMO will make all reasonable efforts to abide by these timelines but reserves the right to evolve timelines as required.

Late proposals will not be accepted.

Questions about the RFP may be submitted between July 10, 2025 to July 17, 2025 to Maria Rodriguez, Policy Advisor, at MRodriguez@amo.on.ca. Responses to questions (without attribution) will be provided via email to all parties invited to participate in the RFP process.

Once a proposal has been awarded the contract, written confirmation will be sent to the successful applicant. Unsuccessful proposal submitters will also be sent notification in writing, with the offer to provide a debriefing session to review their proposal. Discussion relating to any proposal submission other than that of the proposal submitter present shall be and is strictly prohibited.

Scoring Criteria

Submissions will be scored according to the following point system:

Point Rated Criteria	Points
Company profile, experience, and qualifications	15
Proven experience with municipal infrastructure data, research, and analysis, including developing and executing data collection and analysis strategies	45
Project management approach	15
Fee structure	25

Contact Information:

Please submit proposals via email to:

Client: Association of Municipalities of Ontario

Centre: Policy

Client Representative: Karen Nesbitt

Title: Senior Manager

Phone number: 416-971-9856, ex.319

E-mail address: KNesbitt@amo.on.ca

G. About AMO

We are the Association of Municipalities of Ontario (AMO). We help Ontario's 444 municipal governments work together to achieve shared goals and meet common challenges.

Our vision is an Ontario in which people and families can live, thrive, and prosper in the communities they call home, and in which children have the choice and opportunity to live and work in the communities where they were raised. Our mandate is to support and enhance strong and effective municipal government in Ontario.

AMO develops policy positions and reports on issues of general interest to municipal government; conducts ongoing liaison with the federal and provincial government's elected and non-elected representatives; informs and educates government, the media, and the public on municipal issues; markets innovative and beneficial services to the municipal sector; and maintains a resource centre on issues of municipal interest.

APPENDIX: Detailed Terms and Conditions

1.1 Limitation of Liability

AMO and its agents and advisors will not be liable for any information or advice or any errors or omissions that may be contained in the RFP or any data, materials, or documents disclosed or provided to the Proponent pursuant to this RFP or otherwise.

AMO and its agents and advisors make no representation or warranty, either express or implied, in fact or in law, with respect to the accuracy or completeness of this RFP or such data, materials, or documents. AMO will not be responsible for any claim, action, cost, loss, damage, or liability whatsoever arising from the Proponent's reliance or use of this RFP or any data, materials, or documents provided.

The Proponent should satisfy itself as to the accuracy of the information contained in the RFP through independent means. The only representations and warranties made by AMO will be those that may be contained in any definitive agreement between AMO and the Proponent.

Subject to Section 1.12 with respect to the Proponent, the Proponent acknowledges and agrees that AMO (which for the purposes of this RFP also includes its membership) will have no liability to the Proponent or its sub-contractors in respect of the conduct of the procurement process relating to this RFP by AMO, whether in contract or tort otherwise, and including without limitation, for costs that the Proponent or its sub-contractors incur with respect to the procurement process. The limitation of liability will apply whether or not based on an allegation, whether in whole or in part, true or not, that AMO has conducted an unfair procurement process, or in the event the Proponent experiences any technical issues in accessing the RFP or submitting its Proposal as required by this RFP.

1.2 Statement of Understanding

To be clear, and notwithstanding any other term of this RFP that may be interpreted otherwise, it is not the intent of the AMO or , nor the effect of this RFP, to initiate contractual relations by the provision of a Proposal by any Proponent in response to this RFP.

Notwithstanding any other term of this RFP, this RFP is merely a call for Proposals and not a tender call intending to place legally binding obligations on AMO or on any Proponent to enter into a definitive agreement or to be bound by any of the terms of its Proposal. It is not the intention of the AMO to enter into a contract for the deliverables described in this RFP or enter into any other legally binding obligations unless and until an Agreement has been finalized and executed by AMO, as applicable, with a successful Proponent.

This RFP permits negotiations between AMO and Proponents to finalize definitive agreements.

Neither the transmission of this RFP to a Proponent nor the acceptance or receipt of a Proposal by AMO will be construed as or imply any obligation or commitment on the part of AMO to enter into a contract or agreement of any kind in respect of any or all of the contents of this RFP.

Each Proponent will be deemed to have carefully examined the RFP prior to submitting its Proposal, and if it should discover any omissions, errors, discrepancies, ambiguities, or other anomalies or have any doubts or questions as to the meaning of any portion thereof, it will before submitting its Proposal, communicate the same to AMO in writing.

At AMO's sole discretion, some or all of the corrections, questions, and answers may be incorporated into addenda/addendum to the RFP for distribution to all Proponents.

The onus is on the Proponent to ensure they have received and acknowledge all addenda/addendum.

1.3 No Local Preference

All procurement processes are conducted so as NOT to unduly exclude local vendors while at the same time maintaining the duty to be fair, fully open and transparent.

AMO endeavors to achieve the best value for its members in its programs and transactions. As a result, AMO will NOT be bound to purchase supplies or services based solely upon Canadian content.

1.4 No Collusion

No Proponent will discuss or communicate with any other person or entity (including, without limitation, any employee, representative, or agent of any other Proponent) about the preparation of its Proposal. Each Proponent's Proposal will be prepared without any connection, knowledge, comparison of information, or arrangement with any other person or entity responding to the RFP (or any employee, representative, or agent thereof) and each Proponent will be responsible to ensure that its participation in this RFP is conducted fairly and without collusion or fraud.

1.5 No Publicity or Promotion

The Proponent will not make any public announcement, distribute any literature regarding this RFP, or otherwise promote itself in connection with this RFP.

In the event the Proponent is awarded a contract, the Proponent will not identify AMO as a customer of the Proponent, and will not otherwise use AMO's name or any AMO mark, without the written consent of AMO.

1.6 False or Misleading Statements

If in AMO's opinion, a Proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the Proponent the entire Proposal may be rejected.

1.7 Bribery/ Fraud

Should any Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee or official of AMO, or to commit fraud, AMO will cancel the Proponent's submission.

1.8 Exclusion of Proponents Due to Poor Performance

AMO will document evidence where the performance of the Proponent has been unsatisfactory in terms of failure to meet contract specification, terms and conditions or for Health and Safety violations.

The President, in consultation with the AMO Board of Directors, may prohibit an unsatisfactory Proponent from bidding on future RFPs or contracts for a period of up to three years.

If a Proponent, in AMO's determination, fails to conform to the terms of an agreement executed pursuant to this RFP on a repeated basis, either over time or on a variety of deliverables, for reasons that are within Proponent's reasonable control, then AMO may elect to not permit the Proponent to participate in future procurements, on the grounds of significant or persistent deficiencies in performance of a substantive requirement of such agreement.

1.9 Conflict of Interest

For the purpose of this Request for Proposal, "conflict of interest"

a) Could be, or could be seen to exercise improper influence over the objective, unbiased and impartial exercise and independent judgment; or

b) Could be, or could be seen to compromise, impair or be incompatible with the effective

performance.

This includes but is not limited to any situation or circumstance where, in relation to the performance, obligations, commitments, relationships or financial interests and any subsequent contract or agreement.

Subject to any disclosures the Proponent may make in Schedule B, it is not in a position of a conflict of interest in respect to responding to the RFP and providing the Proposal or, if awarded, entering into an agreement for, and providing, the deliverables. Subject to the disclosure in Schedule B, the Proponent has no unfair advantage, including access to confidential information (other than confidential information that may be disclosed to all Proponents as part of the RFP procurement process), in bidding on this RFP. AMO will review all conflicts of interests, and determine if the conflict of interest can or cannot be resolved, in AMO's determination. If the conflict of interest cannot be resolved, then AMO will terminate the Proponent's involvement in this RFP or any resulting agreement.

1.10 Rights Reserved by AMO

AMO reserves the right to:

- a) Make public the names of any or all Proponents;
- b) Request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal including, without limitation, clarification with respect to the relationship between the Proponent and any of its proposed sub-contractors;
- c) Adjust a Proponent's scoring or reject a Proponent's Proposal on the basis of:
 - i. The Proponent's past performance on previous contracts awarded by AMO or ;
 - ii. The information provided by a Proponent pursuant to AMO exercising its clarification rights under this RFP process;
 - iii. Other relevant information that arises during this RFP process;
- d) Waive formalities and accept Proposals which substantially comply with the

requirements of this RFP;

- e) Verify with any Proponent or with a third party any information set out in a Proposal;
- f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- g) Disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- h) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- i) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to AMO or the highest overall score;
- j) Cancel this RFP process at any stage without award;
- k) Cancel this RFP process at any stage and issue a new RFP for the same or similar services;
- l) Accept any Proposal in whole or in part;
- m) Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
- n) If a single Proposal is received,
 - i. reject the Proposal of the sole Proponent and cancel this RFP process or
 - ii. enter into direct negotiations with the sole Proponent;
- o) Reject any or all Proposals in its absolute discretion; or,
- p) Negotiate in respect of any term or condition proposed by the Proponent in its Proposal, whether a business or legal term or condition or otherwise;

- q) And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances.

By submitting its Proposal, the Proponent authorizes the collection by AMO of the information set out under (e) in the manner contemplated in those subparagraphs.

1.11 Vendor Debriefing

AMO will promptly inform participating Proponents of its contract award decisions, and, on the request of a Proponent, will do so in writing. Subject to not disclosing Proponent information that might prejudice fair competition between Proponents and other reasonable restrictions, AMO will, on request, provide an unsuccessful Proponent with an explanation of the reasons why its Proposal was not selected and the relative advantages of the successful Proponent's Proposal. AMO will provide unsuccessful Proponents, until 60 calendar days following notification of the applicable agreement award date, a right to request a debriefing.

1.12 Administrative or Judicial Review Procedures

- a) There will be a timely, effective, transparent, and non-discriminatory administrative or judicial review procedure through which a Proponent may challenge (a) a breach of CFTA or CETA, as applicable; or (b) if the Proponent does not have a right to challenge directly; a breach of CFTA or CETA under the laws of Ontario, a failure by AMO to comply with the obligations to implement CFTA or CETA. The procedural rules for all challenges will be in writing and made generally available.
- b) If there is an applicable complaint by a Proponent for a breach or a failure as referred to in (a) above, the Proponent and AMO, as applicable, will seek resolution of the complaint through consultations. AMO, as applicable will accord impartial and timely consideration to any such complaint in a manner that is not prejudicial to the Proponent's participation in ongoing or future procurement or its right to seek corrective measures under the administrative or judicial review procedure.
- c) Each Proponent will be allowed a sufficient period of time to prepare and submit a challenge, which in no case will be less than 10 days from the time when the basis of the challenge became known or reasonably should have become known to the Proponent.
- d) Pending the establishment or designation of at least one impartial administrative or judicial authority by the Province of Ontario that is independent of its procuring entities to receive and review an applicable challenge by a Proponent (and which AMO elects to use for the purposes of this RFP), all disputes arising out of or in connection with

this RFP, or in respect of any legal relationship associated with or derived from this RFP, may be finally resolved, at AMO's election, by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. The Seat of Arbitration will be Toronto, Ontario before a single arbitrator. The language of the arbitration will be English. For clarity, Proponent and AMO can mutually agree to alternative rules and an alternative body to arbitrate the dispute.

- e) If a body other than an authority referred to in (c) initially reviews a challenge, the Proponent may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.
- f) A review body that is not a court will have its decision subject to judicial review or have procedures that provide that AMO, as applicable will respond in writing to the challenge and disclose all relevant documents to the review body;
 - i. the participants to the proceedings ("participants") will have the right to be heard prior to a decision of the review body being made on the challenge;
 - ii. the participants will have the right to be represented and accompanied;
 - iii. the participants will have access to all proceedings;
 - iv. the participants will have the right to request that the proceedings take place in public and that witnesses may be presented; and
 - v. the review body will make its decisions or recommendations in a timely fashion, in writing, and will include an explanation of the basis for each decision or recommendation.
- g) AMO will adopt or maintain procedures that provide for:
 - i. rapid interim measures to preserve the Proponent's opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied. Just cause for not acting will be provided in writing; and

- ii. corrective action or compensation for the loss or damages suffered, which will be limited to the lesser of (1) the costs for the preparation of the Proposal; and (2) the costs relating to the challenge, if a review body determines that there has been a breach or a failure to comply as referred to in paragraph (a). For clarity, to the extent permitted under CETA and CFTA, such costs will be limited to actual, direct costs reasonably incurred by Proponent in the circumstances, and will not exceed costs which a commercially reasonable party would incur given the actual revenues and profits that could reasonably be expected in the context of the specific procurement.
- h) A failure by AMO to fulfill its obligations under this Section will not, to the extent permitted by CFTA and CETA, incur for them cumulatively, a liability to Proponent that exceeds a costs award in excess of the amount described in subsection (g).ii above for the actual loss or damages suffered as a result of failure to perform its obligations under Section, if any. For clarity, a final determination that AMO, as applicable, was permitted to take such actions as it did with respect to a Proponent's Proposal or performance under this RFP, will be consistent a determination that no damages award should made against AMO, as applicable.

Schedule A: Proposal Submission Form

Submission: The Proposal Submission Form, when completed, will form part of your Proposal and shall be completed and returned with your Proposal. Please sign where indicated – it is AMO's preference that this form be signed when submitted. If not signed, but submitted, the Proponent acknowledges that such submission alone binds the Proponent to its terms.

To: Association of Municipalities of Ontario

Proponent Information:

Legal Name: _____
(Company/Firm)

Type of Legal Entity _____

Mailing Address: _____
Street No. & Name

City, Province/State

Postal/Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Confirmation:

I/WE, the undersigned authorized signing officer(s) for the Proponent, hereby represents, agrees, declares and/or acknowledges that:

- (a) That all statements, schedules and other information provided in this Proposal are true, complete, accurate, and up-to-date in all respects to the best knowledge of the Proponent;
- (b) That no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this Proposal;
- (c) Consent to the disclosure of its information, including any information identified as confidential by the Proponent, by AMO to any of their consultants or advisors who may be retained for the purposes of evaluating the information, as well as their employees or officers, who need to know in relation to the RFP and the procurement of services;
- (d) That any information contained in the Proposal for which confidentiality is to be maintained by AMO has been specifically identified (rather than the Proposal as a whole);
- (e) That the RFP and this Proposal do not create any legal obligation on the part of AMO or restrict their rights regarding the procurement of any good or service;
- (f) That the Proponent consents to AMO performing checks with any customer references provided, and with any other relevant references;

- (g) That it is not in a position of conflict of interest in respect to responding to this RFP and providing a Proposal or, if awarded Product(s), entering into an agreement with AMO and providing the deliverables.
- (h) That the Proponent has no unfair advantage, including access to confidential information (other than confidential information that may be disclosed to all Proponents as part of the RFP process), in bidding on this RFP;
- (i) Subject to Section 1.12 of the RFP with respect to the Proponent, the Proponent acknowledges and agrees that AMO or shall have no liability to the Proponent or its sub-contractors in respect of the conduct of the procurement process relating to this RFP by AMO, whether in contract or tort or otherwise, and including, without limitation, for costs that the Proponent or its subcontractors incur with respect to the procurement process or for any loss of profit the Proponent or its subcontractors incur as a result of not being awarded a contract under this procurement process. The limitation of liability shall apply whether or not based on an allegation, whether in whole or in part, true or not, that AMO has conducted an unfair procurement process, or in the event the Proponent experiences any technical issues either accessing the RFP on AMO's website or submitting a proposal.
- (j) That this submission is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal and is in all respects fair and without collusion for fraud;
- (k) That the agent listed below is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate matters related to this Proposal on behalf of the Proponent;
- (l) That the Proponent shall be wholly responsible for the Proposal and for all obligations and liabilities that flow from the Proposal, including through any agreement or agreements that may ultimately result from this procurement process;
- (m) That we have received, examined and carefully incorporated Addenda _____ through _____ inclusive.

[Name of Proponent]: _____

Per: _____

I have authority to represent and bind the Proponent:

Name: _____

Title: _____

Signature: _____

Date: _____

Schedule B: Disclosures of Conflict of Interest/Unfair Advantage

Subject to any disclosures provided in this Schedule B, the Proponent is not in a position of a conflict of interest in respect to responding to the RFP and providing the Proposal or, if awarded all or a portion of the Products, entering into an agreement with AMO.

Subject to the disclosure in this Schedule B, the Proponent has no unfair advantage, including access to confidential information (other than confidential information that may be disclosed to all Proponents as part of the RFP procurement process), in bidding on this RFP:

[illegible]