



City of Hamilton
Corporate Services Department
Procurement Section

Michael Burjaw
Senior Procurement Specialist
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Email: Michael.Burjaw@hamilton.ca

August 28, 2020

Attention: **Evelyn Myrie**

Dear Madam:

Re: Contract Number C1-01-20, RFP, Consulting Services for Hamilton
Anti-Racism Resource Centre

On behalf of the City of Hamilton, I would like to thank you for taking the time to bid on: Contract Number C1-01-20, RFP, Consulting Services for Hamilton Anti-Racism Resource Centre.

This letter is to advise you that the Contract for the above Request for Proposals has been awarded to you in accordance with the provisions of the Request for Proposals and your Proposal, in the dollar amount set out below:

\$56,500 + HST

In accordance with the provisions of the Request for Proposals, a signed contract is required for this Work. The contract for execution is attached and is required within ten Business Days of the date of this letter. In addition, we are requesting that you also provide the following documents within ten Business Days of the date of this letter:

1. proof of insurance as set out in section 7 of the Special Conditions.
2. WSIB clearance certificate as set out in section 19 of the Special Conditions.
3. your firm's GST/HST registration number.

4. the information required in the attached form so that the City may make payment under the Contract by means of electronic funds transfer.
5. an originally completed and signed Statement of Acknowledgement that you have read and understand the City's AODA Customer Service Standard Handbook (the "Handbook"), that you have provided the training required by the Handbook, and that you will comply with the requirements of the Handbook and applicable accessibility laws, regulations and by-laws, all as set out in Section 38 of the Special Conditions.

The above noted documents shall be submitted via email to: Tricia Gammon Holness at trica.gammonholness@hamilton.ca

Upon receipt of the above documents and signed Contract, satisfactory to the City, a Purchase Order will be issued. Further, a notice to proceed will be issued by the City's Project Manager for the Contract, John Ariyo. No work may commence before the Purchase Order or notice to proceed is issued.

The City reserves the right to take any or all actions set out in the Request for Proposals and Contract should the documents identified in this letter not be provided to the City by the required date.

If you have any questions or concerns regarding any of the above, please feel free to contact me at Michael.Burjaw@hamilton.ca

Yours truly,

Michael Burjaw
Senior Procurement Specialist

c.c. Tricia Gammon Holness, Procurement Contract Coordinator
c.c. John Ariyo, Project Manager

CONTRACT FOR WORK
Request for Proposals C-01-01-20

CITY OF HAMILTON
(the “City”)

-and-

Empower Strategy Group
(the “Contractor”)

WHEREAS:

- A.** The City issued a Request for Proposals C-01-01-20 (the “RFP”) with respect to establishing a community-based Advisory Committee to support the process, with the end goal of establishing Hamilton Anti-Racism Resource Committee’s first Independent Board of Directors;
- B.** The Contractor submitted a proposal for the provision of such goods or services in accordance with and in response to the RFP which was subsequently evaluated and accepted by the City; and
- C.** The City and the Contractor wish to enter into a contract to clarify and provide the terms under which such goods or services shall be provided;

IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the City and the Contractor, the City and the Contractor mutually covenant and agree as follows:

ENTIRE CONTRACT

This Contract, including:

- (1) All Addenda modifying the Contract, including the Special Conditions and General Conditions, in reverse chronological order
- (2) Terms of Reference or Specifications
- (3) Special Conditions
- (4) any contract drawings
- (5) General Conditions
- (6) this Contract for Work
- (7) Form of Proposal, including Schedule of Prices
- (8) Contractor’s Proposal, as accepted by the City;

constitutes the entire contract between the parties with respect to the subject matter contained in this Contract and supersedes all prior oral and written representations and

agreements.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set out below.

CONTRACTOR'S LEGAL NAME

Signed for and on behalf of the Contractor by:

Signed_____

Name:

Title:

Date_____

I have the authority to bind the corporation.

CITY OF HAMILTON

Signed for and on behalf of the City of Hamilton by:

Signed_____ Signed_____

Name:

Name:

Title:

Title:

Date_____ Date_____



Hamilton

Mailing Address:
City Hall, 71 Main Street West
Hamilton, Ontario
Canada L8P 4Y5
www.hamilton.ca

Corporate Services, Financial Services, Accounts Payable
Physical Address: 120 King Street West, Suite 900
Phone: 905-546-2424 ext 2214 Fax: 905-546-2327

2017 August 15

Electronic Funds Transfer ("EFT") Form

I hereby authorize and irrevocably direct the City of Hamilton to make all payments to the undersigned vendor for the contract noted below by way of electronic funds payment.

Please attach a void original cheque and complete the following financial information:

Name of Financial Institution _____
Address of Financial Institution _____

Account Information:

Financial Institution #: _____ Bank Transit # _____ Bank Acct # _____
(3 digits) (5 digits) (7 – 12 digits)

VENDOR Name: _____
Address: _____

Contact Name: _____ Title: _____

Phone: _____ Fax: _____

E Mail Address: _____

MAIL TO:
120 King Street West, Suite 900, Hamilton, Ontario, L8P 4V2
ATTENTION: Accounts Payable Electronic Funds Transfer Request

I confirm on behalf of the vendor that the information provided on and with this form are true and accurate and agree on behalf of the vendor to the Electronic Funds Transfer Terms and Conditions (2 pages) attached. Please allow 30 days for processing.

Signature: _____ Date: _____

(print name and title)

I have the authority to bind the vendor

Electronic Funds Transfer Terms and Conditions

The term "EFT" refers to electronic funds transfer and may also include the payment information transfer.

1) Method of Payment

All payments by the City shall be made by EFT save and except where:

- a) the funds payable under the terms are only payable in a single lump sum and not payable by installments or progress payments or otherwise than a single lump sum payment; or
- b) the City is unable to release one or more payments by EFT, in which case the Vendor agrees to either:
 - i) accept payment by cheque or some other mutually agreeable method of payment; or
 - ii) request the City to extend payment due dates until such time as the City makes payment by EFT, subject to subsection (3) Suspension of Payment.

2) Mandatory Submission of Vendor's EFT Information

- a) The Vendor is required to provide the City with the information required for the City to make payment by EFT.
- b) In the event that the EFT information changes, the Vendor shall be responsible for providing forthwith the updated information to the City.

3) Suspension of Payment

- a) The City is not required to make any payment until its designated officer has received the correct EFT payment information from the Vendor. Until receipt of the correct EFT information, any invoice or payment request shall be deemed not to be a proper invoice or valid request for the purpose of payment. No interest or any other manner of claim whatsoever for delayed or non-payment shall be permitted as a result of incorrect EFT information or improper delivery of EFT payment information.
- b) If the EFT information changes after submission of correct EFT information, the City shall have thirty (30) days within which to update the changed EFT information after its receipt by the City's designated officer to the extent payment is made by EFT. However, the vendor may request that no further payments be made until the updated EFT information is implemented by the City's payment office. If such suspension would result in a late payment under any payment terms of the Contract, the vendor's request for suspension shall extend the due date for payment by the number of days of the suspension.

4) Liability for Uncompleted or Erroneous Transfers

- a) If an uncompleted or erroneous transfer occurs because the City used the vendor's EFT information incorrectly, the City remains responsible for making a correct payment.
- b) If an uncompleted or erroneous transfer occurs because the Vendor's EFT information was incorrect, or was revised within thirty (30) days of City's release of the EFT payment transaction instruction, and
 - (i) If the funds are no longer under the control of the City's payment office, the City is deemed to have made payment and the vendor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the City's payment office, the City shall not make payment and the provisions of subsection (3) Suspension of Payment shall apply.

5) *EFT and Timely Payment*

A payment shall be deemed to have been made in a timely manner in accordance with the payment terms if, in the City's EFT payment transaction instruction released to its Bank, the date specified for settlement of the payment is on or before the last date for due payment under the terms of the Contract, provided the specified payment date is a valid date when the City's Bank is open for business.

6) *Liability for change of EFT Information by Financial Agent*

The City is not liable for errors resulting from changes to EFT information provided by the vendor's financial agent.



Hamilton

**Statement of Acknowledgement
O. Reg. 191/11
Customer Service Standard
Pursuant to the AODA, 2005**

I _____ (**print name; first and last**)
_____ (**position title**)
_____ (**organization name**)
_____ (**contract number & project name**)

hereby acknowledge that I have received, read and understand the City of Hamilton's AODA **Customer Service Standard Handbook (the "Handbook")**.

I am a:

(a) volunteer [] (b) agent [] (c) contractor []
(d) consultant [] (e) third party [] (f) vendor []

for the City of Hamilton. While performing work for the City of Hamilton, I will comply with the requirements of the Handbook and all applicable accessibility laws, regulations and by-laws.

[The following sentence does not apply to volunteers.] Prior to commencing work for the City of Hamilton, I will provide the accessibility training required by the Handbook.

I understand that if I have any questions about any of the information provided to me, I may contact the City of Hamilton Project Manager assigned for this applicable contract or the Human Rights, Diversity and Inclusion section, 905 546-2424, Ext. 8080.

Signature

Date

This form must be returned via hardcopy, fax or email to the Procurement Representative for this applicable contract.