



The Lakeshore Chapter of the Project Management Institute

REQUEST FOR PROPOSAL - RFP#: PD-01-2017

PROFESSIONAL DEVELOPMENT PMP and AGILE

PROPOSAL DELIVERY

In order for the proposal to be valid, it must be received no later than **5:00 PM Eastern Standard Time (EST) on September 22, 2017**, referred as the "Closing Date".

Only electronic copies will be accepted and received at the following email address:

professionaldevelopment@pmiloc.org

Dropbox address is: PDPMLakeshore@outlook.com

Attention: Jennifer Oxley-Weekes, Director Professional Development

Solicitation #: PD-01-2017

Bidders should ensure that their name, address, Closing Date, and solicitation number is clearly marked in the email subject/title.

Issue Date: August 14, 2017

Closing Date: September 22, 2017

Closing Time: 5:00 p.m.
Toronto local time

Contact Name: **Jennifer Oxley-Weekes Director of Professional Development**

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To be completed by proponent:

It is agreed and understood that proponents submitting a Proposal in response to this Request for Proposal certify that they have read and agreed to comply with the Proponents' Instructions, Submission Requirements, and General Terms and Conditions contained herein, and that any exceptions have been duly noted in their submission.

Company:

Address:

City/Province/Postal Code:

Name:

Title:

Signature: _____ Date:

Telephone No. (____) _____ FAX No. (____)

E-mail:

PMI Lakeshore Ontario Chapter Request for Proposal

**THE LAKESHORE ONTARIO CHAPTER OF THE
PROJECT MANAGEMENT INSTITUTE**

**REQUEST FOR PROPOSAL (RFP)
RFP # PD-01-2017**

FOR

**PROFESSIONAL DEVELOPMENT
PMP and AGILE**

PMI Lakeshore Ontario Chapter Request for Proposal

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SECTION 1 GENERAL OVERVIEW

1.1 BACKGROUND

The Lakeshore Ontario Chapter of the Project Management Institute (hereinafter referred to as the “PMI Lakeshore Ontario Chapter”) is a non-profit organization established in 1997, to promote further awareness and recognition of the proven and established methodologies for structured project management practices. A main purpose of the PMI Lakeshore Ontario Chapter is to provide a forum for networking for our membership and to provide educational / Professional Development (PD) services.

Since its establishment, the PMI Lakeshore Ontario Chapter has striven to be an organization of dedicated professionals in the field of project management providing support to the business, technical and educational community within its geographical area in Southern Ontario from (Mississauga – Niagara Falls)

One of its major objectives is to deliver an educational program that strengthens the knowledge and skills of the local project management community, and supports the certification of its members as Project Management Professionals through the Project Management Institute certification program.

The PMI Lakeshore Ontario Chapter has over 2500 members and is growing rapidly due to a growing interest in the discipline of project management and the PMP certification. The Chapter wishes to initiate this training program to benefit its membership.

1.2 OBJECTIVE & SCOPE

The purpose of this Request for Proposal (herein referred to as the “RFP”) is to source educational services in the form of training programs for the PMI Lakeshore Ontario Chapter’s growing membership.

The list below outline the proposed courses by PMI Lakeshore. The intent of PMI Lakeshore Ontario Chapter is to offer a total of two (2) courses at a rate of twice per year at a minimum; however, no more than two (2) courses in a month.

The proponent shall provide a proposal with a list of the courses which are available as part of their standard offering.

Course Activity	Intended Audience/Objective
<ul style="list-style-type: none">• PMP Exam Certification Preparation	Preparation for PMP Exam. provide an in-depth review of all the PMBOK knowledge areas and provide all 35 required contact hours
<ul style="list-style-type: none">• Agile Course Programme	Designed to meet the educational requirements for both the Agile Certified Practitioner (PMI-ACP) and the Certified Agile Project Manager (Cert. APM) exams

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SECTION 2 GENERAL REQUIREMENTS

The PMI Lakeshore Ontario Chapter intends to contract with the successful proponent who will provide the educational services described in this RFP at the rate(s) established in the financial proposal.

The detailed general requirements are outlined below:

REQUIREMENTS

EDUCATIONAL

The course shall cover the following:

- 1 - for certification courses - provide training in preparation for the specified examination ensuring latest material, and textbook is used
- 2 - for foundational examinations - provide sufficient coverage over a three (3) day period for an understanding of the principles involved. Course material to be based on the relevant code of practice.

TRAINING DOCUMENTATION

Each course participant should receive a binder containing information regarding the above mentioned educational subject areas.

LOCATION/LAYOUT

The course location identified by the proponent should preferably be West of Toronto in the Mississauga/Oakville/Burlington area, since the chapter membership and the anticipated attendees reside in this area.
The layout of the room should be able to host a maximum of 35 attendees with proper facilities.

PARTICIPATION

The number of participants will be limited to a maximum of 35 on a first come first served basis with priority given to PMI Lakeshore Ontario Chapter members. However, the final actual number will be known only after final registration and confirmation from the participants. The course will require a minimum of 10 to proceed.

COURSE TRAINER

The course trainer shall be certified preferably with a minimum of 5 years of experience to prepare students for writing the examination. The proponent is not limited to using only one trainer, however all trainers shall be certified and have the necessary experience. While we do not have a minimum number of hours of class instruction it would be appropriate to provide that information in your response to the RFP.

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SCHEDULING/TIMING

The scheduling/timing requirements are:

- The course should be preferably held on weekends (Saturdays and Sundays – all day, 9 am – 5 pm) with breaks during the day for coffee/tea and lunch. These refreshments should be included as part of the session scope.
- The course should not be held on weekdays except for possibly on a Friday

COST

The proponent should provide a competitive cost per student for two scenarios:

- With location arranged by the proponent
- Without location arranged by the proponent

2.1 SCHEDULE

The tentative schedule is outlined as follows:

- | | |
|---------------------------------------|------------------------------------|
| 1. The RFP release | August 14, 2017 |
| 2. Proposal evaluation | October 2017 |
| 3. The contract negotiation and award | November 2017 |
| 4. Commence Course | Early 2018 depending on the course |

2.2 COPIES REQUIRED

The proponent shall provide one (1) electronic copy of their proposal in PDF format. The email address is professionaldevelopment@pmiloc.org

2.3 ADDITIONAL REQUIREMENTS

- The proponent shall provide pamphlets, brochures, and related promotional material throughout the year to enable advertising.
- The proponent shall work with PMI Lakeshore to ensure advertising through the website and other promotional activities are accurate
- The proponent shall provide a single source of contact for ongoing course
- The proponent shall ensure that all courses are established (trainer, location) 4 months before the offering and will provide a rolling 8month schedule

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SECTION 3 PROPONENTS' INSTRUCTIONS

It is agreed and understood that all proponents submitting a Proposal in response to this RFP certify that they have read and that they agree to comply with the Proponent's Instructions, Submission Requirements, and General Terms and Conditions contained herein, and that any exceptions have been duly noted in their Proposal.

The PMI Lakeshore Ontario Chapter and its executive committee do not make any representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. It is the proponent's responsibility to avail themselves of all the necessary information to prepare a Proposal in response to this RFP.

3.1 PROPONENTS' UNDERSTANDING OF SERVICES

The PMI Lakeshore Ontario Chapter is relying on the experience and expertise of the proponent to provide the required educational services.

3.1.1 PROPONENT'S PROPOSAL IN RESPONSE TO THE RFP

Proponents are asked to address all of the following mandatory requirements in as much detail as possible:

- (i) Education – a detailed overview and sectional curriculum
- (ii) Training Documentation – ***a sample copy of course material that will be distributed to the participants will be required if you are selected***
- (iii) Location – name and address of possible locations, including telephone numbers, email addresses, size of room and room layout
- (iv) Participation – evidence of ability to handle the necessary number
- (v) Course Trainer – resumes of trainers suggested (more than one if necessary)
- (vi) Scheduling/Timing – a schedule of possible dates in the timeframe requested
- (vii) Cost – a detailed cost breakdown with a competitive cost for the two scenarios. (Section 3)

3.1.2 Experience and Qualifications

Each proponent shall provide in its Proposal:

- (i) A brief description of the proponent's business (Section 1);
- (ii) A description of the course(s) the proponent has previously and / or is currently delivering, with an emphasis on experience relevant to the PMI Lakeshore Ontario Chapter's requirements (Section 1);

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- (iii) The roles and responsibilities of the proponent and any of its employees and sub-contractors who will be involved in providing the services, together with the identity of those who will be performing those roles and their relevant respective expertise (Section2)
- (iv) Company's knowledge, skills and expertise in the following areas (Section1):
 - Project Management education
 - Project Management training and workshops
- (v) References from a minimum of 3 clients for whom the proponent has provided similar services within the past 3 years. The 'PMI Lakeshore Ontario Chapter' reserves the right to question the references with regard to the educational services provided by the proponent (Section 1).

3.2 RFP SCHEDULE

The following dates are tentative and are subject to change without penalty to the PMI Lakeshore Ontario Chapter, provided that all proponents are given written notice of the change:

ACTIVITY	DATE
Issue date of the RFP	14 August 2017
Proposal Response submission deadline	September 22, 2017 5:00 P.M. EST
Completion of the evaluation of responses	October 2017
Contract negotiation	November 2017
Notice of Acceptance	early December
Successful & unsuccessful proponents notified	early December
Delivery of first Course	Early 2018 depending on the course

Extensions to this deadline will **not** be allowed.

Notwithstanding the above, PMI Lakeshore Ontario Chapter reserves the right to postpone the closing time by issuing an addendum advising all proponents of the revised closing time.

The PMI Lakeshore Ontario Chapter shall not be responsible for any costs related to any delays in the RFP, or costs associated with any review or the approval process, or with obtaining approval.

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3.3 RFP Enquiries

Any proponent who has questions as to the meaning of any part of this RFP or the services or who believes the RFP contains any error, inconsistency or omission must submit their concern in writing via e-mail, prior to - August 25, 2017, directed to:

Jennifer Oxley-Weekes, Director of Professional Development
E-mail – professionaldevelopment@pmiloc.org

At its sole discretion, the PMI Lakeshore Ontario Chapter may circulate all such questions, along with the PMI Lakeshore Ontario Chapter's answers, to all potential proponents.

PMI Lakeshore Ontario Chapter is not required to respond to any enquiries or other communications received after 5:00 p.m. Toronto time on September 12, 2017.

Information obtained from any other source may be inaccurate and is not binding on the PMI Lakeshore Ontario Chapter.

Any attempt on the part of any proponent or any of its employees, agents, contractors or representatives to contact any person other than the PMI Lakeshore Ontario Chapter's Contact Person named above with respect to this RFP, shall be grounds for disqualification.

3.4 COMPLETION OF THE PROPOSAL AND GENERAL INFORMATION

Read carefully the information in this RFP and attachments;

- 3.4.1 The proponent shall submit one (1) original electronic copy using the email address provided. The Chapter reserves the right to make copies as it may require to conduct a full evaluation of the proposals submitted.

It is the proponent's responsibility to ensure that their proposal is in the possession of the 'PMI Lakeshore Ontario Chapter' at the **Location**, and by the **Date**, and **Time** specified. **Late** proposals will not be considered and will be returned unopened.

The 'PMI Lakeshore Ontario Chapter' at its sole discretion thereto, may reject unsigned proposals or amendments.

No **Fax** transmission of the proposal will be accepted.

- 3.4.2 The 'PMI Lakeshore Ontario Chapter's date/time confirmation will determine the time of receipt of proposals and amendments. Should a proponent submit more than one amendment for the same purpose, the one bearing the **later date/time**

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confirmation will be included in the evaluation unless received after the proposal Closing Date and Time.

Proposals **must** be received on or before the Closing **Date** and **Time** at the following email address: professionaldevelopment@pmiloc.org

**Attn: Director of Professional Development,
The PMI Lakeshore Ontario Chapter
6-2400 Dundas Street West, Suite 361, Mississauga, ON, L5K 2R8**

3.4.3 At any time prior to the Closing Time PMI Lakeshore Ontario Chapter may issue addenda describing any required additions to, deletions from, alterations or clarifications (collectively the "Addenda") to the Request for Proposal. All such Addenda shall become part of the Request for Proposal.

3.5 PROPONENT'S CONTACT PERSON

Each proponent shall designate in their response one individual as a contact in responding to this RFP.

3.6 RIGHT TO CLARIFICATION

The PMI Lakeshore Ontario Chapter reserves the right to talk with any or all proponents to obtain information or clarification of their proposals.

3.7 NO IMPLIED COMMITMENT/UNDERTAKING

The issuance of this RFP to any prospective proponent shall not be understood as an expressed or implied commitment or undertaking by the PMI Lakeshore Ontario Chapter to enter into a contract with the prospective proponent.

3.8 NO LIABILITY FOR EXPENSES OR DAMAGES

The PMI Lakeshore Ontario Chapter shall not be liable for any loss or damage suffered by any respondent including, without limitation, any expenses incurred in the preparation and submission of the proposal or from the demonstration of services.

3.9 FORMAT

Responses to this RFP shall be succinct, and information should be supplied directly in the format requested.

The proponent is requested to provide the response to this RFP in searchable PDF format with sectional tabs in the following order:

- Section 1 - Background
- Section 2 – General & Submission Requirements (All except cost)
- Section 3 – Financial Proposal (Cost)

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3.10 RIGHT TO ACCEPT OR REJECT: CONTRACT TO BE EXECUTED

The PMI Lakeshore Ontario Chapter reserves the right in its sole discretion and for any reason whatsoever:

- (a) To accept or to reject any or all proposals in whole or in part;
- (b) Shall not necessarily accept the lowest cost proposal or any of the proposals submitted
- (c) To award part of this proposal to one or more proponents
- (d) shall have no liability or obligation to any proponent, except to the party (if any) with whom the PMI Lakeshore Ontario Chapter enters into the contract for the provision of the services in its sole discretion (and then only subject to the terms of such contract)
- (e) to consider, accept or reject conditional or alternate proposals
- (f) to waive any irregularities in any proposal
- (g) to elect not to continue with the RFP process

The acceptance of its Proposal, or any part thereof shall be in writing, by the 'PMI Lakeshore Ontario Chapter' forwarding an executed Letter of Acceptance to the successful proponent.

The successful proponent will be required to comply fully with the terms of the RFP, the Proposal, and the Terms and Conditions of the Agreement for Educational Services attached herein as **Appendix "A"**. Any subsequent changes to the written agreement shall be made only in writing.

In the event that the successful proponent fails or refuses to sign or to commence the assignment within the time prescribed by the 'PMI Lakeshore Ontario Chapter', the 'PMI Lakeshore Ontario Chapter' reserves the right, at its sole discretion, to:

- Cancel the award without penalty to the 'PMI Lakeshore Ontario Chapter' and award the contract to another proponent;
- Issue a new RFP.

The defaulting proponent shall be liable for all losses, damage, costs and expenses (including consequential losses and damage, and legal fees) suffered or incurred by the PMI Lakeshore Ontario Chapter as a direct/ indirect result thereof, including, but not limited to, any increase in the price of performance over the price submitted by the defaulting proponent in its proposal. However, the successful proponent shall not be liable for any damages to the extent such damages are caused or contributed to by the negligence or delays of the PMI Lakeshore Ontario Chapter.

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SECTION 4 SUBMISSION REQUIREMENTS

Proposal submissions **shall** conform to this section.

4.1 PROPOSAL SUBMISSION

- a) Each proponent **shall** sign and return **page one (1)** of this RFP document with their proposal or the proposal shall **not** be accepted.
- b) Responses **shall** be submitted in English.

4.2 FORMS COMPLETION REQUIREMENTS

Each proposal shall include as directed the following:

- Completed Page 1 of the RFP
- Appendix B – Form of Offer
- Appendix C – Mandatory Requirements Checklist
- Appendix D - References

Failure to do so may result in disqualification.

4.3 FIRM OFFER

The proponent agrees that the Proposal is a firm offer specified herein as quoted and which offer the PMI Lakeshore Ontario Chapter may accept. The proponent may revoke its Proposal at any time **prior to** the time fixed for proposal closing by delivering written notice (mail) of revocation to the 'PMI Lakeshore Ontario Chapter'.

4.4 NUMBER OF PROPOSAL SUBMISSIONS

This RFP shall be submitted electronically in the following fashion:

One file per course proposal; with sections clearly marked as containing (1) Background, section (2) General & Submission Requirements; and section (3) clearly marked Financial Data.

4.4 PROPONENT'S CONTACT PERSON

The proponent shall provide the name of the employee in the proponent's firm who will have overall responsibility for signing and overseeing the successful proponent's performance of obligations of the Agreement and to whom any additional information deemed relevant to the RFP may be communicated.

4.5 IRREVOCABLE RESPONSE

The proponent's Proposal shall be irrevocable for a period of 30 days from the RFP

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Closing Date. Adjustments to a proposal by telephone, email or letter will not be considered, except as herein noted. Should a proponent wish to alter its Proposal in its entirety, he/she shall withdraw it by letter and submit a new proposal in the approved form **prior to the fixed time for RFP closing.**

4.5 DISQUALIFIED PROPOSALS

Responses not submitted in accordance with the instructions included in this RFP may be disqualified at the absolute discretion of the PMI Lakeshore Ontario Chapter.

SECTION 5 PROPOSAL EVALUATION

While price is a determinant in the selection process, it is to be clearly understood that there must be a full and complete understanding of the services/deliverables to be provided. The proponent will demonstrate this by their proposal as presented, as well as a commitment to the terms and conditions of this RFP. It is the intention of the PMI Lakeshore Ontario Chapter to award the service to the proponent providing the greatest value to the PMI Lakeshore Ontario Chapter as identified through the evaluation process detailed in Section 5.

In the event of a tie, Lakeshore Ontario Chapter reserves the sole right to establish the format of the tiebreaker and award the contract.

STAGES OF PROPOSAL EVALUATION

PMI Lakeshore Ontario Chapter will conduct the evaluation of proposals in the following stages:

5.1 STAGE I - REVIEW

Stage I will consist of a review by the PMI Lakeshore Ontario Chapter to determine which proposal complies with all the mandatory requirements as identified in Appendix C. Proposals that do not comply with all the mandatory requirements will be disqualified.

5.2 STAGE II – EVALUATION OF RATED CRITERIA

Stage II will consist of scoring by the PMI Lakeshore Ontario Chapter of each qualified proposal on the basis of the Rated Criteria and the three-section system. As part of the review process the PMI Lakeshore Ontario Chapter may, at its sole discretion, require clarification of the proponent's proposal.

Rated Criteria

The proponents' response to rated items will be evaluated on the extent to which they meet or exceed the requirements in this RFP. The proponents' proposal should therefore contain detailed information, and reference any attached substantiating documentation.

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Detailed information and substantiating documentation should be clear, direct, and grouped together with an index provided to make it easy for evaluators to locate a particular item.

Proposals that do not respond to a particular rated item or cannot easily be found by the evaluation team may receive a zero-point score for that item.

Table - Section Weights for Rated Criteria

No	Rated Criteria	Weights
	Background (Section 1)	
1	Background Information/Format of Proposal	5%
	General & Submission Requirements (Section 2)	
	Proposed service	5%
2	Mandatory Requirements (General & Submission)	35%
3	Experience, Qualification and Capacity	5%
	Financial Data (Section 3)	
4	Financial Information	50%
Total		100.00%

Proposal Evaluation

The PMI Lakeshore Ontario Chapter and its representatives in accordance with the rules for competitive procurement and procedures described in this document will conduct the evaluation of proposals.

Proposals meeting the Mandatory requirements will then be evaluated for compliance with the Rated requirements (**Section 1 & 2**) and shall be assigned scores for each item. Only when the scores meet the minimum score requirements set by the PMI Lakeshore Ontario Chapter will the financial proposal be evaluated. (**Section 3**).

Financial proposals (**Section 3**) will then be assessed. The lowest total cost compliant proposal will be awarded maximum points, while other proposals will receive a percentage of the maximum points based on the ratio of the lowest cost proposal to their total cost.

For example:
 Proposal A Financial Total = \$100,000
 Proposal B Financial Total = \$125,000
Proposal A's financial assessment would receive the highest mark of 50%. The score for proposal B's financial proposal would be calculated as:

Score for B = proposal A's financial total divided by proposal B's financial total, multiplied by 50.

Therefore, the score awarded to proposal B would 125,000 divide (100,000) times 50 = 40%.

(Note: These numbers are used for illustrative purposes only.)

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In the event of a tie between proponents, and where proponents cannot agree on the tiebreaker format, the PMI Lakeshore Ontario Chapter at its sole discretion will establish the format of the tiebreaker.

Each compliant proposal's Aggregate Score will be determined by totaling that proponent's scores from the written proposal evaluation (Section 1&2) and financial assessment (Section 3).

5.3 STAGE III – AWARD AND CONTRACT NEGOTIATION

The highest scoring proponent will be invited to participate in contract negotiations for the final award. The successful proponent shall be required to enter into an Agreement for Educational Services with the PMI Lakeshore Ontario Chapter attached hereto as Appendix "A".

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APPENDIX "A"**

AGREEMENT FOR EDUCATIONAL SERVICES

SAMPLE COPY

NOTE: Appendix "A" is a sample contract only. This document is not required to be inserted as part of your proposal.

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AGREEMENT FOR EDUCATIONAL SERVICES

THIS AGREEMENT made as of the ___ day of _____, 2017.

BETWEEN:

**THE LAKESHORE ONTARIO CHAPTER OF
THE PROJECT MANAGEMENT INSTITUTE**
(Referred to as the "PMI Lakeshore Ontario Chapter")

-And-

{LEGAL NAME OF SUCCESSFUL PROPONENT}
(Referred to as the "Contractor")

1. RECITALS

WHEREAS the PMI Lakeshore Ontario Chapter has issued a Request for Proposal, numbered RFP #PD-01-2017, attached hereto as Schedule "A", in which it requested the submission of Proposals for the proffering of educational services relating to the Course;

AND WHEREAS in response to the said Request for Proposal the Contractor submitted to the PMI Lakeshore Ontario Chapter a Proposal, attached hereto as Schedule "B";

AND WHEREAS the PMI Lakeshore Ontario Chapter has accepted the said Proposal, subject to such amendments as are contained in this Agreement;

AND WHEREAS the Contractor has advised that it can provide the requisite educational services;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the PMI Lakeshore Ontario Chapter and the Contractor mutually covenant and agree as follows:

2. INTERPRETATION

2.1 For the purposes of interpreting this Agreement, the following terms shall be defined as follows:

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- (i) "Agreement" means the recitals to this agreement for educational services, this agreement for educational services, consulting services agreement and all schedules attached hereto, as supplemented from time to time;
 - (ii) "Parties" means the Contractor and 'PMI Lakeshore Ontario Chapter' and their respective heirs, as applicable, legal representatives, successors and permitted assigns.
 - (iii) "Proposal" means the Proposal submitted by the Contractor and attached hereto as Schedule "B".
 - (iv) "Request for Proposal" means the Request for Proposal, numbered RFP #PD-01-2017, attached hereto as Schedule "A".
 - (v) "Services" means the services described in Section 4 hereof.
- 2.2 This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and each Party irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.
- 2.3 This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect to it. If there is any express contradiction between the terms of this Agreement and any schedule, the terms of this Agreement shall govern.
- 2.4 No amendment, modification or waiver of any provision or term in respect of this Agreement will be effective unless in writing and executed by each of the Parties and then only in the specific instance and for the specific purpose given.
- 2.5 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege. No waiver by the PMI Lakeshore Ontario Chapter of a default shall operate against the PMI Lakeshore Ontario Chapter as a waiver of such default unless made in writing and signed by the Director of Professional Development of the PMI Lakeshore Ontario Chapter.

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- 2.6 Any provision of this Agreement that is held to be inoperative, unenforceable or invalid in any jurisdiction shall be inoperative, unenforceable or invalid in that jurisdiction without affecting any other provision of this Agreement in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.
- 2.7 This Agreement shall be binding upon and shall enure to the benefit of the Parties. This Agreement shall not be construed so as to confer any right or benefit upon any person other than the Parties.
- 2.8 Time shall be of the essence in this Agreement.
- 2.9 The division of this Agreement into sections and subsections and the insertion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.
- 2.10 Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian dollars.
- 2.11 All defined terms used herein will have the same meaning, whether used in the singular or plural form, unless the context clearly requires otherwise.

3. ACKNOWLEDGEMENT RECITALS

- 3.1 The Parties acknowledge that the recitals are true and correct in substance and in fact and are incorporated into and form part of this Agreement.

4. SERVICES

- 4.1 The Contractor shall provide the services described in the Proposal at the dates, times and locations set out in the Proposal. Any and all course trainers supplied by the Contractor shall be PMP certified by the Project Management Institute. The {Contractor/PMI Lakeshore Ontario Chapter} shall be entirely responsible for making all booking arrangements with the facility identified in the Proposal as the venue for the PMP Preparatory Course training sessions. At the commencement of the PMP Preparatory Course, the Contractor shall make available to each student the course reference materials described in the Proposal.
- 4.2 The Contractor warrants that the Services will be performed in a professional manner.

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5. CONTRACT PRICE

- 5.1 The PMI Lakeshore Ontario Chapter shall pay to the Contractor the contract price stipulated in the Section 3 of the Proposal.

6. INVOICES

- 6.1 Within ten (10) days of the completion of the delivery of the Services, the Contractor shall submit an Invoice for the services rendered under this Agreement to the PMI Lakeshore Ontario Chapter by mailing such invoices to The Lakeshore Chapter of the Project Management Institute, 6-2400 Dundas Street West, Suite 361, Mississauga, Ontario,. It is acknowledged and agreed that the PMI Lakeshore Ontario Chapter may require that the Contractor include additional information in its invoices, upon notice L5K 2R8 provided to the Contractor. Notwithstanding the foregoing, the PMI Lakeshore Ontario Chapter shall not be required to pay for the Services to the extent that such Services were rendered incurred by the Contractor without the prior approval of the PM Lakeshore Chapter's Director of Professional Development.
- 6.2 Each Invoice submitted by the Contractor shall set out a description of the Services performed by the Contractor.
- 6.3 Subject to section 6.1 of this Agreement, the PMI Lakeshore Ontario Chapter shall pay the Contractor's account within thirty (30) days of receiving the Invoice.
- 6.4 In the event of any dispute with regard to a portion of an invoice, the PMI Lakeshore Ontario Chapter shall not be required to pay the disputed portion of the relevant Invoice until thirty (30) days after the Parties have agreed as to the portion of the disputed amount payable by the PMI Lakeshore Ontario Chapter to the Contractor.
- 6.5 Any invoice remaining unpaid for more than thirty (30) days from the date of receipt by the PMI Lakeshore Ontario Chapter, or in the case of a disputed invoice, the date of agreement, shall accrue interest at a rate of the prime rate of interest posted by the Bank of Canada as at the 31st day following the date of receipt of such invoice by the PMI Lakeshore Ontario Chapter.
- 6.6 Any charges payable by the PMI Lakeshore Ontario Chapter to the Contractor pursuant to this Agreement shall include all applicable taxes, including without limitation, federal goods and services and provincial sales taxes, but excluding taxes based upon the net income of the Contractor.

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7. TERMINATION

- 7.1 It has been agreed, by both parties, that this contract can be terminated at the discretion of either party providing, without penalty/liquidated damages and that there is a written notice of 30 calendar days confirming such termination of agreement.
- 7.2 In the event that the PMI Lakeshore Ontario Chapter delivers to the Contractor a written notice in accordance with section 10.1 of this Agreement 2 days prior to an event advising the Contractor that the PMI Lakeshore Ontario Chapter has been unable to confirm the registration of at least ten (10) participants in respective course, the course shall be cancelled and the PMI Lakeshore Ontario Chapter shall not be responsible for any costs incurred by the Contractor in relation to this Agreement. The cancelling on an individual course will not terminate the agreement.
- 7.3 The PMP Lakeshore Ontario Chapter shall have the right to terminate this Agreement, without penalty, immediately upon the occurrence of any of the following events:
- (i) the Contractor's failure to provide the Services listed in Section 2 of the Proposal;
 - (ii) the voluntary or involuntary bankruptcy of the Contractor; or
- 7.4 The Contractor becoming insolvent or making an assignment for the benefit of creditors. In the event that the Contractor fails to provide the Services listed in Section 2 of the Proposal within the time frame established in Section 2 of the Proposal, the Contractor shall be liable for all losses, damages, costs and expenses (including consequential losses and damage, and legal fees) suffered or incurred by the PMI Lakeshore Ontario Chapter as a direct or indirect result thereof, including, but not limited to, any increase in the price of performance over the price submitted by the defaulting Contractor in Section 3 of its Proposal. The Contractor shall not be liable for any damages to the extent that such damages have been caused or contributed to by the negligence or delay of the PMI Lakeshore Ontario Chapter.

8. INDEMNITY

The Contractor shall indemnify and hold harmless the PMI Lakeshore Ontario Chapter, and its directors, officers, employees, agents, successors, assigns and legal representatives from and against any and all liabilities, suits, actions, claims, demands, losses, damages or expenses of any nature whatsoever arising from or due to the Contractor's performance or non-performance of the Services and will reimburse the PMI Lakeshore Ontario Chapter for all expenses (including legal fees) incurred by the PMI Lakeshore Ontario Chapter in connection with any such action or claim.

To receive the foregoing indemnity, the PMI Lakeshore Ontario Chapter must promptly notify the Contractor in writing of a claim or suit.

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9. DISPUTE RESOLUTION

- 9.1 Any controversy, dispute or claim arising out of or in connection with this Agreement, including the arbitrability of any dispute, shall be finally settled by binding arbitration conducted in Toronto in accordance with the laws of Ontario before one arbitrator appointed in the manner described below.
- 9.2 The arbitration shall be commenced and the arbitrator shall be appointed as follows:
- (i) The Party wishing to initiate arbitration shall deliver written notice to the other Party in the manner prescribed by this Agreement. The notice of arbitration shall contain a statement of claim including the following:
 - (ii) a demand that the dispute be referred to arbitration;
 - (iii) a description of the claim and an indication of the facts supporting it;
 - (iv) the relief sought and the amount claimed; and
 - (v) a list of three arbitrators from which one can be chosen to hear the dispute.
- 9.3 The Party receiving notice shall, within twenty (20) days after commencement of the arbitration, respond to the claimant by submitting a response to the issues raised in the notice of arbitration, which response may include a counterclaim. The Party receiving notice shall also confirm one of the three arbitrators proposed by the claimant or provide a separate list of three arbitrators from which the claimant can choose one to hear the dispute. If, after following this process, the Parties are unable to agree to an arbitrator within two (2) days, either Party can apply to the Ontario Court for appointment of an arbitrator.
- 9.4 In the event of a dispute, the Parties shall continue to perform their respective obligations under this Agreement, including during the pendency of arbitration proceedings or until the arbitrator orders otherwise. The Parties further agree that the expenses of any arbitration, including the arbitrators' and respective reasonable lawyers' fees, shall be borne equally by the Parties until the arbitrator reaches a decision. Thereafter, the losing Party shall reimburse the prevailing Party for all expenses incurred in the arbitration (unless the arbitrator determines that it would be unjust to do so in which case each Party will bear their own costs of the arbitration and split the fees of the arbitrators).

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- 9.5 Except as provided therein, the arbitrator may conduct the arbitration in whatever manner he or she considers appropriate and with a view to expediting the resolution of the dispute. Without limiting the generality of the foregoing, the arbitrator in his or her discretion, may direct the order of proof, bifurcate the proceedings, and otherwise determine the manner in which the arbitration shall be conducted, including pre-hearing discovery of documents and witnesses.
- 9.6 At the request of any Party, the arbitrator may take whatever interim measures he or she deems necessary including injunctive relief and measures for the protection or conservation of property. Such interim measures may require security for the costs of such measures and award costs to the successful Party seeking such relief.

10. **NOTICES**

- 10.1 Any demand, notice, direction or communication to be made or given pursuant to this Agreement shall be in writing and may be made or given by personal delivery, or by courier addressed to the Parties as follows:

To the PMI Lakeshore Ontario Chapter:

By E-mail: professionaldevelopment@pmiloc.org

E-mail communication will be considered official if the letter is sent as an attachment.

To the Contractor:

By Mail

(INSERT CONTRACTOR'S ADDRESS and TITLE)

Tel: {TELEPHONE NUMBER}

Fax: {FAX NUMBER}

By E-mail

xxxxxxx

or to such other address as any Party may from time to time notify the other of in accordance with this Section. Any demand, notice, direction or communication made by personal delivery, fax or by courier shall be conclusively deemed to have been given on the day of actual delivery.

PMI Lakeshore Ontario Chapter Request for Proposal

11. COMPLETED TRANSACTION

11.1 The PMI Lakeshore Ontario Chapter and the Contractor agree that the signing of this Agreement by one party does not constitute an accepted offer or a completed transaction until such time as this Agreement shall have been fully executed by both Parties and copies of the fully executed document delivered to each party.

12. ASSIGNMENT

12.1 The Contractor may not assign its rights or obligations under or in connection with this Agreement (voluntarily, by operation of law or otherwise) without the prior written consent of the PMI Lakeshore Ontario Chapter.

13. SURVIVAL

13.1 The terms of Sections 8 and 13 shall survive the termination of this Agreement for a period of one (1) year, respectively. Section 8 shall survive the termination of this Agreement to the extent that a dispute arises in respect of the foregoing provisions.

14. FORCE MAJEURE

14.1 In the event that either Party is unable, by reasons beyond its reasonable control, to carry out its obligations pursuant to this Agreement, it is agreed that, upon such Party giving written notice and particulars immediately, the obligations of the Parties shall be suspended during the continuance of the inability and the cause shall, as far as possible, be remedied with all reasonable dispatch.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date specified on the first page of this document by the hand of a duly authorized person for that purpose.

**THE LAKESHORE ONTARIO CHAPTER OF THE
PROJECT MANAGEMENT INSTITUTE**

Per: _____
Name: Michael Ghobros
Title: President

PMI Lakeshore Ontario Chapter Request for Proposal

Per: _____

Name: Jennifer Oxley-Weekes

Title: Director of Professional
Development

{LEGAL NAME OF CONTRACTOR}

Witness)
)
)

Per: _____

Name:

Title:

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APPENDIX “B”

FORM OF OFFER

To The Lakeshore Chapter of the Project Management Institute:

The proponent's registered legal business name and mailing address is:

Telephone No(s):

Email:

Contact:

I/We hereby offer to perform the Services as indicated in the Financial Proposal in consideration of PMI LAKESHORE ONTARIO CHAPTER paying me/us in accordance with the Financial Proposal and the terms, conditions and provisions outlined in the RFP.

I/We enclose herewith as part of the proposal, responses to all mandatory submission requirements.

I/We have carefully examined the RFP documents and have a clear and comprehensive knowledge of the Services required under the RFP. By submitting the proposal, we agree and consent to the terms, conditions and provisions of the RFP.

I/We understand that my/our submitted proposal is based upon the acceptance of the proposal, in whole or in part, within 30 days of the Proposal Submission Deadline and is irrevocable during that period.

I/We understand that in the event my/our proposal is selected by PMI LAKESHORE ONTARIO CHAPTER, in whole or in part, I/we agree to finalize and execute the Agreement in accordance with the RFP.

I/We hereby consent to PMI LAKESHORE ONTARIO CHAPTER performing checks with the references listed in the proposal.

SIGNED SEALED AND DELIVERED)

In the presence of:)

PMI Lakeshore Ontario Chapter Request for Proposal

Signature of Witness

)
) Signature of proponent
)
)
) Print Name
)
)
) Date:

I have authority to bind the proponent.

**PMI Lakeshore Ontario Chapter Request for Proposal
APPENDIX "D"**

REFERENCE FORM

Each proponent shall provide a minimum of 3 references from clients for projects for whom they have provided similar services within the past [3] years.

1) Company: _____
Address: _____

Contact: _____
Title: _____
Telephone Number: _____
Date work undertaken: _____
Nature of the Assignment: _____

2) Company: _____
Address: _____

Contact: _____
Title: _____
Telephone Number: _____
Date work undertaken: _____
Nature of the Assignment: _____

3) Company: _____
Address: _____

Contact: _____
Title: _____
Telephone Number: _____
Date work undertaken: _____
Nature of the Assignment: _____

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

