



**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

**REQUEST FOR PROPOSAL**

Proposal Number

F18-INF-2018-029

**DESIGN AND ENGINEERING SERVICES**

**Verdon Subdivision Remedial works**

Request for Proposal Issued On: 3-August-2018

Tender Submission Deadline: 2:00:00 pm on 7-September-2018  
Local Time in Rockland Ontario, Canada

**Deliver to:**

**The Corporation of the City Clarence-Rockland  
1560 Laurier  
Clarence-Rockland  
Client Service Center  
Rockland, ON  
K4K1P7**

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## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals from consulting firms interested in providing services for completion of the Verdon Subdivision remedial works, as further described in Part 2 - The Deliverables (the “Deliverables”):

The proposed scope of work will include, but not be limited to:

- Investigate and re-design the Denis Verdon Subdivision stormwater management (SWM) facility. Provide contract administration and on-site supervision to address current subdivision deficiencies.

The purpose of this Request for Proposal (RFP) is for the City of Clarence-Rockland to select and retain a professional consulting firm to assist City staff with the engineering services outlined in this RFP. It's the preference of the city to award the project to the highest ranked proponent.

### **1.2 Background**

The City of Clarence-Rockland has 23,000 residents. Situated 32 kilometers east of Parliament Hill and 145 kilometers west of Montreal, the region offers an outstanding quality of life and countless business opportunities. The City employs 128 Full time employees and 128 part time and seasonal employees. The City also has 62 volunteer fire fighters.

### **1.3 Purchaser’s Code of Ethics**

The Purchaser is seeking to satisfy the following objectives in issuing the RFP.

- Achieve the best solution for the needs of the Purchaser.
- Obtain quality Services at best overall value.
- Enhance customer satisfaction and improvements in Services.
- Facilitate the Purchaser’s purchases without limiting the Purchaser’s choice or negate any other requirement.

### **1.4 Cost of Proposal**

The City of Clarence-Rockland is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this RFP.

### **1.5 Type of Agreement**

The Preferred Proponent shall be required to enter into an Agreement (“Agreement”) for the provision of the Deliverables.

The Purchaser intends to award Agreement(s) to one (1) Proponent.

The Agreement will be signed on or around **October 22<sup>nd</sup> 2018**, and no obligation on the part of the Purchaser to purchase Services shall arise until such time as the Agreement is signed.

#### **1.6 No Guarantee of Volume of Work or Exclusivity of Agreement**

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The Agreement executed with the Supplier will be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP.

#### **1.7 Proponent Consortium Information**

Where a consortium is responding to this RFP, the following shall apply:

- The Proponent shall identify itself as the sole Proponent.
- The Proponent shall list all other consortium members and what each will supply.
- The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed subcontractor.

#### **1.8 Rules of Interpretation**

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFP shall bear their natural meaning.
- References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- In construing the RFP, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- The following terminology applies in the RFP:

Whenever the terms "must" or "shall" are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read "the Purchaser shall" or the "Proponent shall", as the case may be.

The term "should" relates to a requirement that the Purchaser would like the Proponent to address in its Proposal.

The term "will" describes a procedure that is intended to be followed.

## **1.9 Interpretation**

In this RFP, the Agreement and the Agreement Documents, unless expressly provided otherwise, the following definitions shall apply:

- a) "Addendum" and "Addenda" means a written addendum or addenda issued with respect to this RFP;
- b) "Agreement" means the Contract arising upon the acceptance of a Proposal and award of the Contract by the City in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Consultant;
- c) "Agreement Documents" means all of the following documents:
  - i. The signed and executed Contract;
  - ii. This RFP and any Addenda that form part of this RFP; and
  - iii. Consultant's Proposal, as accepted by the City;
- d) "Benchmark" means the minimum required score of a Proponent's Proposal in order to proceed from Step 1 to Step 2 of the evaluation process. For this RFP, the Benchmark shall be 55 marks out of a possible 75 marks from evaluation of Step 1 - technical Proposals;
- e) "Business Day" means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed; "City" means the Corporation of the City of Clarence-Rockland and includes any of its designated employees, officials or agents who are engaged to represent the City in their capacity and also includes an employee designated to exercise a discretion on behalf of the City; "Closing Time" means the deadline by which to submit Proposals for this RFP as set out in the RFP Notice, as may be amended by Addendum or other written notice of the City; "Consultant" means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by the City; "Contract" shall be synonymous with Agreement; "Contract Documents" shall be synonymous with Agreement Documents;
- f) "Default" means any act or event of default as contemplated in the RFP Documents; and without restricting or limiting the rights and privileges of the City to any broader interpretation, any default of or in respect of a term, covenant, warranty, condition or provision of the Contract, or a liability caused, by an officer, director, partner, employee, Subconsultant or agent (or an officer, director, partner or employee of a Subconsultant or agent) of the Consultant shall constitute a default by the Consultant;
- g) "Disbursements" means those costs, expenses and disbursements necessary for, as well as incidental to, the provision of Services pursuant to, or required by, the Contract which include, but are not limited to, software rights and licences and other intellectual property rights, plans, sketches, drawings, graphic representations, licences, fees, permits and approvals, mileage, accommodations, telephone and other communication device charges (including long distance charges), transportation and fuel charges, postage and courier charges, all printing, binding, photocopying, paper document reproduction and other related expenses and all other things and incidentals necessary for completing the Services in accordance with the Contract. All anticipated and foreseeable Disbursements are to be accounted for in the Total Contract Price. No additional Disbursements will be paid by the City, except as otherwise specified in the Contract or as otherwise expressly agreed to in advance and in writing by the City.

- h) "Evaluation Team" means a team consisting of members of the City's staff and, where considered appropriate by the City, independent consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;
- i) "Form of Proposal" means the Form of Proposal set out in the Form of Proposal section to this RFP comprising of two (2) steps, namely, the "Form of Proposal - Step 1" and the "Form of Proposal – Costing - Step 2";
- j) "Goods" means any item of tangible personal property or computer software and, without limiting the generality of the foregoing, includes deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
- k) "Project" means all Work and Services required to complete the works, as contemplated by this RFP and all Addenda thereto;
- l) "Proponent" means any person submitting a Proposal in response to this RFP;
- m) "Proposal" means a proposal submission made by a Proponent in response to this RFP;
- n) "Purchasing Manager" means the City's Manager of Purchasing or her designate;
- o) "RFP" means this Request for Proposals including the RFP Notice, the Instructions to Proponents, the Proposal Submission Information, the Form of Proposal - Step 1, the Form of Proposal - Costing Step 2 and any schedules, the Terms of Reference, Sample Contract any other Appendices and all Addenda
- p) "Services" means a service of any description whether commercial, industrial, trade, or otherwise and includes, without limitation:
  - all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in works and goods, as contemplated by this RFP;
  - all consulting services identified in the Contract and those not identified in the Contract but necessary and prudent, in accordance with industry standards for such Projects, to properly and fully complete the Project and perform the undertakings contemplated in the Contract;
  - all incidentals necessary for proper, diligent and satisfactory execution of the Services and the fulfillment of all other contractual obligations and undertakings of the Consultant under the Contract;
- q) "Subconsultant" is a person or entity having a direct contract with the Consultant to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of the City;
- r) "Taxes" means applicable taxes, duties, levies and like payables required by any taxing, excise or customs authority and all other charges, including but not limited to Harmonized Tax or other applicable sales or value added taxes, customs or excise taxes or duties, including a levy or duty imposed as a Special Import Measure to which any work or supply of services or materials may be subject;
- s) "Total Contract Price" means the fully inclusive, all-in total contract price, constituting the aggregate sum of all compensation whatsoever quoted by and receivable by a Proponent in its Proposal with respect to the Services contemplated by this RFP and, unless expressly and specifically agreed in writing by the City otherwise, shall be the maximum compensation and consideration receivable by the Consultant under the Contract or otherwise for providing all Services, including incidentals, contemplated under the Contract. The Total Contract Price shall include, without limitation, all professional fees, consulting fees, staff time, sub-consulting fees and other Service fees, all Disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice.
- t) "Work" means the total performance and related services required to complete the Project and includes all incidentals necessary for proper and satisfactory execution of the Work and the fulfillment of all contractual obligations and undertakings. Where for any reason the City elects to terminate work on the Project (or otherwise discontinue such work for an indefinite period) before final completion, the Work and



Project shall be deemed to be limited to that portion of the same as has been completed up to and including the time of termination.

**1.10 Bid Irregularities**

This list of irregularities should not be considered all-inclusive. City staff and/or the Town Clerk in consultation with the requisitioning department will review minor irregularities not listed and acting in consensus shall have authority to waive other irregularities or grant two (2) business days to initial such irregularities.

Where, at the request of the City, a Bidder has been given two (2) business days to correct an irregularity and the Bidder fails to make such correction within that time period, the Bidder shall be deemed non-compliant and the Bid rejected without further consideration.

For the purpose of this document, the following shall apply:

- a) Bidder(s) shall also mean Proponent(s)
- b) Bid(s) shall also mean Proposal(s)
- c) Bid Form shall also mean Form of Proposal

Item	Irregularity	Response
1	Late bids	Automatic rejection, returned unopened to bidder
2	Bids received in an unsealed envelope	Automatic rejection
3	Bid submitted in a form other than the original Bid Form provided	Automatic rejection, unless in the opinion of the City the information provided is complete and it is not a financial schedule that has been submitted in a form other than the original Bid Form provided
4	Bid Form not signed or witnessed	Automatic rejection
	Bid Form signed by an authority to bind the company, but not witnessed	Upon notification, two (2) business days to seal or witness or bid shall be rejected
	Bid Form witnessed, but not signed by an authority to bind the company	Upon notification, two (2) business days to sign or bid shall be rejected
5	Incomplete Bid	Automatic rejection, unless:
		a) the competitive bid opportunity state that partial bids are acceptable, and the bid is complete in respect to the portion of the scope of work or deliverable(s) bid on; or
		b) in the opinion of the City, the omission is of a minor nature and is remedied by the bidder within two (2) business days of notification. Incomplete pricing shall not be considered minor in nature and shall result in automatic rejection, with the exception of the irregularities stated in accordance with Item 6 and 7

6	If a unit price has been provided but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the quantity specified, by the Owner
7	If an extended total has been provided but the corresponding unit price has been omitted.	The unit price will be calculated from the extended total and the quantity specified, by the Owner
8	Mathematical errors which are not consistent with the Unit Price, such as tax calculation errors	Upon notification, two (2) business days to correct or bid shall be rejected
9	Unit Price, which has been changed, not initialled but the corresponding extension is consistent with the amended Unit Price	Upon notification, two (2) business days to initial or bid shall be rejected
10	Unit price, which has been changed, not initialled and the corresponding extension is not consistent with the amended Unit Price	Automatic rejection
11	Transfer of an amount from one part of the submission to another is incorrect or incomplete	Upon notification, two (2) business days to correct or Bid shall be rejected
12	Bid Bond, in the form, amount and irrevocability outlined in the Contract documents, not submitted	Automatic rejection, unless the Bid Bond submitted is in excess of the competitive bid document requirements
13	Bid Bond not signed or sealed, as applicable	Automatic rejection
14	Bids not completed in ink or typed format	Automatic rejection
15	Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form	Automatic rejection, unless in the opinion of the City the statements provided do not qualify any pricing but are included for clarity purposes
16	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form that are not initialled	Automatic rejection, unless in the opinion of the City, the failure to initial is minor in nature and is capable of being remedied; upon notification, bidders shall have two (2) business days to initial or the bid shall be rejected. Un-initialled alterations to pricing shall be dealt with in accordance with Items 8, 9 and 10
17	Failure to have a representative in attendance and registered at a mandatory site visit	Automatic rejection

18	Bidder has not been previously prequalified under a related prequalification process, where applicable	Automatic rejection
19	Addenda have not been acknowledged:	
	a) which have financial implications	Automatic rejection
	b) which have informational content	Two (2) business days to acknowledge or bid shall be rejected

**1.11 Permits, Licenses, and Approvals**

Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

**1.12 Personnel**

The Proponent should submit information related to the qualifications and experience of its personnel who will be assigned to provide the service which may include resumes, documentation of accreditation, and/or letters of reference. See Section 4.5.4 before submitting any such personal information.

**1.13 Work Plan and Timelines**

The Proponent should provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timelines, which may include but not be limited to providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.

**1.14 Delivery Lead Times**

All work in this Project is to be completed as per the table below, from the date of award which will include exterior and site inspection reports.

<b>Item</b>	<b>To be completed by:</b>
Storm Water Management redesign & MOECC submission	19 December, 2018
Contract administration & construction tender document	22 February, 2019
Site supervision & close out documents	September 2019 (pending MOE approval)

**1.15 Payment Terms**

The Purchaser's standard payment terms are net thirty (30) days.

## **1.16 Accessibility for Ontarians with Disabilities Act**

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the Accessibility for Ontarians with Disabilities Act, 2005, requires that the contractor (successful bidder/proponent) must ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and must include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation
- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <http://accessforward.ca/>

The on-line training takes about twenty minutes.

The contractor (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services or Engineering staff (specified in this document) that confirms their compliance with Section 6 of the Regulation.

## **1.17 Supplier's Insurance**

Throughout the term of the Contract, the Consultant covenants and agrees at all times during the term hereof to take out and keep in full force and effect a policy(s) of:

Commercial General Liability Insurance, insuring against damage or injury to persons or property with limits of not less than \$5,000,000.00 per occurrence or such greater amount as the City may from time to time request or other types of policies appropriate to the work as the City may reasonable require. In addition, any subcontractors have to be approved by the City of Clarence-Rockland before any work is done and the following insurance and indemnification requirements and clauses apply. The insurance policy shall:

- a. Include as additional insured "The Corporation of the City of Clarence-Rockland"
- b. Contain a cross-liability clause, severability of interests clause endorsement
- c. Contain a clause including Contractual Liability coverage arising out of the contract or agreement
- d. Proof of insurance will be submitted by way of an executed Certificate of Insurance in a form satisfactory to the City of Clarence-Rockland. All requested lines of coverage to be shown on the Certificate
- e. If cancelled or changed in any manner, that would affect the City as outlined in coverage specified herein for any reason, thirty (30) days prior written notice by mail or facsimile transmission will be given by the insurer(s)
- f. It shall be the sole responsibility of the Consultant to determine what additional insurance coverage, if any, are necessary and advisable for its own protection and/or to fulfill its obligation under this agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Consultant.

Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of licensed vehicles owned or leased by the Consultant for the provisions of services

Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of vehicles not owned by the Consultant for the provisions of Services

Professional Liability Insurance (Errors and Omission) Professional Errors & Omissions Liability Insurance is required and will have an inclusive limit of not less than \$2,000,000.00 or, alternatively, the Consultant shall purchase and maintain in force for the duration of the project, single project Professional Errors & Omissions Liability Insurance with limits dedicated to the Project and having an inclusive limit of not less than \$2,000,000.00 per claim.

#### **1.18 General**

The Consultant will coordinate the site visitations with the City.

All site visitations and interviews will be scheduled by appointment only.

#### **1.19 Workplace safety and Insurance Board**

The Contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

Safety in the workplace is accomplished by:

- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training
- Compliance with the Occupational Health and Safety Act and Regulations.

If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work.

[End of Part 1]

## PART 2 - THE DELIVERABLES

The City of Clarence-Rockland requires an Engineering Firm to investigate and redesign the Denis Verdon Subdivision stormwater management (SWM) facility. The Engineering Firm shall also provide the necessary work to:

1. Amend the existing SWM Facility Ministry of the Environment & Climate Change (MOECC) Certificate of Approval (C of A)
2. Provide contract administration including tender process & on-site supervision to address current subdivision deficiencies as outlined in Appendix "H".

The submission should state the following but is not limited to:

- i. The understanding of objectives
- ii. Proposed approach and methodology for the works described;
- iii. Proposed work plan, schedule and level of effort;
- iv. References to similar projects that you have undertaken, the references shall have the name of the project and contact person involved in the project.
- v. Names, experience and qualifications of the firm and the individual(s) involved in the project;
- vi. Your fee proposal, detailed as follows:
  - a. Quote a fee;
  - b. Provide a listings of hourly rates for key staff

### 2.1 Introduction

The city of Clarence rockland requires the help of an engineering company in order to complete the Verdon subdivision construction & address outstanding defecencies. This project was left by the previous owner with many items being not completed as well as many deficiency to repair. One of the major items is the storm water management pond which was previously designed as a dry pond, however, after construction, is now a wet pond. A major influence is the fact that the pond passes through the existing creek which has a big influence on the drainage and why it is now a wet pond. Other items to address are mentioned on the list of items to address (see Appendix "H"). The major outstanding items to address are ; final lift of asphalt complete with tack coat, removal of organics from the emergency access road, installation of access gates for both emergency roads. All deficiencies and items that need to be completed are noted in Appendix "H".

### 2.2 Timing

It is important for the Engineering firm to respect the milestones set out in this RFP since the City wishes to be construction ready early in the spring 2019.

### 2.3 Project Meetings

The Project Manager will liaise regularly with City of Clarence-Rockland to ensure the successful completion of the assignment.

The consultant will have to attend a minimum of seven (7) mandatory meetings at the City of Clarence-Rockland office which are:

- Start-up meeting
- 60% review
- Final meeting & MOE sign-off
- Tendering start-up process
- Construction kick-off meeting
- 2 meetings (as needed)

The Consultant shall be responsible for preparing and distributing the meeting agenda in a timely manner with minutes to all meetings distributed within one week after the respective meeting.

## 2.4 Background Material

Many documents providing details about the site are available to better understand the project intentions. The following documents pertaining to the subdivision are attached in the Appendix H.

The following documents are included in Appendix "H":

- Legal plans
- Set of drawings for the subdivision
- Hydrogeological study & terrain analysis
- As built drawings
- Storm water management report
- Geotechnical review response letter

Please note that a geotechnical report does exist but is currently unavailable. Shale bedrock is present and shallow. Engineering firm shall satisfy themselves of the soils condition with a visual site visit.

## 2.5 Engineering Design Scope of Work

The general scope of work will include the following principal tasks:

Complete the detailed design of the SWM facility in accordance with available background documents including:

- *City of Ottawa Sewer Design Guidelines* (October 2012)
- Ministry of the Environment (MOE) *Stormwater Management Planning and Design Manual* (March 2003)
- *Storm Water Management Report Denis Verdon Subdivision, Prepared by Levac Robichaud Leclerc Associates Ltd.* (April 2009)
- *City of Clarence-Rockland design guidelines* (June 2018)

### Design

The scope of this project will be limited to the re-design of the SWM Facility, modeling and reporting, including 2 submissions / revisions to the City of Clarence Rockland, Conservation Authority, and Ministry of Environment and Climate Change. The services will also include coordination of internal and external consultants, the City, Ministry of Environment, and Conservation Authority for approvals.

Complete a review and re-design of the pond outlet and major storm drainage from the existing subdivision.

### Contract Administration and Inspection Services

The proposal shall also include the cost & level of effort (in hours) for preparing tender documents, specifications, part time inspection and contract administration services for the pond-redesign and also to address existing subdivision deficiencies which are indicated in Appendix H. Scope of work includes:

#### Tendering

- a) Prepare construction tender including, preparation of detailed quantity take-off and preparation of one construction contract including addenda.
- b) Upon receipt of tender provide a summary of results and provide recommendations.
- c) Prepare change order reflecting design changes to the design since tender submission.
- d) Prepare final contract documents and coordinate signing of the documents.

#### Construction Services

- a) Co-ordinate secondary roadwork and subdivision deficiencies
- b) Prepare engineering certificates;
- c) Make arrangements for field-testing of materials installed. Testing company is to be engaged

- directly by the City. An allocation of \$10,000.00 shall be included in proposal for testing;
- d) Review and approve payment certificates for contractors work;
  - e) Review of CCTV footage.
  - f) Maintain dialogue with municipal staff
  - g) Carry out final inspections with the City of Clarence Rockland, and co-ordinate any required rectifications;
  - h) Provide as-built drawings (PDF & CAD) of SWM once corrective measures have been completed on site

## **2.6 Preliminary Design Engineering Services**

- Prepare detailed work plan within fourteen (14) calendar days from notification of award. This work plan must identify the tasks required to complete each phase of the work. For each task, the work plan shall include a detailed scope of work description, planned schedule dates, including significant deliverables, and a breakdown of hours per staff member.
- Gather and review all relevant information available from public records and City /other authority record drawings including previous studies, investigations, analysis and reports. The Consultant shall verify the content of existing data and obtain updated information as necessary.
- Carry out any and all field investigations, analysis, and modelling (eg. Topographic survey, geotechnical investigation, hydraulic analysis, etc..), as required, in order to complete a comprehensive design alternatives.
- The Consultant shall contact the utility companies and obtain all existing and proposed utility information from the utility owners. It is the responsibility of the Consultant, once they are made aware of the utility, to ensure that all utility information is accurate and is properly reflected to avoid conflicts during construction.
- Identify and carry out any key interfaces/discussions required for feasibility and design development with the City, utility companies and any other private or public authorities that have jurisdiction over land used for this project and the surrounding area.
- Consult with the City and other stake holders on preliminary design options and design criteria, feasibility of the design and realistically achievable objectives.
- The Consultant shall complete preliminary design, analyze and discuss alternative options with the City and all stake holders, obtain consensus on preferred alternative.
- Prepare a preliminary design report to accompany the preliminary design drawings. The report should include design calculations and all technical considerations. As well, it should include rationale for any deviation from present terms of reference and prescribed standards. Identify any constraints to the project, including any non-negotiable issues which will/would restrict and/or limit the design solution. All of the foregoing shall be included in the report, under a comprehensive format.

## **2.7 Detailed Design Engineering Services**

- Prepare construction cost estimates at 100% completion stage.
- Apply for all requisite permits and gain the necessary approvals, prior to tendering. Prepare any and all applications for City submissions to governing agencies, as well as local, provincial and federal authorities.



- Schedule, Chair and minute Design Team Meetings with project Stakeholders
- Prepare drawings and specifications for tendering and construction based on the findings of the various investigations and analyses previously performed and to meet the requirements of all stakeholders. This should include any required testing and inspections such as, but not limited to, Geotechnical investigation
- Prepare a proposed construction schedule and suggested staging plan for the project, broken down into several phases of construction while considering the proposed schedule for capital projects in the vicinity of the project.
- Milestone reviews of the drawings will be done at 60% and 90% completion by the City. The design consultant will be required to provide all of the requisite documents to the reviewer and, likewise, address all comments, including any resulting design modifications raised through this process; all to the City's satisfaction and at no additional cost (other than the price quoted for this portion of the work). Allow 2 to 4 weeks for this review Process.
- Provide stamped original contract drawings in hard copy and electronically, in both AutoCad and pdf, to City staff for tendering purposes.
- Prepare Form of Tender and Special Specifications and complete the documents required for tendering (the City will provide a sample tender document consisting of all standard documentation that would go into the tender documents such as Information for Tenderers, General Conditions, Form of Agreement, Agreement to Bond, Form of Bond, Bid Bond, etc.). The number of tender(s) required will be determined upon finalization of the project design.
- Assure all lands are adequately protected and their existing condition are appropriately recorded, photographed, and/or described, and that, at the end of the contract they are returned to the same or better condition.
- Provide quality assurance, including material sampling at source and on-site, and provide certified testing results. The quality assurance to be performed in accordance with Canadian Standards Association (CSA) requirements and to the satisfaction of City.

## **2.8 Deliverables**

The consultant is expected to provide the following project deliverables:

- All supporting documentation for obtaining approvals from any Federal, Provincial, Municipal or other agency and/or identified through the design process and as required for any contract to proceed to construction.
- Provide meeting agendas and project minutes for all meetings.
- Provide project breakdowns to define the project schedule in detail, including level of effort, milestones, reporting relationships, budgets and staffing resource responsibilities.
- More precisely, the reports should inform the City as to activities completed to date, status of detailed design, any technical issues requiring special attention and impacting on either schedule of financial components, status of approvals, status of overall project schedule and critical path, financial status showing project budget, spent to date (\$ and % of budget), invoice from consultants to date and payments received.
- Submit a preliminary design report to accompany the preliminary design drawings.
- Provide Plan Quantity Sheets for quantity breakdown and inclusion in Contract for reference during construction.
- Provide 60% and 90% completed detail drawings required for final City review.
- Submit a signed and sealed letter by a Professional Engineer licensed in Ontario, stating that he/she has reviewed all the drawings where his/her seal appears, and related specifications.
- All drawing submissions shall be in MS Windows, Autocad and pdf formats.

- Submit electronic copy and hardcopy of all contract documents
- Provide CAD format drawings to the Contractor for layout purposes, all in accordance with related City Directives.
- One reproducible set and two (2) hard copies of the "Issued for Tender" contract drawings and a copy of the tender documents including construction schedule. The drawings shall be (790x534 mm) drawing frame.

## 2.9 Target completion dates

The following works shall be completed as indicated below:

1. Draft 60% completion SWM Facility redesign assessment, plans and reports by **December 5<sup>th</sup> 2018**
2. Final SWM Facility redesign assessment, plans and reports, SWM facility MOECC application must be completed by **December 19, 2018**
3. Draft Contract administration & construction tender must be completed by **February 8, 2019**
4. Final Contract administration & construction tender must be completed by **February 22, 2019**
5. A class "C" estimate shall be provided by February 22, 2019. Estimate shall reflect SWM facility remedial works including addressing the project deficiency list.
6. On-site supervision of construction and remedial work (Pending MOE approval & award of construction contract) **expected Summer 2019**
7. Close out documents to be provided by **September 2019\*** (\*1 month after end of construction)

## 2.10 RFP INFORMATION

- 1) All documentation produced during the course of the Study will be available to City of Clarence-Rockland both in hard copy and digital formats. Digital copies of written material will be in MS Word and pdf format. Plans for incorporation into the Report and Study notices will be provided in Autocad (dwg) and pdf format. The final document will also be provided on CD in MS Word and pdf format.
- 2) Each bidder may visit the site in order to familiarise himself with the area and must satisfy himself for personal examination as to the local conditions for the proposed design.
- 3) The drawings shall be stamped by an experienced, licensed professional engineer.

## 2.11 Permits, Licenses, and Approvals

Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent (including MOE certificate of approval).

## 2.12 Personnel

The Proponent should submit information related to the qualifications and experience of its personnel who will be assigned to provide the service which may include resumes, documentation of accreditation, and/or letters of reference. See Section 4.5.4 before submitting any such personal information.

## 2.13 Payment Terms

The Purchaser's standard payment terms are net thirty (30) days.

## **2.14 Accessibility for Ontarians with Disabilities Act**

The Purchaser is committed to the highest possible standards for accessibility. Supplier(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Purchaser has established policies, practices and procedures governing the provision of its services to persons with disabilities. These policies, practices and procedures are available for review at

Suppliers are required to comply with the Purchaser's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

## **2.15 Supplier's Insurance**

Throughout the term of the Contract, the Consultant covenants and agrees at all times during the term hereof to take out and keep in full force and effect a policy(s) of:

Commercial General Liability Insurance, insuring against damage or injury to persons or property with limits of not less than \$5,000,000.00 per occurrence or such greater amount as the City may from time to time request or other types of policies appropriate to the work as the City may reasonable require. In addition, any subcontractors have to be approved by the City of Brantford before any work is done and the following insurance and indemnification requirements and clauses apply. The insurance policy shall:

- a. Include as additional insured "The Corporation of the City of Clarence-Rockland"
- b. Contain a cross-liability clause, severability of interests clause endorsement
- c. Contain a clause including Contractual Liability coverage arising out of the contract or agreement
- d. Proof of insurance will be submitted by way of an executed Certificate of Insurance in a form satisfactory to the City of Calence-Rockland. All requested lines of coverage to be shown on the Certificate
- e. If cancelled or changed in any manner, that would affect the City as outlined in coverage specified herein for any reason, thirty (30) days prior written notice by mail or facsimile transmission will be given by the insurer(s)
- f. It shall be the sole responsibility of the Consultant to determine what additional insurance coverage, if any, are necessary and advisable for its own protection and/or to fulfill its obligation under this agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Consultant.

Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of licensed vehicles owned or leased by the Consultant for the provisions of services

Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000.00 per occurrence or such greater amount as the City may from time to time request, in respect of the use or operation of vehicles not owned by the Consultant for the provisions of Services

Professional Liability Insurance (Errors and Omission) Professional Errors & Omissions Liability Insurance is required and will have an inclusive limit of not less than \$2,000,000 or, alternatively, the Consultant shall purchase and maintain in force for the duration of the project, single project Professional Errors & Omissions Liability Insurance with limits dedicated to the Project and having an inclusive limit of not less than \$2,000,000 per claim

## **2.16 Liability Insurance**

No Services should be delivered until the Purchaser is in receipt of a satisfactory certificate, as set out below or as per the insurance broker's instructions. The following are sample provisions only and may not be appropriate in all cases. As such, these provisions need to be customized for each specific procurement and the limitations of liabilities/amounts set out below ascertained from the appropriate sector insurance broker. For example, errors and omissions insurance may be required in some cases.

## **2.17 Workplace Safety and Insurance Board**

The Contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

Safety in the workplace is accomplished by:

- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training
- Compliance with the Occupational Health and Safety Act and Regulations.

If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work.

[End of Part 2]

## PART 3 - EVALUATION OF PROPOSALS

### 3.1 Stages of Proposal Evaluation

The Purchaser will conduct the evaluation of Proposals in the following five (5) stages:

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Pricing
Stage IV	Cumulative Score
Stage V	Tie Break

#### 3.1.1 Stage I – Review of Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

Proposals which do not comply with all mandatory requirements, may subject to the express and implied rights of the Purchaser, be disqualified and not be evaluated further.

#### 3.1.2 Stage II – Rated Requirements (Appendix “E”)

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements.

Rated requirements will be evaluated and Proponents must achieve the minimum score, as noted in order for the Proponent to move into Stage III of the evaluation. Proposals failing to meet the minimum score requirement for a rated requirement will be disqualified and not evaluated further.

Refer to Section 3.1.4 below as it related to reference checks.

#### 3.1.3 Stage III – Pricing

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in Appendix C. All provisional pricing shall include, without limitation, all professional fees, consulting fees, materials, staff time, sub-consulting fees and other Service fees, all disbursements, costs, expenses, Taxes other than HST, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice

#### 3.1.4 Stage IV – Cumulative Score

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent will become the Preferred Proponent.

Reference checks will be performed to confirm or clarify information provided within the Proponent’s Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

**3.1.5 Stage V - Tie Break**

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by “flip of a coin”. This action shall be taken in the presence of both Bidders.

**3.2 Stage I – Review of Mandatory Requirements (Pass/Fail)**

A Proposal must include the following two (2) mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Rate Bid Form

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

**3.2.1 Form of Offer - Appendix B (Mandatory Form)**

Each Proposal must include a Form of Offer (Appendix B) completed and signed by the Proponent.

**(a) Conflict of Interest**

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of the Purchaser, the Proponent is found to be in a Conflict of Interest, the Purchaser may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where the Purchaser discovers a Proponent’s failure to disclose all actual or potential Conflicts of Interest, the Purchaser may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

**(b) General**

The Purchaser, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that the Purchaser determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

### 3.2.2 Rate Bid Form – Appendix C (Mandatory Form)

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.
- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately
- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP
- Travel, accommodation, and other costs shall be at the Proponent's expense.
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

### 3.3 Stage II – Evaluation of Rated Requirements (75)

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further.

Rated requirements will be evaluated and, where applicable, Proponents must achieve the minimum score, as noted in order for a Proponent to move into Stage III.

Proposals failing to meet the minimum score requirement for a rated requirement, where applicable, will be disqualified and not evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the Evaluation Team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Purchaser will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.

#### **Rated Requirements- Refer to Annex "E"**

The response to each rated requirement should:

- Be submitted in a complete and clear manner.

- Demonstrate the Proponents understanding of the Purchaser’s business needs and should provide a detailed answer to the information requested.
- Be provided in the same sequential order as set out.

A minimum score ( ) for rated requirements, as noted must be achieved for any Proponent to move into Stage III – Pricing.

**3.4 Step 2 – Evaluation of Cost Proposals**

All Proposals succeeding through step 1 and receiving an evaluation score, as adjusted after the interview (if at all), at or greater than the Benchmark, will have their Form of Proposal – Costing – Step 2 envelope opened and evaluated during step 2.

Provisional Pricing will be evaluated by using the following calculation. The Purchaser will not accept pricing assumptions.

The below illustrates how points will be calculated - using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price) for proposed pricing on the Rate Bid Form:

EXAMPLE –PRICING EVALUATION		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes on Appendix B the lowest bid price, that Proponent will receive 100% of the possible points.	$\$12.00 \div \$12.00 \times 25$	25
If Proponent 3 bids \$15, it will receive 80% of the possible points.	$\$12.00 \div \$15.00 \times 25$	20
If Proponent 2 bids \$24.00, it will receive 50% of the possible points.	$\$12.00 \div \$24.00 \times 25$	12.5

The above evaluation will occur for all pricing components for each Eligible Proponent.

**3.5 Potential Negotiations**

Notwithstanding any other provision contained in this RFP or a Proponent’s Proposal, the City reserves the right to negotiate with the recommended Proponent in the following circumstances:

- 4.4.1. Where the lowest cost per point and compliant Proposal exceeds the City’s budgeted or estimated costs, the City in its sole and absolute discretion may, but is not obligated to
- 4.4.2. cancel the RFP;
- 4.4.3. re-issue the RFP and accept new proposals based on revised specifications, terms and/or conditions;



- 4.4.4. provide all Proponents, who submitted compliant Proposals to the RFP by the Closing Time, the opportunity to re-submit Proposals;

### **3.6 Discussions with Preferred Proponent**

Subject to the requirements, the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Preferred Proponent will have up to ten (10) Days after being notified of the award to sign the Agreement.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

[End of Part 3]

## PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

### 4.1 General Information and Instructions

#### 4.1.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date
Issue Date of RFP:	August 3, 2018
Proponent Deadline for Questions:	August 24, 2018
Deadline for Issuing Addenda:	August 31, 2018
Proposal Submission Deadline:	2pm on <b>September 7, 2018</b>
Anticipated Agreement start date:	October 22, 2018

Note – all times specified in this RFP timetable are local times in Rockland, Ontario, Canada.

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

In the event a change is made to any of the above dates, the Purchaser will post any such change on MERX™ and the City Web Site.

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

#### 4.1.2 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by the Purchaser that are not entirely in the English language may be disqualified.

#### 4.1.3 Purchasers Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

#### **4.1.4 Proponent's Costs**

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement

#### **4.2 Communication after RFP Issuance**

##### **4.2.1 Contracting Authority Contact Information**

All communications regarding any aspect of this RFP must be directed to the following Contracting Authority:

Alain Payer  
Financial Analyst  
Cite/City Clarence-Rockland  
1560 Laurier Street  
Rockland, Ontario  
K4K 1P7  
apayer@clarence-rockland.com

Proponents that fail to comply with the requirement to direct all communications to the Contracting Authority may be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- any employee or agent of the Purchaser (other than the Contracting Authority);
- any member of the Evaluation Team;
- any expert or advisor assisting the Evaluation Team;
- any member of the Purchaser's governing body (such as Members of Administration or Members of the Board of Trustees); and
- any elected official of any level of government, including any advisor to any elected official.

##### **4.2.2 Proponents to Review RFP**

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities
- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the Contracting Authority

All questions submitted by Proponents by email to the Contracting Authority shall be deemed to be received once the email has entered into the Contracting Authority's email inbox.

In answering a Proponent's questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than Contracting Authority. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the Contracting Authority on any matter it considers to be unclear. The Purchaser shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

#### **4.2.3 Proponent to Notify**

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the Contracting Authority in writing prior to submitting a Proposal. If appropriate, the Contracting Authority will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in Section 4.2.2 of the this RFP

#### **4.2.4 All New Information to Proponents by way of Addenda**

This RFP may only be amended by an addendum in accordance with this section.

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way of, MERX™ and the City Web page. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on the Purchaser.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchaser. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by MERX™, since they must obtain them through MERX™.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

### 4.3 Proposal Submission Requirements

#### 4.3.1 General

To be considered in the RFP process, a Proponent's Proposal must be received **on or before** the Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, and RFP number, and the Contracting Authority's name.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery—chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below:

**City Clarence-Rockland**  
**1560 Laurier Street**  
**Client Services**  
**Rockland, Ontario**  
**K4K 1P7**  
**(Attn : Alain Payer)**  
**apayer@clarence-rockland.com**

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

#### 4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP. The Consultant will provide a final report in hard copy bound, with tabbed sections. Three (3) copies of the report to be provided as described as well as two (2) Electronic Copies on two (2) reproducible USB/CD's

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please **do not** include any financial information in envelope 1 – Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked as follows:

#### Envelope 1 – Proposal, to include:

- One (1) bound original (prominently marked "original") of the Proposal. (Excluding Appendix C)

- Two (2) unbound photocopies of the Proposal including all Appendices. (Excluding Appendix C)
- Two (2) searchable and not locked soft copy (i.e. USB or CD) of the Proposal including all Appendices. (Excluding Appendix C)

**Envelope 2 – Financial Information, to include:**

- One (1) original (prominently marked “original”) of Appendix C.
- One (1) photocopy of Appendix C.
- One (1) searchable and not locked soft copy (i.e. USB or CD) of Appendix C in Microsoft Excel format.

Proposals submitted in any other manner may be subject to disqualification.

In the event of a conflict or inconsistency between the hard copy and the soft copy of the Proposal (including Appendix C), the “**original**” version of the Proposal shall prevail.

Changes to the content or format of the Declaration may disqualify the submission.

Proposal should be clearly marked with RFP title and number, closing date and time, the Purchaser’s address, Proponent name and contact person.

Proposals should be prepared simply and provide a straightforward concise description of the Proponent’s capabilities for satisfying the requirements of the Owner’s Proposal call. Emphasis should be on completeness and clarity of content. Proposals should be no more than fifteen (15) pages; . Appendices, CVs, resumes are not to be considered in the number of pages.

**4.3.3 Other Proposal Considerations**

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered
- Any embedded literature links within a Proposal should be a direct link to the Services page rather than the Proponent’s main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored.
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Completely address, on a point-by-point basis, each requirement identified in Appendix E and the Proposal should be complete in all respects.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP.

**4.3.4 Proposal Receipt by Purchaser**

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1 and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by **on or before** the Proposal Submission Deadline.

#### **4.3.5 Withdrawal of Proposal**

A Proponent may withdraw its Proposal only by providing written notice to the Contracting Authority before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.

#### **4.3.6 Amendment of Proposal**

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the Contracting Authority in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

#### **4.3.7 Completeness of Proposal**

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Proposal Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

#### **4.3.8 Proponent's Proposals Retained by Purchaser**

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

#### **4.3.9 Proposal Irrevocability**

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for ninety (90) Days from the Proposal Submission Deadline.

#### **4.3.10 Acceptance of RFP**

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

#### **4.3.11 Amendments to Proposals**

Subject to Section 4.1.1 and Section 4.2.4, the Purchaser shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

#### **4.3.12 Proposals will not be Opened Publicly**

Proponents are advised that there will not be a public opening of this RFP. The Purchaser will open Proposals at a time subsequent to the Proposal Submission Deadline.

#### **4.3.13 Clarification of Proponent's Proposals**

The Purchaser shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Proposal, in the Purchaser's sole discretion.

#### **4.3.14 Verification of Information**

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

#### **4.3.15 Proposal Acceptance**

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 3.3 will form a part of the evaluation process.

#### **4.3.16 RFP Incorporated into Proposal**

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

#### **4.3.17 Exclusivity of Contract**

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

#### **4.3.18 Substantial Compliance**

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.



#### **4.3.19 No Publicity or Promotion**

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

#### **4.4 Execution of Agreement, Notification and Debriefing**

##### **4.4.1 Selection of Proponent**

Purchaser anticipates that Proponents will be selected within five (5) days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the Contracting Authority.

##### **4.4.2 Failure to Enter Into Agreement**

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

##### **4.4.3 Notification to Other Proponents of Outcome of RFP Process**

Once the Suppliers(s) and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Suppliers(s), and the award of the Agreement.

##### **4.4.4 Debriefing**

Not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Contracting Authority requesting a debriefing from the Purchaser.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

The Purchaser will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

##### **4.4.5 Bid Dispute Resolution**

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Purchaser within ten (10) Days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the procurement process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Proponent's arguments and supporting documentation.
- The Proponent's requested remedy.

#### **4.5 Prohibited Communications, Confidential Information and FIPPA**

##### **4.5.1 Confidential Information of the Purchaser**

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

##### **4.5.2 Confidential Information of the Proponent**

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because the Purchaser has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

##### **4.5.3 Proponent's Submission**

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

#### **4.5.4 Personal Information**

Personal Information shall be treated as follows:

- Submission of Information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. The Purchaser shall maintain the information for a period of seven (7) years from the time of collection. Should the Purchaser request such information, the Purchaser will treat this information in accordance with the provisions of this section.
- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.
- Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

#### **4.5.5 Non-Disclosure Agreement**

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

#### **4.5.6 Municipal Freedom of Information and Protection of Privacy Act**

The *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

#### **4.5.7 Competition Act**

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

#### **4.5.8 Trade Agreements**

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Internal Trade Secretariat website at [www.ait-aci.ca/](http://www.ait-aci.ca/) or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

#### **4.5.9 Intellectual Property**

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to, logos, registered trademarks, or trade names of the Purchaser, at any time without the prior written approval of the Purchaser.

#### **4.6 Reserved Rights and Governing Law of the Purchaser**

##### **4.6.1 General**

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser's sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- 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.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.

- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
  - The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
  - The Proposal prices exceed the bid prices received by the Purchaser for services acquired of a similar nature and previously done work
  - The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
  - The Proposal prices exceed the funds available for the Services, or
  - The funding for the acquisition of the proposed Services have been revoked, modified, or has not been approved

and where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.
- By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

#### **4.6.2 Rights of the Purchaser – Preferred Proponent**

In the event that the Preferred Proponent fails or refuses to execute the Agreement within 15 Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

#### **4.6.3 No Liability**

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFP, the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations pursuant to this RFP which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

#### **4.6.4 Assignment**

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

#### **4.6.5 Entire RFP**

This RFP and all Appendices form an integral part of this RFP.

#### **4.6.6 Priority of Documents**

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

#### **4.6.7 Governing Law**

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.

#### **4.6.8 Indemnification**

The Consultant shall indemnify and save harmless the City and its employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Consultant, its employees, officers or agents in the performance of this Agreement, subject to the following:

- CITY PROVIDED INFORMATION: The City further acknowledges and agrees that the Consultant will not be held liable for any damages / losses of any kind or nature that may result from the use of inaccurate information or data provided to Consultant by the City. The City agrees to

accept full responsibility for the accuracy of all information and data that it provides to the Consultant.

- **WORK PRODUCT LIMIT:** The City further acknowledges and agrees that the Consultant cannot warrant the fitness of any records, documents or work product that are (i) incomplete due to early termination or suspension of this agreement; or (ii) altered, revised, amended, or modified without the consent or knowledge of the Consultant.

#### **4.6.9 Force Majeure**

A party hereto shall not be responsible for failures in performance due to Force Majeure. "Force Majeure" means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:

- the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
- any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
- lack or insufficiency of funds or failure to make payment of monies or provide required security; provided further that, in the case of an event of Force Majeure affecting the Consultant, the Consultant notifies the City as soon as possible and in any event within five (5) Business Days following the date upon which the Consultant first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the City may verify same.

In any such event, Consultants agreement and the price and schedule referred to herein shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the Agreement.

[End of Part 4]

**APPENDIX A – N/A**



## APPENDIX B – FORM OF OFFER

Each Proposal **must** include this form **completed** and **signed** by the Proponent.

To: City of Clarence-Rockland

### 1. Proponent Information

The full legal name of the Proponent is:	
Any other relevant name under which the Proponent carries on business is:	
The jurisdiction under which the Proponent is governed is:	
The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:	
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:	
<p>If the Proponent is an incorporated consortium or a consortium that is a partnership or other legally recognize entity, the Proponent must:</p> <ul style="list-style-type: none"> <li>• Identify the single legal entity, which is solely liable and responsible to the Purchaser for the provision of the Deliverables (as required by Section 1.6 of this RFP).</li> <li>• Describe the consortium members.</li> <li>• Describe the contingency plan if a consortium member is no longer part of the consortium.</li> </ul>	

### 2. Offer

The Bidder declares that:

(a) No persons, other than the Bidder, have any interest in this RFP or in the Contract proposed to be entered into.

(b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.

(c) The several matters stated in the said Submission are in all respects true.

(d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the RFP Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.

(e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.

(f) The work is to commence a maximum of 15 days after notice of Award has been issued.

(g) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.

(h) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or Engineer.

The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.

The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:

- (i) Accept a non-compliant Tender;
- (ii) Accept a Tender which is not the lowest Tender; and
- (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.

The Owner reserves the right to consider, during the evaluation of Tenders;

- (i) information provided in the Tender document itself;
- (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
- (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
- (iv) the manner in which the Bidder provides services to others;
- (v) the experience and qualification of the Bidder's senior management, and project management;
- (vi) the compliance of the Bidder with the Owner's requirements and specifications; and
- (vii) innovative approaches proposed by the Bidder in the Tender;

- (viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFP.

The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

### 3. Prices

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix C.

### 4. Mandatory Forms

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Include in Proposal as set out in Section 4.3.2	Yes, Enclosed
Appendix B – Form of Offer	Envelope 1	
Appendix C – Rate Bid Form	Envelope 2	

### 5. Addenda and Questions/Answers

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by the Purchaser prior to the Deadline for Issuing Final Addenda.

The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

Addenda and Question/Answers	Complete this column by inserting the number/quantity received:
The number of addenda received =	
The number of question/answer documents received =	

### 6. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for ninety (90), Days following the Proposal Submission Deadline.

### 7. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchaser's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.



## APPENDIX C - RATE BID FORM

The Proponent should use Appendix C to respond to Section 3.2.2 – Rate Bid Form. Where a Deliverable is not available, insert N/A (denoting not applicable) in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

The Consultant is required to provide a detailed price breakdown by major tasks with the Proposal. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classification, and the associated hourly or per diem rates for which the Consultant will seek payment. Failure to provide a price breakdown may result in disqualification of the proponent's proposal. An example Fee Breakdown table is provided below, firms are encouraged to personalise table as they feel is required to detail out their understanding of project:

Description	Senior Engineer		Technician		Drafting		Total \$
	Hours	Total \$	Hours	Total \$	Hours	Total \$	
Field Investigations							
Preliminary Design							
Detailed Design – 60%							
Detailed Design – 90%							
Project initiations & background studies							
Design and modeling pond							
Report preparation & approvals							
Cost estimate and tendering							
Site inspection & contract administration							
Total Engineering							

**Price to be in Canadian funds:** Excluding Taxes

Engineering Fees (pre-design and design):      \$ \_\_\_\_\_

Disbursements:      \$ \_\_\_\_\_

Sub-total:      \$ \_\_\_\_\_

Harmonized Sales Tax (HST 13%):      \$ \_\_\_\_\_

**Total Upset Limit Price:**      \$ \_\_\_\_\_

## APPENDIX D – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to the Purchaser's for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

The Purchaser, in its sole discretion, will confirm the Proponent's experience and or ability to provide the services required and described in its Proposal by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

The Purchaser reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

### Reference #1

<b>Company name:</b>	
<b>Company address:</b>	
<b>Contact name:</b>	
<b>Contact telephone number:</b>	
<b>Contact email address:</b>	
<b>Date work undertaken:</b>	From: _____ To: _____
<b>Nature of services:</b>	

### Reference #2

<b>Company name:</b>	
<b>Company address:</b>	
<b>Contact name:</b>	
<b>Contact telephone number:</b>	
<b>Contact email address:</b>	
<b>Date work undertaken:</b>	From: _____ To: _____
<b>Nature of services:</b>	

### Reference #3

<b>Company name:</b>	
<b>Company address:</b>	
<b>Contact name:</b>	
<b>Contact telephone number:</b>	
<b>Contact email address:</b>	
<b>Date work undertaken:</b>	From: _____ To: _____
<b>Nature of services:</b>	

## APPENDIX E – RATED REQUIREMENTS

### 1.0. Evaluation Criteria

1.1.1. The criteria in Table 1 will be used in the step 1 evaluation. Proposal submissions must address these criteria in the identification and order protocol shown below. Not following this identification and order creates the risk to the Proponent that, even if the information has been provided, it may be overlooked and consequently not considered in evaluation of the Proponent's score.

1.1.2. The following is a table listing the evaluation categories, indicating:

- i) the maximum score attainable in each category; and
- ii) the overall minimum score that must be attained ("Benchmark") in order to proceed to step 2 of the evaluation.

#### Criteria for the Evaluation of Proposals

**TABLE 1**

Evaluation Criteria	Points
<p><b>A. Proponent's Corporate Qualifications and Experience</b> Proponents shall provide:</p> <ul style="list-style-type: none"> <li>• Qualifications, expertise and past performance on projects of similar size/complexity (preferably in municipalities)</li> <li>• A minimum of two (2) client references, including client contact information from projects of a similar size and scope completed within the past five (5) years. For each reference, provide a detailed project description/example including scope of work, budgets, photographs and project locations.</li> <li>• Detailed information on the number of years in business and general qualifications and profile of the company (including size of company, areas of expertise and capacity to provide additional technical and human resources if required).</li> </ul>	<b>10</b>
<p><b>B. Proponent's Project Lead's Qualifications and Experience</b> Proponents shall provide the following information regarding the Project Lead:</p> <ul style="list-style-type: none"> <li>• Qualifications, expertise and past performance on projects of similar size and complexity.</li> <li>• A minimum of three project examples working demonstrating relevant experience.</li> <li>• Description of the project lead's respective role and availability for the Project including capacity to respond to critical time and complex scope requirements</li> <li>• Resume to include work experience of projects of similar type, scope and scale as the proposed Project and where the scope of professional services is similar. This work experience should have been gained within the last five (5) years.</li> </ul>	<b>15</b>

<p>The City reserves the right, at their sole discretion, to reject a Proponent's Proposal if it is determined by the RFP Evaluation Team that the proposed Project Manager lacks the required qualifications to perform the task of Project Manager. Their decision regarding this matter will be final.</p>	
<p><b>C. Proponent's Team Qualifications and Experience</b>  Proponents must demonstrate the capability and experience of the team (including Sub-consultants) to provide the quality of services and commitment to a timeline, including:</p> <ul style="list-style-type: none"> <li>• Completeness of the <u>team</u> roles, experience of the key individuals who will be part of the team for this project, including but not limited to experience with this type of work involving building condition assessments, reserve fund studies and energy audits.</li> <li>• Sufficient staff and technical resources to meet the timeframes of the work plan.</li> <li>• Demonstrated commitment to provide qualified resources to the Project.</li> </ul> <p>For each of the "Key Members" of the Proponents Team (including all Sub-consultants to be utilized on the Project), Proponents shall provide:</p> <ul style="list-style-type: none"> <li>• qualifications, expertise and past performance on projects of similar size and complexity.</li> <li>• description of the key member's respective role and availability for the Project including capacity to respond to critical time and complex scope requirements.</li> <li>• resume for each key member to include work experience of projects of similar type, scope and scale as the proposed Project and where the scope of professional services is similar. This work experience should have been gained within the last five (5) years. Please limit resumes to two (2) pages per person.</li> </ul> <p>Proponents should identify if the proposed Proponent team has worked together in past projects.</p>	<p><b>15</b></p>
<p><b>D. Comprehensive Project Understanding, Approach &amp; Methodology</b></p> <ul style="list-style-type: none"> <li>• Provide details of your understanding of this Project (responses that incorporate large blocks of text that have been copied directly from the Terms of Reference will not be regarded as demonstrating an understanding of the requirements);</li> <li>• Describe your approach and methodology as they relate to the objectives and scope of work detailed in the Terms of Reference;</li> <li>• Identify any anticipated challenges to the Project;</li> <li>• Outline and describe in detail any other options, innovative ideas or suggestions that would result in cost savings or enhance overall Project value.</li> </ul>	<p><b>20</b></p>



<p><b>E. Project Schedule and Work Plan</b>  Proponents shall provide:</p> <ul style="list-style-type: none"> <li>Project Work Plan and Time Schedule in Days - a detailed work plan and time schedule (with dates and the required number of hours) for each of the team members during the stages of the Project. Include a breakdown of the major tasks, start date and end date, scope of work to be completed, Project meetings, staff review, critical paths in schedule, along with all other Project milestones. Highlight in the schedule where/when key deliverables (as outlined in the Terms of Reference) will be provided. Demonstrate ability to deliver on all Project objectives.</li> </ul>	<b>15</b>
<b>Weighted Pricing</b>	<b>25</b>
<b>Maximum Attainable Score for Stage 1 - Technical Proposals</b>	<b>75 points</b>
<b>Minimum Score to proceed to Stage 2 (“Benchmark”)</b>	<b>55 points</b>

Where required in Table 1 or where any project example is given in a Proposal, Proponents shall include:

- the name and description of the project;
- the contact information including the individual's name, title, organization name, telephone number and e-mail address if available;
- the cost of the project; and
- the start and completion date of the project.

The City reserves the right, at its sole discretion to contact references and/or use references in the Proponent selection process.

In addition, any information received in response to enquiries made by the City of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent may also be considered.

### **1.2 Optional Interviews**

Prior to step 2, the City, at its sole discretion, reserves the right to conduct interviews with any number of the top scoring Proponents. The interviews will be held for clarification purposes and to verify the scores which the Evaluation Team has applied to those Proponents being interviewed.

After the interviews, the Evaluation Team will consider its prior scoring of the Proposals and adjust any, all, or none of the criteria up or down as the Evaluation Team agrees in consensus.

The Proponent's project manager and key members of the project team, as named in the Proposal submission must be in attendance at the interview. Unless otherwise instructed by the City, Proponents shall keep the number of presenters to the interview to no more than three (3) people.

Any interviewed Proponent falling below the Benchmark will not move on to step 2. All interviewed Proponents whose scores remain at or greater than the Benchmark will move on to step 2.

**APPENDIX F – NOTICE OF “NO BID”**

It is important that the City of Clarence-Rockland receive a reply from all bidders. Although there is no obligation to submit a Bid, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to Procurement Services at 613-446-1497 prior to the closing time and date indicated in the bid package.

- 1. We do not supply this product(s) or service. \_\_\_\_\_
- 2. We cannot supply to the specification \_\_\_\_\_
- 3. Unable to quote competitively \_\_\_\_\_
- 4. Cannot bid due to present work load \_\_\_\_\_
- 5. Quantity is                    too large \_\_\_\_\_ too small \_\_\_\_\_
- 6. Unable to meet delivery/completion requirements \_\_\_\_\_
- 7. Patent or licensing restrictions \_\_\_\_\_

Other reasons/additional comments:

\_\_\_\_\_

\_\_\_\_\_

Do you wish to bid on these goods/services in the future?    Yes\_\_\_\_\_    No\_\_\_\_\_

Company\_\_\_\_\_

Address:\_\_\_\_\_

Phone:\_\_\_\_\_ Fax:\_\_\_\_\_

Signature:\_\_\_\_\_ Title:\_\_\_\_\_

Name:\_\_\_\_\_ Date:\_\_\_\_\_

(Print)

APPENDIX G – COURTESY LABEL

From:



**BID SUBMISSION**  
F18-INF-2018-029  
**DESIGN AND ENGINEERING SERVICING**  
**Verdon Subdivision Remedial Works**  
(TECHNICAL SUBMISSION ENVELOPE #1)  
**TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

1560 Laurier  
Client Service Center  
Rockland, ON  
K4K1P7

**CLOSING DEADLINE – no later than 2:00 P.M., 7-September-2018**



From:



**BID SUBMISSION**  
F18-INF-2018-029  
**DESIGN AND ENGINEERING SERVICING**  
**Verdon Subdivision Remedial Works**  
(FINANCIAL SUBMISSION ENVELOPE #2)  
**TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

1560 Laurier  
Client Service Center  
Rockland, ON  
K4K1P7

**CLOSING DEADLINE – no later than 2:00 P.M., 7-September-2018**

## APPENDIX H – BACKGROUND MATERIAL

Please go to this link to retrieve additional pdf files for this tender.

<https://clarencerockland.sharefile.com/d-se48c2ca14f94c559>