



Request for Proposal

for

Provision of PC Deployment Services for Corporate Hardware Refresh

Request for Proposal No.: **2017-RFP-12**

Issued: **Thursday April 06, 2017**

Submission Deadline: **2:00 PM on Thursday May 04, 2017**

Submission Location: **THE PURCHASING OFFICE**

The Regional Municipality of Niagara

Campbell West Building

1815 Sir Isaac Brock Way

Thorold, Ontario, L2V 4T7

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by The Regional Municipality of Niagara (“Niagara Region”) to prospective proponents to submit proposals for the provision of **Provision of PC Deployment Services for Corporate Hardware Refresh**, as further described in Appendix D – RFP Particulars (the “Deliverables”).

Introduction

The Niagara Region operates 55 locations throughout Niagara, from Grimsby to Fort Erie. These locations include, but are not limited to Water Treatment Plants, Child Care Centers, Office Buildings and Seniors Homes.

Amongst these locations are approximately 2500 computers in the form of desktops, laptops and tablets that are on a hardware lifecycle rotation. We’ve identified approximately 700+ Units that will need to be refreshed before the end of 2017. **Note:** Niagara Region reserves the right to increase or decrease the total of deployed Units by +/- 10%.

The Niagara Region currently has an HP inventory for all hardware including desktops and laptops and uses mainstream enterprise tools all imaging and application deployment.

This Request for Proposal covers the provision of services around the 2017 hardware refresh which includes but is not limited to coordinating and receiving hardware, deployment and decommissioning. Please note that the purchase of the Units is separate from this RFP.

Please refer to Appendix D – RFP Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to Appendix E – Conditions of Award for requirements that the proponent must satisfy if selected to enter into a contract for the Deliverables.

1.2 Niagara Region’s Procurement Bylaw

Niagara Region’s procurement processes are governed by its Procurement By-Law No. 02-2016 (“Niagara Region’s By-law”). It is the proponent’s responsibility to become familiar with and comply with Niagara Region’s By-law, which is available on line at:

<http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf>

If the terms of the RFP are more restrictive than the terms of Niagara Region’s By-law, the terms of the RFP will prevail.

1.3 Niagara Region Contact

For the purposes of this procurement process, the “Niagara Region Contact” shall be:

Jayan Perera, Purchasing Agent

E-Mail: jayan.perera@niagararegion.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, other than the Niagara Region Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.4 Accommodations for Proponents with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting proponent and all addenda will be issued in such different format only to the requesting proponent.

1.5 Contract for Deliverables

The selected proponent will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFP (the "Contract"). It is Niagara Region's intention to enter into the Contract with only one (1) legal entity.

1.6 RFP Timetable

Issue Date of RFP	Thursday April 06, 2017
Deadline for Questions	12:00noon on Monday April 24, 2017
Deadline for Issuing Addenda	Friday April 28, 2017
Submission Deadline	2:00 PM on Thursday May 04, 2017
Public Opening 1815 Sir Isaac Brock Way, Thorold ON, L2V 4T7	2:15 PM on Thursday May 04, 2017
Notification of finalist for Presentation	May 25, 2017
Short listed Proponent Presentation	June 01, 2017
Anticipated Date for Entering into Contract	June 19, 2017

The RFP timetable is tentative only, and may be changed by Niagara Region at any time.

1.7 Proponent Meeting

Not applicable

1.8 Proposal Submission

1.8.1 Proposals Must Be Submitted to Prescribed Location

Proposals must be submitted at:

**THE PURCHASING OFFICE
The Regional Municipality of Niagara
Campbell West Building
1815 Sir Isaac Brock Way
Thorold, Ontario, L2V 4T7**

1.8.2 Proposals Must Be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. Niagara Region does not accept any responsibility for

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submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services' designated clock and actual time.

1.8.3 Proposals Must Be Submitted in Prescribed Format

Proponents must submit **five (5)** hard copies of their proposal enclosed in a sealed package that is prominently marked with the RFP title and number (see RFP cover page) and the full legal name and return address of the proponent. **One (1) hard copy shall be labelled "Master"**.

The hard copies of the Pricing Form (Appendix C) and any other information in respect of pricing must be separated from the rest of the proposal and enclosed in a separate envelope marked "Pricing Envelope". The separate Pricing Envelope must be packaged in the sealed envelope or box with the rest of the proposal.

Proponents must also include in the **sealed package one (1) electronic copy of their proposal saved on a USB key**. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

1.8.4 Proposal Submission Content

Proponents must include all forms and other documents or information listed under Section C – Mandatory Requirements in Appendix D – RFP Particulars. Other than inserting the information requested, a proponent may not make any changes to any of the required forms included in this RFP. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified. Irregularities in proposal submissions will be addressed in accordance with Appendix F – Bid Irregularities.

Proposal Information

In addition to the Form of Proposal, the Proponent shall provide a brief Proposal, either in text or tabular format. The Proposal to undertake this assignment shall include a clear outline, including the following general items, in a brief letter to undertake this assignment. The Proposal should include items listed hereunder, but also include other considerations based on the Proponent's understanding of the project.

- The Proponent's interest in carrying out the project and an understanding of the objective(s) of this project.
- The Proponent's proposed methodology for carrying out the work.
- A detailed work plan and a weekly project schedule which will identify all major components of this project and their anticipated start and completion dates. The work plan shall address the tasks outlined in **Appendix D – RFP Particulars**.
- A description of the consulting team, the lead persons, and the relevant experience and qualifications of each individual along with an estimate of the percentage of time each key member will dedicate to this project (the individual's hours divided by total project hours).
- Identification of all sub-Proponents, their qualifications and experience, as well as their specific role in the project.
- Commitment (time and resources) expected to be provided by the Region.
- Disclosure of any perceived conflict of interest.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

Proposals should also include the suggested proposal content for evaluation described in Section D of Appendix D – RFP Particulars. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

1.8.5 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.8.6 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the Niagara Region Contact and must be signed by an authorized representative of the proponent. Withdrawn proposals will be returned unopened to the proponent.

1.8.7 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of **ninety days (90)** running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND RANKING

2.1 Stages of Proposal Evaluation

Niagara Region will conduct the evaluation and ranking process in accordance with the stages set out below.

2.2 Stage I – Mandatory Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further. The mandatory requirements are listed and described in Section C of Appendix D – RFP Particulars.

2.3 Stage II – Rated Criteria

In Stage II, Niagara Region will evaluate each compliant proposal on the basis of the rated criteria set out in Section D of Appendix D – RFP Particulars.

2.4 Stage III - Pricing

After completion of Stage II, Niagara Region will evaluate the submitted pricing in each qualified proposal in accordance with the evaluation and ranking method described in Section E of Appendix D – RFP Particulars.

2.5 Stage IV - Ranking and Selection of Top-Ranked Proponent

After the completion of Stage III, proponents will be ranked in accordance with the evaluation and ranking method described in Section E of Appendix D – RFP Particulars. Subject to the reserved rights of Niagara Region, the top-ranked proponent with the highest score will be selected to enter into the Contract in accordance with Part 3.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements to the terms as set out in this RFP, including the terms of the Contract in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the terms of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

3.1.2 Proponents to Follow Instructions and Submit Only Requested Information

Proponents should structure their proposals in accordance with the instructions in this RFP. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that proponents have not been requested to submit.

3.1.3 Proposals in English

All proposals are to be in English only.

3.1.4 Information in RFP Only an Estimate

Niagara Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or 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 scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.5 Examination of Site

Proponents are required to satisfy themselves as to existing conditions of the site and must take all site conditions into account in preparing their proposals.

3.1.6 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and submission of its proposal.

3.1.7 Proposal to Be Retained by Niagara Region

Except as otherwise provided in this RFP, Niagara Region is under no obligation to return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFP.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

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3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact's email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the proponent to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by an addendum in accordance with this section. If Niagara Region, 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 issued in the same manner that this RFP was originally issued. Each addendum forms an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by Niagara Region. In the Form of Proposal (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If Niagara Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Niagara Region may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, Niagara Region may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The response received by Niagara Region shall, if accepted by Niagara Region, form an integral part of that proponent's proposal.

3.3 Finalization of Contract, Notification and Debriefing

3.3.1 Selection of Proponent and Finalization of Contract

Notice of selection by Niagara Region to the selected proponent shall be in writing. The selected proponent shall enter into the Contract in the form attached as Appendix A to this RFP and satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFP, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

3.3.2 Failure to Enter into Contract

In addition to all other remedies available to Niagara Region, if a selected proponent fails to enter into the Contract or satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFP, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and either proceed with the selection of another proponent or cancel the RFP process.

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3.3.3 Notification to Other Proponents

Once the Contract is entered into by Niagara Region and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.4 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. 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 or its outcome.

3.3.5 Proposal Dispute Resolution Procedure

If a proponent wishes to challenge the RFP process, the proponent must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within 7 days from notification of the outcome of the RFP process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:

- (a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the proponent to explain the RFP process that led to the selection of the successful proponent.
- (b) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.
- (c) Should the proponent continue to have concerns about the RFP process and is not satisfied with the decision, the proponent may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the proponent and Niagara Region.
- (d) The recommended mediator will be approved by both the proponent and Niagara Region.
- (e) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.
- (f) Costs for the mediator shall be equally shared by Niagara Region and the proponent.
- (g) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

Niagara Region may disqualify a proponent for any conduct, situation or circumstances, determined by Niagara Region, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Niagara Region in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

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- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a) (i) above, proponents should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a proposal if the supplier participated in the preparation of the RFP, and any such proposal submitted will be disqualified.

3.4.2 Disqualification for Prohibited Conduct

Niagara Region may disqualify a proponent or terminate the Contract if, in the sole and absolute determination of Niagara Region, the proponent has engaged in any conduct prohibited by this RFP or Niagara Region's By-law.

3.4.3 Prohibited Proponent Communications

A proponent shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Form of Proposal (Appendix B).

3.4.4 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any Contract entered into pursuant to this RFP without first obtaining the written permission of the Niagara Region Contact.

3.4.5 No Lobbying

A proponent, including any agent or representative of a proponent, may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to advocate for any interest that may be affected by the RFP process or to influence the outcome of the RFP process.

In accordance with Niagara Region's Procurement By-law:

- (a) "Lobbying" means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.
- (b) Proponents, their staff members, or anyone involved in preparing a proposal, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region's staff and anyone involved in preparing the RFP or participating in the proposal evaluation process, and members of Council.
- (c) Niagara Region may reject any proposal by a proponent that engages in lobbying, without further consideration, and may terminate that proponent's right to continue in the procurement process.
- (d) During a procurement process, all communications shall be made through the Niagara Region Contact. No proponent or person acting on behalf of a proponent or group of proponents, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.
- (e) Elected officials shall refer any inquiries about a procurement process to Niagara Region's Commissioner of Corporate Services/Treasurer.

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3.4.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as proposal-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; (c) failure to disclose a conflict of interest or (d) any other conduct, situation or circumstance described in Niagara Region's By-law.

3.5 Confidential Information

3.5.1 Confidential Information of Niagara Region

All information provided by or obtained from Niagara Region in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of Niagara Region and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the Contract;
- (c) must not be disclosed without prior written authorization from Niagara Region; and
- (d) shall be returned by the proponents to Niagara Region immediately upon the request of Niagara Region.

3.5.2 Confidential Information of Proponent

Proponents are advised that the disclosure of information received in proposals or otherwise relevant to the RFP process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended ("MFIPPA"). Proponents should identify any confidential information in their proposals. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Niagara Region to advise or assist with the RFP process. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Niagara Region Contact.

3.6 Reserved Rights, Limitation of Liability and Governing Law

3.6.1 Reserved Rights of Niagara Region

Niagara Region reserves the right to

- (a) make public the names of any or all proponents;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (c) assess a proponent's proposal on the basis of
 - (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);

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- (ii) information provided by references;
 - (iii) the proponent's past performance under previous contracts with Niagara Region;
 - (iv) the information provided by a proponent pursuant to Niagara Region exercising its clarification rights under this RFP process; or
 - (v) other relevant information that arises during this RFP process;
- (d) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
 - (e) verify with any proponent or with a third party any information set out in a proposal;
 - (f) check references other than those provided by any proponent;
 - (g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
 - (h) disqualify any proponent who has engaged in conduct prohibited by this RFP;
 - (i) 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;
 - (j) select a proponent other than the proponent whose proposal reflects the lowest cost to Niagara Region;
 - (k) reject any proposal that contains pricing which appears to be unbalanced or unreasonable;
 - (l) cancel this RFP process at any stage;
 - (m) cancel this RFP process at any stage and issue a new RFP for deliverables the same as or similar to the Deliverables;
 - (n) accept any proposal in whole or in part; or
 - (o) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

- (a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profits or loss of opportunity by reason of Niagara Region's decision not to accept the proposal submitted by the proponent, to enter into a contract with any other proponent or to cancel this RFP process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.6.3 Governing Law and Interpretation

The terms and conditions in this Part 3 – Terms and Conditions of RFP Process

- (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – CONTRACT TERMS AND CONDITIONS

The Contract for the Deliverables between the parties in respect of:

Provision of PC Deployment services for Corporate Hardware refresh

The Contract for Deliverables will be the Niagara Region Form of Agreement as follows:

NIAGARA REGION FORM OF AGREEMENT

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA

(referred to as “Niagara Region”)

AND:

[*INSERT FULL LEGAL NAME OF SUPPLIER*]

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

Provision of PC Deployment services for Corporate Hardware refresh is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as **Schedule 1**;
- (c) Form of Agreement Terms and Conditions found at www.niagararegion.ca/business
- (d) the **Provision of PC Deployment services for Corporate Hardware refresh #2017-RFP-12**, including any addenda, (the “Solicitation Document”); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

APPENDIX A – CONTRACT TERMS AND CONDITIONS
NIAGARA REGION FORM OF AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

The Regional Municipality of Niagara

Per:

Name:

Title:

Date of Signature:

I have authority to bind the corporation

[Insert Full Legal Name of Supplier**]**

Per:

Name:

Title:

Date of Signature:

I have authority to bind the corporation

APPENDIX A – CONTRACT TERMS AND CONDITIONS
SCHEDULE 1 TO NIAGARA REGION FORM OF AGREEMENT

Schedule 1 to Niagara Region Form of Agreement – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

[*Describe the Deliverables. Reference can be made to the Solicitation Document and/or Supplier Submission, as appropriate*]

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by Niagara Region to the Supplier under the Contract shall not exceed [*insert maximum contract amount*] (\$xxx).

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[*insert personnel and rate information or replace this section with other applicable form of rate breakdown*]

C. Payment Terms

The payment terms for the Contract are as follows: [*insert payment terms (i.e. monthly invoices, full payment upon acceptance, progress payments, etc.)*]

D. Client and Supplier Representatives

The **Niagara Region Representative** and contact information for the Contract is:

[*insert name and title of Niagara Region’s representative in charge of the contract and contact details, including mailing address and email address*]

The **Supplier Representative** and contact information for the Contract is:

[*insert name and title of Supplier representative in charge of the contact and contact details, including mailing address and email address*]

E. Term of Contract

The Contract shall take effect on the [*insert date*] (the “**Effective Date**”) and shall be in effect for a period of [*insert # of years or months] from the Effective Date, with an option in favour of Niagara Region to extend the term for an additional period of [*insert extension period, if applicable, or revise this language as necessary*], unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

APPENDIX A – CONTRACT TERMS AND CONDITIONS
SCHEDULE 1 TO NIAGARA REGION FORM OF AGREEMENT

F.1 Additional Insurance Requirements

The Supplier shall purchase and maintain at all times during the term of the Contract the insurance coverage listed below:

1) Broad Form Contractor's Equipment

Broad Form Contractor's Equipment insurance coverage covering machinery and equipment used by the Supplier for the performance of the work shall be in a form acceptable to Niagara Region and shall not allow subrogation claims by the insurer against Niagara Region. The policies shall be endorsed to provide Niagara Region with not less than 30 days written notice in advance of cancellation, change or amendment restricting coverage Subject to satisfactory proof of financial capability by the Supplier for self-insurance of the Contractor's Equipment, Niagara Region may agree to waive the equipment insurance requirement.

2) Other Insurance

Any other type (e.g. Environmental), form or as otherwise may be required from time to time as identified at any time by either party.

- 3) The CGL policy shall not contain an exclusion on coverage for damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data, and shall provide a limit for this coverage of not less than TWO MILLION DOLLARS (\$2,000,000) OR Cyber Liability policy shall be issued which shall provide a limit of liability of not less than TWO MILLION DOLLARS (\$2,000,000) covering legal liability for bodily injury, personal injury or property damage arising out of all services provided in this contract and all activities related thereto, such policy to include coverage for privacy breach and intellectual property breach and not to contain an exclusion for loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data. Such insurance is to include coverage for Privacy Breach Notification Expenses for limits not less than ONE MILLION DOLLARS (\$1,000,000).

APPENDIX B – FORM OF PROPOSAL

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Proponent Contact Person and Title:	
Proponent Contact Phone:	
Proponent Contact Facsimile:	
Proponent Contact E-mail:	

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form set out in Appendix C.

4. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP

5. Conflict of Interest

The proponent has considered the definition of “Conflict of Interest” in Section 3.4 of the RFP and declares that there is no Conflict of Interest relating to the preparation of its proposal, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

6. 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 this proposal by Niagara Region to Niagara Region’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

APPENDIX B – FORM OF TENDER

7. Proposal Irrevocable

The proponent agrees that its Proposal shall be irrevocable for a period of **ninety days (90)** following the Submission Deadline.

8. Enter into Contract

The proponent agrees that in the event its proposal is selected by Niagara Region, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix A to this RFP in accordance with the terms of this RFP.

9. Addenda

The proponent is deemed to have read and accepted all addenda issued by Niagara Region prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposals based on the addenda. The proponent is requested to confirm that it has received all addenda by completing the statement below:

The proponent has received **addendum/addenda numbers** **to** , inclusive, and all changes specified therein have been included in the proponent's pricing.

Proponents who fail to complete this section will be deemed to have received all issued addenda.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent

ORIGINAL SIGNATURES ONLY; NO ELECTRONIC

APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.
- (b) Rates quoted by the proponent shall be **all-inclusive** and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Niagara Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Pricing Form

Pricing should be broken down as follows:

Niagara Region Objectives	Estimated Quantity	Unit Cost	Total
Objective #1 - Logistic Services	700	\$	\$
Objective #2 - Deployment Services	700	\$	\$
Objective #3 - Decommission Services	700	\$	\$
Objective #4 – Project Management Support Services	700	\$	\$
Sub Total		\$	
HST 13%		\$	
Extended Total		\$	

COMPANY:	SIGNATURE:
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Note: Niagara Region reserves the right to award the Objectives listed in this Proposal in whole or in part as may be negotiated and defined in the final agreement. The Proposal will be evaluated on the total price quoted for all objectives.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Note: In this Appendix, references to **“Unit”** shall be interpreted to mean “computer hardware with associated power cords and includes desktop computer or laptop/docking station” and references to **“Peripherals”** shall be interpreted to mean “keyboards, mice, monitors and misc. cables”.

It is the intention of The Regional Municipality of Niagara (the “Region”) to retain a qualified proponent to provide deployment and destruction services of approximately 700 units in the form of Computers, Desktops, Laptops and Tablets that are on a hardware lifecycle rotation. The expected completion on this project (as in delivery of all four (4) Objectives) work is no later than October 31, 2017 (the “Services”) described hereinafter.

This assignment will include, but not be limited to, the following:

OBJECTIVES

Objective #1 - Logistic Services

#	Detailed Requirement	Demonstrate detailed Compliance
1.1	Accept the order of approximately 700 Units. NOTE: Units (together with all required cables) will be ordered and imaged separately with a single Niagara Region developed/installed image on a single domain. Units will be packed and ready for deployment upon receipt.	
1.2	Provide secure location to receive and store Units until deployment.	
1.3	Provide Asset reports for all Units received including Serial number and Model number prior to the day of scheduled deployment. Niagara Region does not require any further asset tagging in this process.	
1.4	Packaging and secure shipping of Units to location of deployment per the Niagara Region Location table (see Appendix H).	

Objective #2 - PC Deployment Services

#	Detailed Requirement	Demonstrate detailed Compliance
2.1	Provide a detailed deployment schedule including vendor supplied resources on site, dates, times, locations and Units being deployed at least 10 days prior to on-site deployment.	
2.2	Management of handling and removal of all packaging of new Units.	
2.3	Management of handling and removal of all packaging, as well as storage and equipment removal.	
2.4	Provide experienced technicians on-site during all scheduled deployments.	
2.5	Follow deployment instructions for providing and connecting a new Unit (see Sample Deployment Script attached as Appendix- I)	
2.6	Proponent should report any faulty Units so a replacement can be promptly provided.	

APPENDIX D – RFP PARTICULARS

2.7	Receive and tracking of user acceptance of deployed Units from the user or the on-site Deployment Coordinator. The format of sign-off can be discussed and agreed upon between the Successful Proponent and the Niagara Region before deployment.	
2.8	Tracking and immediate reporting of any Units arriving in an un-deployable state.	
2.9	Provide deployed Asset reports for all Units including Serial number and model, reconciled against Asset reports required in Objective #1.3.	
2.10	Receive confirmation and sign off from on-site Niagara Region Project representative that the planned Units have been successfully deployed before leaving the location. The format of sign-off can be discussed and agreed upon between the Successful Proponent and the Niagara Region before deployment.	
2.11	Participate in a pilot to test the process and benchmark timing by using steps 2.1 through 2.10 above at a small location to be mutually agreed upon with Niagara Region and the Successful Proponent.	

Objective #3 - PC Decommission Services

#	Detailed Requirement	Demonstrate detailed Compliance
3.1	Secure decommissioning of Niagara Region image and all related Niagara Region applications and/or data with a DoD 3 pass wipe or other agreed upon wipe process.	
3.1	Provide Niagara Region with a detailed description of the process used to ensure a secure wipe of Units as per DoD standards and best practices.	
3.3	Proposal of a scenario that would provide the opportunity to recoup a financial return to Niagara Region through the recycle or resale of the wiped Units.	

Objective #4 - Project Management Support Services

The Proponent is responsible for all aspects of project management activities including coordinating tasks and participating in status meetings with Niagara Region. Daily brief status meetings with Niagara Region during Objective 2 should be anticipated.

To that end, submissions must include a detailed description of the project management methodology and/or templates to be applied including, but not limited to the following:

#	Detailed Requirement	Demonstrate detailed Compliance
4.1	Oversee and manage Project timeline and provided resources through all requirements in this RFP and agreed to project objectives	
4.2	Detailed deployment schedule management	
4.3	Weekly Status Reporting, raising any risks or issues	
4.4	Attend status meetings with the Niagara Region project team on a weekly basis or a scenario requiring discussion and/or escalation	
4.5	Include Proposal of deployment checklist/user sign off process named in Objective 2.7 above.	
4.6	Provide and follow Unit removal checklist	
4.7	Manage Project Risk Management including corresponding impacts and mitigation strategies	
4.8	Manage Issue Management and escalation path for Niagara Region required escalations	

1) The Niagara Region Responsibilities

It is acknowledged that this work must be conducted jointly between the Niagara Region and the Successful Proponent. To that end, the Niagara Region commits to the following:

Objective #1

- A complete single image using Windows 10 Pro x64, already installed on pre-purchased Units and shipped to the Successful Proponent’s location of choice for deployment
- For locations where there are significant numbers of Units to be deployed, a secured staging and/or storage area will be provided at each location (**see Appendix H**).

Objective #2

- Supply an IT Project Manager as the internal point of contact for all users receiving replacements, for deployment scheduling coordination and communication.
- Niagara Region will provide users of newly deployed Units a mechanism to allow self-serve application reinstallation after the upgrade unit has been placed and user acceptance has been provided (as outlined in Objective 2.7). This is outside of the scope of work for the Successful Proponent of this RFP and can be done once the representative has left the user. This will be internally communicated and managed by the Niagara Region. Niagara Region’s deployment tool of choice is Microsoft SCCM 2012 and USMT.
- Provide a schedule for deployment clear of blackout dates save and except for statutory holidays.

Objective #3

- Niagara Region will be available for any consultations or escalations regarding decommissioning and disposal throughout the course of the project.

Objective #4

- Niagara Region will provide an assigned IT Project Manager to facilitate project industry standard project management requirements, not limited to the following: overseeing Niagara Region resources, assisting with planning and managing the deployment schedule, act as the point of contact to internal resources/clients and provide an escalation point to the Successful Proponent.

NOTE: Proponents are encouraged to create a proposal that would fulfill the Niagara Region's requirements as outlined above. Any items that prospective proponents see as beneficial or value added are always welcome.

1) **Timelines**

Niagara Region is proposing that the **deployment** of the Units as described herein be can be reasonably completed successfully within **an approximate 8-10 week timeline**. This timeline applies to the work described in Objective#2.

Proponents are required to present their rough schedule to this end, by demonstrating how many Units can be reasonably completed in this timeframe, and presenting any anticipated challenges.

2) **Police Background Check**

The Successful Proponent will be required to provide, for any individual requested by the Region, a police background check satisfactory to the Region. The Region retains the absolute discretion to reject Bids that are associated with individuals who have engaged in illegal or criminal activity or who have associated with those involved in illegal or criminal activity.

In the event no candidate is favoured, the evaluation team has the option to cancel the RFP and start the process over.

B. MATERIAL DISCLOSURES

Please see section 1.6 RFP Timetable, under Part#1 – Invitation and Submission Instructions.

C. MANDATORY REQUIREMENTS

1. Form of Proposal (Appendix B)

Each proposal must include a Form of Proposal (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Proposal Security

Not applicable

4. AODA Standards of Accessibility Compliance

Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region’s website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

D. RATED CRITERIA

1. Summary of Rated Criteria

The following is a summary of the rated criteria and weightings for the evaluation of proposals. If a minimum threshold is identified, proponents who do not meet the minimum threshold score will not proceed to the next stage of the evaluation process.

APPENDIX D – RFP PARTICULARS

CRITERIA	Weighting %	Points	Weighted Points
1. TECHNICAL PROPOSAL (45%)			
Company Profile (5%) (including subcontractors)	5%		
Proponents are required to provide references demonstrating completion of projects similar in size/scale to the proposed and have significant experience in all phases of the deployment and decommissioning process. Submissions should include the following information about your company; <ul style="list-style-type: none"> • Demonstration of required experience as state above • Number of years in business • Information on company staff with technical background and related experience • Summary of service/support methodology and approach to implementation 			
Approach to Project (45%) - All services will be evaluated inclusive of value add services			
Logistic Services - Objective #1	5%		
Deployment Services - Objective #2	15%		
Decommissioning Services - Objective #3	10%		
Project Management Support Services - Objective #4	10%		
Sub-Total Technical Proposal	45%		
<u>BENCH MARK</u> to proceed to step 2, Proponents should achieve minimum 32% out of 45%			
2. PRESENTATION / INTERVIEW (25%)			
The Niagara Region will require short listed Proponents to give an oral presentation and software demonstration in support of their Proposal to exhibit or otherwise demonstrate the information contained therein. Questions will be posed to each Proponent, as they arise, during and after each presentation. Niagara Regional staff will grade these presentations and these grades will be used, in part, to score the Proponent's Proposal. The Niagara Region shall notify each short listed Proponent outlining the details (time, location etc.) of the presentation.			
3. FEE PROPOSAL (30%)			
GRAND TOTAL	100%		

E. EVALUATION AND RANKING METHOD

The ranking of proponents will be based on the total score calculated by adding the pricing points to the total points for rated criteria.

The pricing points for each proponent will be determined based on a relative pricing formula:

$$lowest\ price \div proponent's\ price \times weighting = proponent's\ pricing\ points$$

APPENDIX D – RFP PARTICULARS

Scoring Category	Description	Numeric Score
Fail	Requirement is not met or is not acceptable.	0
Poor	Minimally addresses the component, but one or more major considerations of the component are not addressed.	1 - 3
Fair	The response addresses some aspects of the component, but minor considerations may not be addressed.	4 - 6
Good	The response addresses the component and provides a reasonably good quality solution.	7
Very Good	There is a high degree of confidence in the proponent's response as a proposed solution to address the component.	8 - 9
Exceptional	The proposed solution goes above and beyond the requirements as well as provides a high degree of confidence in its effectiveness.	10

APPENDIX E – CONDITIONS OF AWARD

The selected proponent must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

1. **Certificate of Insurance**

The selected proponent must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on Niagara Region's form of Certificate of Insurance, which can be found on Niagara Region's website – www.niagararegion.ca/business/fpr/cert-insurance.aspx. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the proponent acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the proponent will be responsible for the accuracy and validity of the information contained therein. . If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

2. **Workplace Safety and Insurance Board Clearance**

The selected proponent shall provide:

- (a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing; or
- (b) A Letter of Good Standing issued by WSIB.

If WSIB coverage is not required by law to be carried by the selected proponent, the selected proponent shall provide one of the following (as the case may be):

- (a) An Exemption Letter from WSIB, satisfactory to Niagara Region's Director of Legal and Court Services;
- (b) An Independent Operators Status Certificate issued by WSIB; or
- (c) Such further and other evidence as may be satisfactory to Niagara Region's Director of Legal and Court Services.

In addition to the indemnification provided by the selected bidder elsewhere in this RFP, the selected bidder agrees to indemnify Niagara Region and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder's status with WSIB.

APPENDIX F – BID IRREGULARITIES

NOTE: In this Appendix, references to “bids” shall be interpreted to mean “proposals” and references to “bidders” shall be interpreted to mean “proponents”.

RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS

	IRREGULARITY	RESPONSE
1.	Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes.	Automatic rejection.
3.	Insufficient Financial Security	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	i. Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions and Legal and Court Services, the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	Bid Document – execution	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C) Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.

APPENDIX F – BID IRREGULARITIES

IRREGULARITY		RESPONSE
D)	Form of Quotation or Tender missing or incomplete.	Automatic rejection.
E)	Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.
F)	Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).	Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions and Legal and Court Services, the incomplete nature is trivial or insignificant.
10.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection
12.	Bids containing minor obvious clerical errors.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.	The Director of Legal and Court Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

** Where "working days" specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity

APPENDIX I – SAMPLE DEPLOYMENT SCRIPT

LIST OF SUB-CONTRACTORS (If Applicable)

IN THE SPACES PROVIDED BELOW, PLEASE LIST THOSE SUB CONTRACTORS YOU INTEND TO USE:

#	ORGANIZATION	CONTACT NAME	PHONE NUMBER
1.			
2.			
3.			
4.			

COMPANY:	SIGNATURE:
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Appendix I - Niagara Region PC Deployment Script

~SAMPLE only for RFP purposes, subject to change~

- 1)** Log into Unit that is destined for replacement using this account (Username: _____ Password: _____).
- 2)** Run Migration Script found at _____ from network share to migrate old data and files automatically to network storage location.
- 3)** Disconnect old Unit and Peripherals including monitor, docking station, keyboard, mouse, and network cable (if required).
- 4)** Unpack new Unit. Connect new Unit and new Peripherals including docking station, keyboard, mouse and network cable (if required) and power on.
- 5)** New Unit will attach to our network and contact our SCCM server's task sequence wizard.
- 6)** Select the appropriate Task Sequence from the list. Reboots may be required as necessary.
- 7)** After reboot - Log in with this account (Username: _____ Password: _____)
- 8)** Run script found at _____ to load User Profile Data and Files recently migrated onto new Unit.
- 9)** Verify Encryption state.
- 10)** Run Encryption Install from Software centre.
- 11)** Perform inventory, close out tasks etc...and obtain User signoff. At this time PC deployment is complete and users can re-install their applications from MS Software Centre or via the Niagara Region Servicedesk
- 12)** Remove all replaced equipment and packing materials/garbage.

Appendix H - Location Table

Building Name	Address	City	Phone	Computers to be replaced	Desktop	Laptop	Work station	Work station Laptop	TOTAL
Headquarters Campbell East	1815 Sir Isaac Brock Way, PO Box 1042	Thorold, Ontario L2V 4T7	905-685-4225	258	84	173	0	1	258
Headquarters Campbell West	1815 Sir Isaac Brock Way, PO Box 1042	Thorold, Ontario L2V 4T7	905-685-4225	119	40	66	9	4	119
Public Health EMS Administration	509 Glendale Avenue East	Niagara-on-the-Lake, Ontario L0S 1J0	905-984-5050	39	16	19	4	0	39
Public Health Sexual Health St. Catharines	277 Welland Avenue	St. Catharines, Ontario L2R 2P7	905-688-3817	38	30	6	0	0	36
Environmental Centre	Environmental Centre, 3501 Schmon Parkway	PO Box 1042, Thorold, Ontario L2V 4T7	905-980-6000	30	7	13	2	8	30
PW Yard Service Centre	3547 Thorold Townline Road	Thorold, Ontario L2E 6S4	905-227-2220	22	11	7	4	0	22
Comm Serv LTC Linhaven	403 Ontario Street	St. Catharines, Ontario L2N 1L5	905-934-3386	20	17	3	0	0	20
Comm Serv Office St. Catharines	234 Bunting Road, PO Box 850	St. Catharines, Ontario L2R 6Z4	905-641-9960	20	2	18	0	0	20
Public Health Office Welland	200 Division Street	Welland, Ontario L3B 4A2	905-735-5697	13	5	8	0	0	13
Comm Serv LTC Northland Pointe	2 Fielden Avenue	Port Colborne, Ontario L3K 6G4	905-835-9335	12	9	3	0	0	12
Public Health Office Niagara Falls	5710 Kitchener Street	Niagara Falls, Ontario L2G 1C1	905-356-1538	12	4	8	0	0	12
Comm Serv LTC D.H. Rapelje Lodge	277 Plymouth Road	Welland, Ontario L3B 6E3	905-714-7428	11	8	3	0	0	11
Corp Serv POA St. Catharines	71 King Street	St. Catharines, Ontario L2R 3H7	905-687-6590	11	9	2	0	0	11
Corp Serv POA Welland - Admin	3 Cross Street	Welland, Ontario L3B 5X6	905-734-7880	11	11	0	0	0	11
Public Health Sexual Health Niagara Falls	5710 Kitchener Street	Niagara Falls, Ontario L2G 1C1	905-688-3817	11	9	2	0	0	11
Public Health Sexual Health Welland	200 Division Street	Welland, Ontario L3B 4A2	905-688-3817	10	8	2	0	0	10

Comm Serv LTC Deer Park Villa	150 Central Avenue	Grimsby, Ontario L3M 4Z3	905-945-4164	9	8	1	0	0	9
Corp Serv POA Niagara Falls	4635 Queen Street	Niagara Falls, Ontario L2E 2L7	905-371-8988	9	7	2	0	0	9
Comm Serv Upper Canada Lodge	272 Wellington Street, PO Box 1390	Niagara-on-the-Lake, Ontario L0S 1J0	905-468-4208	8	7	1	0	0	8
Public Health EMS St. Catharines Ontario St.	139 Ontario Street	St. Catharines, Ontario L2R 2V8	905-688-0793	8	8	0	0	0	8
Public Health Community Mental Health	3550 Schmon Parkway, Unit 2	Thorold, Ontario L2V 4Y6	905-688-2854	7	2	5	0	0	7
PW WTP Decew	DeCew Falls Water Treatment Plant	2700 DeCew Road, St. Catharines, Ontario L2R 6P7	905-684-5353	6	3	1	2	0	6
Comm Serv Childcare St. Catharines	179 Carlton Street	St. Catharines, Ontario L2R 1S1	905-684-9927	5	0	5	0	0	5
Comm Serv LTC The Woodlands of Sunset	920 Pelham Street	Welland, Ontario L3C 1Y5	905-892-3845	5	5	0	0	0	5
Comm Serv Office Welland	250 Thorold Road West	Welland, Ontario L3C 3W3	905-734-7975	4	1	3	0	0	4
Public Health EMS Fort Erie	100 Hospital Drive	Fort Erie, Ontario L2A 1Z5	905-984-5050	4	4	0	0	0	4
PW Integrated Systems Facility	Integrated Systems Facility	980 Major St., Welland, ON L3B 6J2	905-734-4777	4	1	2	1	0	4
PW Recycling Centre	4935 Kent Avenue	Niagara Falls, Ontario L2H 1J6	905-356-4141	4	3	1	0	0	4
PW WTP Niagara Falls	Niagara Falls Water Treatment Plant	3599 Macklem Street, Niagara Falls, Ontario L2G 6C7	905-295-4831	4	4	0	0	0	4
								TOTAL UNITS	712