



Request for Proposal

for

**Operational Review and Performance Assessment of the
Niagara Peninsula Conservation Authority operations from 2011 through 2016**

Request for Proposal No.: **2017-RFP-14**

Issued: **March 10, 2017**

Submission Deadline: **2:00:00 PM April 6, 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”) on behalf of the Niagara Peninsula Conservation Authority (NPCA) to prospective proponents to submit proposals for the provision of an **Operational Review and Performance Assessment of the NPCA’s operations from 2011 through 2016 (the “Project”)** as further described in Appendix D – RFP Particulars (the “Deliverables”).

The Niagara Region on behalf of the Niagara Peninsula Conservation Authority (NPCA) is issuing this Request for Proposals to solicit submissions from consulting companies who are interested in carrying out the first phase of the Operational Review and Performance Assessment of the NPCA’s operations from 2011 through 2016 (“Phase One”) in order to identify attributes and issues/problems that require further investigation which could improve the effectiveness of the organization’s operations while maintaining the NPCA’s mandate. The findings from Phase One will assist the NPCA in determining the scope of work that may be required in Phase Two.

The Operational Review and Performance Assessment Review is being carried out in multiple phases. This RFP solicitation is to obtain firm pricing for Phase One and obtain firm hourly rates for any future required work.

The Consultant for this Project shall perform the Agreement as independently as possible with unbiased recommendations for consideration by the NPCA Board of Directors.

The upside budget for Phase One of the project is set at \$50,000.00, excluding HST.

PROJECT SCHEDULE

For the purposes of this RFP, the NPCA has established the following tentative schedule for completion of the RFP process and the Project:

Award and Commencement of Phase One Project	May 1, 2017
Present Draft Phase One Report to Project Steering Team	June 1, 2017
Present Final Phase One Report to Audit Committee	June 8, 2017
Present Final Phase One Report to NPCA Board	June 15, 2017
Decision on Proceeding to Phase Two	June 30, 2017

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

Please refer to Appendix A – Contract Terms and Conditions and 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

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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>

Note: 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:

Jeffrey Mulligan
Manager Purchasing Services
Niagara Region
Jeffrey.mulligan@niagararegion.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the NPCA or the 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.

1.4 Accommodations for Proponents with Disabilities

Niagara Region and the NPCA are 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 the Niagara Peninsula Conservation Authority (NPCA) for the provision of the Deliverables based on the Contract Terms and Conditions generally set out in Appendix A to the RFP (the “Contract”). It is Niagara Peninsula Conservation Authority (NPCA) intention to enter into the Contract with only one (1) legal entity.

1.6 RFP Timetable

Issue Date of RFP	March 10, 2017
Deadline for Questions	March 30, 2017
Deadline for Issuing Addenda	March 31, 2017
Submission Deadline	2:00pm EST on April 6, 2017
Anticipated Interview of Proponents	April 19 and/or 20, 2017
Anticipated Date for Entering into Contract	May 1, 2017

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

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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
ATT.: Manager Purchasing Services

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 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, including the Pricing Form (Appendix C), 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.

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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.

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 **90 days** running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND RANKING

2.1 Stages of Proposal Evaluation

The evaluation committee consisting of a minimum of three senior staff 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 expressed and implied rights of the NPCA and or 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, the evaluation committee 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, the evaluation committee 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 the NPCA/Niagara Region, the top-ranked proponent with the highest score will be selected to enter into the Contract in accordance with Part 3 – TERMS AND CONDITIONS OF THE RFP PROCESS.

[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. The NPCA/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

The NPCA/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

Not Applicable

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, the NPCA/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

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

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, NPCA 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 the NPCA, if accepted by NPCA, 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 the NPCA/Niagara Region to the selected proponent shall be in writing. The selected proponent shall enter into the Contract in the form acceptable to the NPCA and which shall 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 the NPCA, 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, the NPCA may, in its sole and absolute discretion

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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.

3.3.3 Notification to Other Proponents

Once the Contract is entered into by the NPCA 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 and the Board of Directors of the NPCA, 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 Board of Directors of the NPCA, a mediator, to assist in resolving any outstanding issues between the proponent, the NPCA and or Niagara Region.
- (d) The recommended mediator will be approved by both the proponent and the NPCA and or 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 the NPCA or 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

The NPCA may disqualify a proponent for any conduct, situation or circumstances, determined by the NPCA, in its sole and absolute discretion, that constitutes a Conflict of Interest.

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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 NPCA/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
- (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 the NPCA 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

NPCA 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 NPCA.

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.

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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.

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

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- (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 the NPCA/Niagara Region

The NPCA and 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);
 - (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;

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- (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 the NPCA or 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 NPCA'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

See Appendix G - *Agreement For Professional Consulting Services* outlining NPCA's General Conditions, Responsibilities of the Client, and Fees, Disbursements and Payment.

A Final Contract shall be completed between the Successful Proponent and the NPCA.

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

APPENDIX B – FORM OF TENDER

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

7. Proposal Irrevocable

The proponent agrees that its Proposal shall be irrevocable for a period of **90 days** 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 terms and conditions generally 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 the NPCA, 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.
- (c) Proponents will be required to provide a full cost Proposal for Phase One and will provide rates on an assumed hourly basis for various levels of staff for Phase Two.

Costs for Phase One

Proponents are required for Phase One to outline the total costs for the consulting staff on the project team for all components of the Project, broken down by components, staff person's hourly rate and total hours on the project including the costs for sub-Proponents (if any);

Direct disbursement costs which may include mileage, telephone charges, printing and reproduction, fax charges, courier services, and computer services etc. are to be specifically identified within the Price Form – Costs for Phase One. Expenses specifically identifiable to the Project will be reimbursed by the NPCA.

The budget for Phase One of the project is \$50,000.00, excluding HST.

Costs for Phase Two

NPCA will initially award Phase One as a result of the RFP, however, based upon the outcome of Phase One, the NPCA may elect to engage the Successful Proponent for the anticipated tasks for Phase Two.

Upon request, the Successful Proponent would submit a detailed proposal to the NPCA for the tasks in Phase Two. The Successful Proponent is required to maintain the hourly rates as outlined in the Pricing Form – Costs for Phase 2 for a period of two (2) years, from Contract Award date.

Proponents are asked to complete the following chart which contains an assumed hourly commitment to complete the tasks in Phase Two and submit within Pricing Envelope.

The Niagara Region/NPCA will use the Total Cost (Sum of the firms Total Cost for Phase One + Total Estimated Cost - Phase Two) as part of the overall evaluation for the cost component of the Proposal.

The use of an assumed total hour commitment will enable the NPCA to evaluate proponents on an equal basis for Phase Two, which by the nature of this assignment cannot be fully defined at this stage.

2. Pricing Forms

Costs for Phase One

Team Member	Role	Total Hours	Hourly Rate	Total Cost
	Subtotal			
	Estimated Expenses/Disbursements			
	Total Cost for Phase One			

Costs for Phase Two

Phase Two – Theoretical Cost Calculation

Team Member	Role	Total Hours	Hourly Rate	Total Cost
	Partner(s)/Principle(s)	35		
	Senior Manager/Project Lead	75		
	Manager	90		
	Senior Analyst or Equivalent	85		
	Junior Analysts or Equivalent	100		
	Administrative Support	15		
	Total Estimated Cost - Phase Two			
	Total Hours			400
	Average Rate			

(A)
(B)
(A/B)

APPENDIX D – RFP PARTICULARS

A. DELIVERABLES

BACKGROUND

1. Purpose of the Operational Review and Performance Assessment Review

The NPCA at its meeting held on January 18, 2017 adopted a resolution:

Whereas; many concerned citizens and numerous Municipal Councils within the NPCA jurisdiction have expressed serious concerns with regard to a variety of operational matters; and

Whereas; it is important to the public trust that the NPCA Board respond to these concerns in a manner that is transparent, thorough, accountable and actionable;

Be it now resolved;

1. That the NPCA Acting CAO, immediately initiate an independent and thorough third party Operational Review and Performance Assessment of NPCA operations from 2011 through 2016.
2. That the City of Hamilton, Haldimand County, and The Niagara Region be invited to assign a staff member with procurement expertise to work with the NPCA Acting CAO in undertaking the competitive procurement and selection process.
3. That the independent third party consultant will have demonstrated investigation, forensic and value for money audit capabilities.
4. That the selected independent third party Consultant will undertake a thorough investigation of operations in a first phase, and will identify and undertake more scoped investigations as required in a phase two.
5. That the Acting CAO will provide all necessary administrative support and co-operation to the Consultant and that all reporting, updates, and recommendations from the Consultant will be directed to the Full Board at regularly scheduled or Special Board Meetings. All updates will include an appropriate open session report and closed session report as required.

For further information and clarity on the January 18, 2017 Agenda and Minutes, Proponents may review the below two links:

<https://npca.ca/sites/default/files/WEBSITE%20AGENDA-01-18%20FullAuthorityMeeting.pdf>

<https://npca.ca/sites/default/files/FINALIZED%20FULL%20AUTHORITY%20MINUTES%20-JAN18-2017.pdf>

The Niagara Region on behalf of the Niagara Peninsula Conservation Authority (NPCA) is issuing this Request for Proposals to solicit submissions from consulting companies who are interested in carrying out the first phase of the Operational Review and Performance Assessment of the NPCA's operations from 2011 through 2016 ("Phase One") in order to identify attributes and issues/problems that require further investigation which could improve the effectiveness of the organization's operations while

APPENDIX D – RFP PARTICULARS

maintaining the NPCA's mandate. Further investigation shall determine the scope of work that may be required in Phase Two.

2. **Niagara Peninsula Conservation Authority**

The Niagara Peninsula Conservation Authority (NPCA) was established on April 30, 1959, under the *Conservation Authorities Act*, and serves approximately half a million people in the Niagara Peninsula Watershed, encompassing the entire Niagara Region and portions of the City of Hamilton and Haldimand County. The NPCA manages the impact of human activities, urban growth, and rural activities on the watershed.

With its unique resources, the Niagara Peninsula is one of the most complex watersheds in the Province. It includes lands drained by the Niagara River, Twenty Mile Creek, the Welland River, the Welland Canal, Lake Erie and Lake Ontario. NPCA programs focus on initiatives that help keep people and their property safe from flooding and erosion while retaining our drinking water safe to drink.

The NPCA's ongoing commitment to land stewardship is reflected in the management of over 2,870 hectares of some of the most sensitive and unique natural areas in Niagara. These lands are held in public trust, allowing the people of Niagara to enjoy its distinctive natural heritage at 39 Conservation Areas, each offering diverse recreational and educational opportunities and a place to experience nature's beauty.

The Niagara Peninsula Conservation Authority is comprised of about 54 full-time equivalents (FTE's) and is a registered charitable organization.

Conservation Authorities Mandate

The legislative mandate of the Conservation Authority, as set out in Section 20 of *The Conservation Authorities Act*, is to establish and undertake programs designed to further the conservation, restoration, development and management of natural resources. The NPCA fulfills this mandate by implementing programs that:

- Improve the quality of lands and waters
- Contribute to public safety from flooding and erosion
- Provide for the acquisition of conservation and hazard lands
- Enhance the quality of life in its watershed by using its lands for recreation, heritage preservation and conservation education

NPCA MISSION, VISION & VALUE STATEMENTS

"The objects of an authority are to establish and undertake, in the area over which it has jurisdiction, a program designed to further the conservation, restoration, development and management of natural resources other than gas, oil, coal and minerals." R.S.O. 1990, c.C.27 s.20

Responsibilities of NPCA include;

- Floodplain Management (1970's)
- Hazard Land Management including the management of local areas susceptible to flood and erosion risks (1983)
- Great Lake Shoreline management (1988)
- Ontario Regulation 155/06 NPCA: Regulation of Development, Interference with Wetlands and Alterations to Shorelines
- and Watercourses (2006)

APPENDIX D – RFP PARTICULARS

MISSION

To manage our watershed's natural resources by balancing environmental, community, and economic needs.

VISION

Balancing conservation and sustainable development for future generations by engaging landowners, stakeholders and communities through collaboration.

VALUES

To the landowners, stakeholders and communities affected by our actions, we value:

1. A sustainable balance between environmental conservation, economic growth and agricultural prosperity.
2. Clear and respectful communication.
3. Integrity, fairness and sensitivity to all impacted by our actions and decisions.
4. Creativity and innovation in service delivery to clients.
5. Transparency, accountability and quality in our services.
6. Pragmatic solution oriented approaches to decision making.
7. A respectful work environment and professional development.

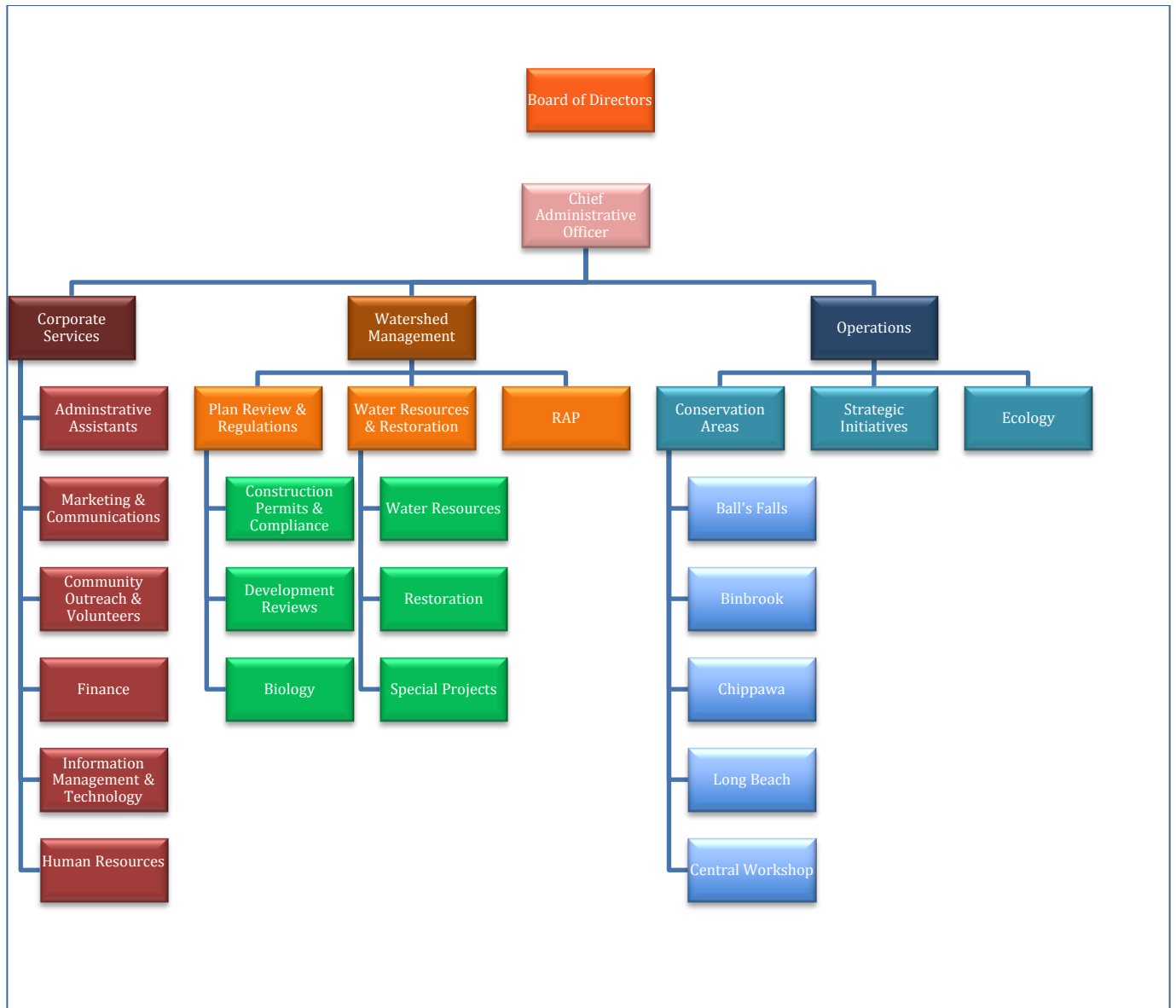
Strategic/Policy Based Approach

In 2011 the Niagara Peninsula Conservation Authority embarked on the process of developing a Strategic Plan to guide the organization into the future. This strategic plan will form a key component of the overall Project.

[Download the Final NPCA Strategic Plan](#) (April, 2014)

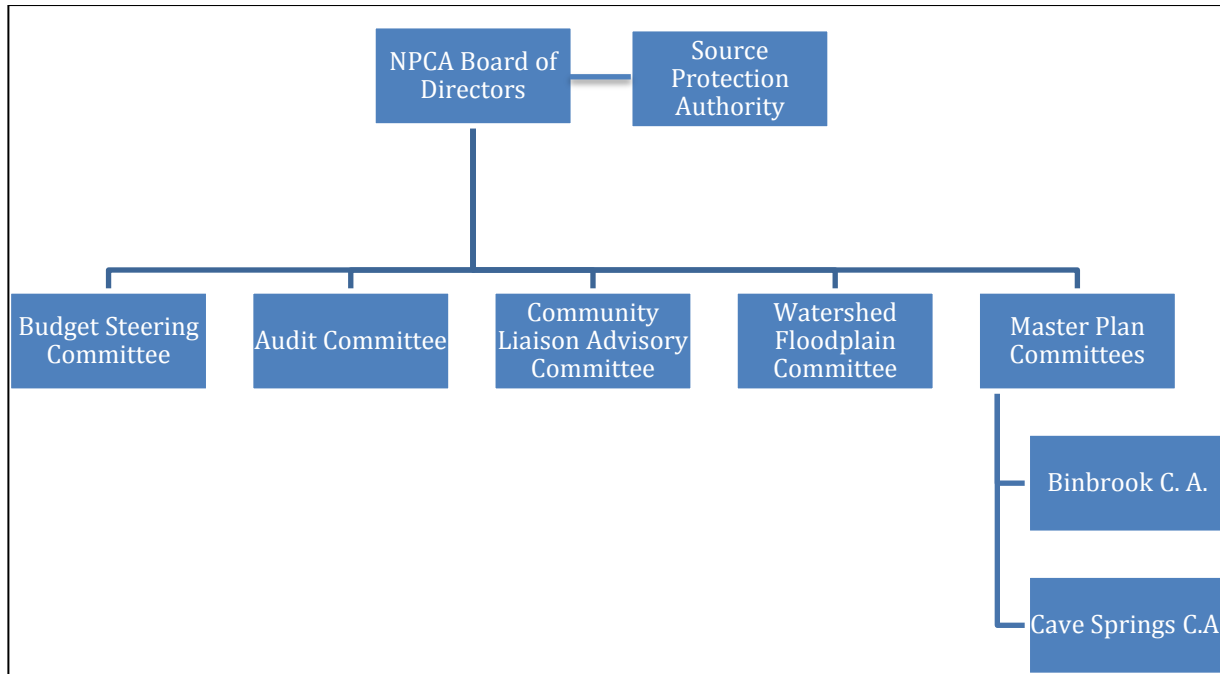
Link: https://npca.ca/sites/default/files/2014-NPCA_StrategicPlan2014_Final_April-7-REVISED.pdf

Organizational Structure



APPENDIX D – RFP PARTICULARS

Committee Structure



OPERATIONAL REVIEW AND PERFORMANCE ASSESSMENT

The outcome of Phase One of the Operational Review and Performance Assessment will be the identification and prioritization of attributes and issues/problems of the current organizational structure for further review as part of further phases of the operational review process. The following principles and objectives will be followed in achieving this outcome.

1. Operational Review Principles

This Operational Review will be based on the following principles:

- The recommendations from the review will ensure that the NPCA can deliver the most efficient and effective delivery of services to the residents of the Niagara Region, City of Hamilton and Haldimand County.
- The Operational Review will be transparent, engage all levels of the organization and consider community input, where relevant to organizational issues.
- Existing employee agreements will be acknowledged and respected.
- NPCA Board will make the final decision on any changes to the current organizational structure, policies and processes.

2. **Operational Review Objectives**

The objectives of Phase One of the Operational Review will be:

- To undertake a review of the organization's progress in developing and adhering to corporate policies. This should include a summary of the relative maturity level of the organization's policies and practices in 2011 and the current state of the organization's policies and practices.
- To review the corporate policies of the NPCA and identify any issues.
- To identify, within the context of the previously noted principles, any issues/problems of the organization that should be addressed to improve the performance of the organization and to allow it to regain the confidence of all its stakeholders.
- To identify and prioritize all attributes and issues/problems for further investigation as part of Phase Two of the organizational review process, if required.
- To define a methodology and road map to be followed for Phase Two of the review, if required.

3. **Scope of Work**

Consulting services for this Project may include but not be limited to the following:

- Fact Finding
 - a) Review of relevant reports and data
 - b) Consultation with Board, staff and stakeholders
- Evaluation of NPCA's key policies and procedures
 - a) Review the changes in the organization's key policies and procedures from 2011 to 2016
 - b) Review the organization's practices related to transparency and public disclosure
 - c) Compare the organization's practices to similar sized organizations or other public bodies and or established best practices
- Review of NPCA's performance including:
 - a) Performance against its strategic plan
 - b) Performance against regulatory requirements
- Attributes and Issues/Problems Identification and evaluation
 - c) Development of criteria to analyze and prioritize findings
 - b) Analysis of findings
- Recommendations
 - a) Any identified areas for improvement
 - b) Prioritization of areas of focus for Phase Two
 - c) High-level roadmap to address the identified priority areas for Phase Two

Examples of business areas and related processes and policies to be reviewed and evaluated include:

Finance

- Reporting
- Handling Cash
- Audits

Human Resources

- Health & Safety
- Hiring

APPENDIX D – RFP PARTICULARS

- Equal Opportunities
- Code of Conduct
- Organizational restructuring

Procurement

- Purchasing
- Tendering
- Consultant Selection
- Land acquisitions

NPCA Board Administrative Procedures

- Governance and Administration
- Meeting Procedures

4. Project Steering Committee

A Project Steering Committee (“PSC”), comprised of the senior management team (three Directors and Acting CAO) will be established to work in conjunction with the selected Consultant. The PSC will function as a conduit to the Consultant in order to carry out the Project.

The Project Steering Committee members will sign an Oath of Confidentiality and, with the assistance of the Consultant, will be responsible for informing the Board of Directors of the Project’s progress and matters relating thereto.

5. Deliverables

The Consultant will prepare progress reports for the Project Steering Committee for each milestone in the approved workplan, including a breakdown of costs that were incurred to achieve the milestone.

In consultation with the PSC, the Consultant will prepare a final report for the PSC’s consideration detailing:

1. The Operational Review and Performance Assessment review research findings;
2. Organizational observations;
3. Areas requiring further investigation, if required;
4. Prioritization of areas requiring further investigation, if required.

The Consultant shall provide 20 printed copies of the Final Report to the NPCA. The Printing of these Final Reports shall be included in the Proponents Total Cost for Phase One.

In consultation with the PSC, the Consultant will be required to make an electronic presentation to the Audit Committee and subsequently to the NPCA Board of the Phase One Final Report.

Upon completion of the Phase One Final Report, a determination on whether a further investigation (i.e. Phase Two) if required will be presented to the Board. If a Phase Two is required a scope of work will be developed by the Consultant and presented to and approved by the NPCA Board at a later date.

APPENDIX D – RFP PARTICULARS

Meetings and Presentations Required

At a minimum, Proponents shall provide for the following meetings and presentations in their Total Contract Price for the Project:

1. Initial meeting with the PSC
2. Presentation of Draft Report to PSC
3. Presentation of Final Report to Audit Committee
4. Presentation of Final Report to NPCA Board

Proponents should outline in their Proposal and include in their Total Cost for Phase One of any additional meetings with staff and stakeholders they feel would be necessary to carry out the Project.

B. MATERIAL DISCLOSURES

Not Applicable

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. Appendix C – Section 1 – Instructions on How to Complete Pricing Form (page 16) shall not be required to be submitted in Envelope B.

3. 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 (Table 1) 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.

TABLE 1

Evaluation Criteria	Maximum Score Attainable
<p>A. Proponent Team Qualifications</p> <p>Proponents shall identify in their Proposal all the resources that will be used for this Project. Resources will be identified as follows:</p> <ol style="list-style-type: none"> 1) A list of all Proponent personnel assigned to the Project, including a brief resume (no more than 2 pages per person) identifying their: <ol style="list-style-type: none"> i) Qualifications, ii) Experience, iii) Number of years they have worked for the Proponent’s company, iv) Specific projects worked on. 2) Any sub-consultants, indicating the specific roles and responsibilities which will be assigned to each person involved. 3) A description of available Proponent support staff and firm resources. This may include resources that might not be directly used on Phase One but if required could be used on Phase Two depending on the findings. 4) Confirmation of the availability of the Proponent’s key staff during the required timeframe. 	20
<p>B. Firm Qualifications</p> <p>Proponents shall include in their Proposal:</p> <ol style="list-style-type: none"> 1) A company profile including years in business. 2) An overview of the responding firm’s experience in providing consulting to the public sector. 3) Any other relevant information about the responding firm, including procedures employed to ensure confidentiality of client information. 	5

APPENDIX D – RFP PARTICULARS

Evaluation Criteria	Maximum Score Attainable
<p>C. Past Projects</p> <p>Proponents shall provide in their Proposal a minimum of three references, preferably from the public sector. References shall be of recent projects of a similar scope or magnitude undertaken by the Proponent. Each reference will include:</p> <ol style="list-style-type: none"> 1) Name and size of project, 2) Name of client organization, contact name, address, telephone numbers, 3) Duration of project, 4) Approximate total cost, 5) A brief description of the project including whether or not the project was completed within/under/over budget and within the time limit assigned 6) Names of the proposed team that worked on the project and their respective roles. 	<p>10</p>
<p>D. Study Approach and Strategies</p> <p>Proponents shall provide in their Proposal:</p> <ol style="list-style-type: none"> 1) How the RFP objectives will be achieved in the context of the RFP Principles. 2) Outline the Proponent’s methodology and describe the key elements of the approach that would be employed by the Proponent in undertaking this Project as outlined in the Terms of Reference. 3) Outline data to be collected and evaluated. 4) Identify how data is to be collected and how NPCA staff may assist in collecting or providing data to attain cost efficiencies in carrying out Project. Outline how options will be developed and evaluated. 5) Identify methods of seeking input and communication with Council, staff and stakeholders. 6) Identify stages of interim reporting (based on the proposed milestones) and the final reporting method. 	<p>25</p>
<p>E. Workplan and Schedule</p> <p>Proponents shall provide in their Proposal:</p> <ol style="list-style-type: none"> 1) A detailed schedule or work plan and timetable that is categorized by milestones (completion of major tasks). 2) A schedule breakdown, detailing dates and the number of hours required by each of the Proponent’s team members throughout the Project. 3) Identify number of hours required by NPCA staff. 	<p>5</p>

APPENDIX D – RFP PARTICULARS

Evaluation Criteria	Maximum Score Attainable
Maximum Attainable Score for Stage 1 - Technical Proposals*	65
Stage 2 - Interview and Presentation Skills	10
Stage 3 - Cost Proposal	25
Maximum Attainable Score	100

***Minimum Score to proceed to Stage 2 (“Benchmark”) is 49.**

E. EVALUATION AND RANKING METHOD

The evaluation of the technical rated criteria shall utilize the below guideline:

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

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

$$\text{proponent's total score} = \text{total points for rated criteria} + \text{pricing points}$$

Pricing is worth **25** points. The proponent’s price is determined by **Total Cost (Sum of the firms Total Cost for Phase One + Total Estimated Cost - Phase Two)** as part of the overall evaluation for the **cost component of the Proposal**.

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

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

APPENDIX E – CONDITIONS OF AWARD

See Appendix G - *Agreement For Professional Consulting Services* outlining NPCA's General Conditions, Responsibilities of the Client, and Fees, Disbursements and Payment.

A Final Contract shall be completed between the Successful Proponent and the NPCA.

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,

APPENDIX F – BID IRREGULARITIES

IRREGULARITY		RESPONSE
		otherwise automatic rejection.
	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

AGREEMENT

1.1.1.1 FOR

1.1.1.2 PROFESSIONAL CONSULTING SERVICES

AGREEMENT made this ____ day of _____, 2017

BETWEEN:

THE NIAGARA PENINSULA CONSERVATION AUTHORITY
(the "Client")

- AND -

xxxxxxx
(the "Consultant")

WHEREAS the Client requires consulting services to be completed for the project known as, *Operational Review and Performance Assessment of the Niagara Peninsula Conservation Authority operations from 2011 through 2016* (the "Project"), and has requested the Consultant to furnish consulting services in connection therewith;

THIS AGREEMENT WITNESSES in consideration of the mutual covenants contained herein, in conjunction with all requirements and conditions stated in the Request for Proposal (RFP) No. 03-2017, the Client and the Consultant agree as follows:

ARTICLE 1. GENERAL CONDITIONS

1.1 Ownership of Project Products and Deliverables

All reports, documents, drawings, maps, and results that are prepared in connection with the Project are to be the exclusive property of the Client. Any future uses of these materials shall require authorization from the Client.

Unless stated otherwise in this agreement, the Client acknowledges that drawings, maps, databases and results prepared for this Project are for the purposes of the Project and will not be used for other projects, without written permission of the Consultant.

1.2 Patents

Not applicable.

1.3 Confidential Information

In addition to that stated in section 3.5 of the Request for Proposal (RFP), the Consultant shall not divulge any confidential information acquired in the course of carrying out the services provided for herein. No such information shall be used by the Consultant on any other project without approval in writing by the Client.

1.4 Insurance

When requested, the Consultant shall supply to the Client a summary of insurance coverage currently being maintained by the Consultant, including but not exclusive to professional liability insurance, comprehensive general liability and automobile insurance. Such summary shall include the name of the insurance company, type of insurance and amount of such coverage.

As a minimum requirement, the Consultant will maintain insurance coverage as specified as follows:

- (a) Workers compensation coverage to statutory limits;
- (b) Comprehensive General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (c) Professional Liability Insurance in the amount of \$1,000,000 per claim and in the aggregate;
- (d) Automobile Insurance for both owned and non-owned vehicles in the amount of \$1,000,000.

If the Client requests that the amount of coverage of the Consultant's insurance be increased beyond that specified above, or special insurance be obtained for this Project, the Consultant shall co-operate with the Client to obtain such increased or special insurance coverage at the Client's expense.

It is understood and agreed that the coverage provided by any one of the policies named above or specially required will not be changed or amended in any way nor cancelled by the Consultant until 60 days after completion of the Consultant's services.

1.5 Arbitration

The parties will use their best efforts to resolve amicably any dispute.

All matters in dispute under this agreement may with the consent of both parties, use alternative dispute resolution options.

All matters in dispute under this agreement may with the consent of both parties be referred to arbitration.

No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.

The award of the arbitrator shall be final and binding upon the parties.

The provisions of the *Arbitration Act, 1991*, S.O.1991, c. 17 shall apply.

1.6 Successors and Assigns

APPENDIX G – DRAFT AGREEMENT

This agreement shall enure to the benefit of and be binding upon the parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors and assigns.

Neither party shall assign this agreement without the prior consent in writing of the other.

1.7 Termination and Suspension

The Client may at any time, and in its sole discretion, by notice in writing to the Consultant, suspend or terminate the services or any portion thereof at any stage during the provision of such services by the Consultant. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to close out the Consultant's services. In such event, the Consultant shall be paid by the Client for all services performed and for all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

If either Party to this agreement is in default in the performance of any of the Party's obligations set forth in this Agreement, the other Party may require that such default be corrected by written notice. If, within thirty (30) days of receipt of such notice, such default is not corrected, the other Party may immediately terminate this Agreement, without limiting any other right or remedy he or she may have.

If the Consultant is practising as an individual and dies before services have been completed, this agreement shall terminate as of the date of death and the Client shall pay for the services rendered and disbursement, incurred by the Consultant to the date of such termination.

1.8 Records and Audit

In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by, and the salaries paid to, staff employed on the Project.

The Client may inspect and audit the books, payrolls, accounts and records of the Consultant during regular office hours with respect to any item which the Client is required to pay on a payroll multiplier basis as a result of this agreement.

The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursements for which the Consultant claims payment under this agreement.

1.9 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, the employees, officers or agents of the Client may suffer as a result of the negligence or contributory negligence or wilful misconduct of the Consultant, the employees, officers or agents of the Consultant in the performance of this agreement.

APPENDIX G – DRAFT AGREEMENT

The Client shall indemnify the Consultant from any claims, damages, losses, and costs arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or wilful misconduct of the Client or its employees or agents in connection with the Project.

The Client shall hold harmless, indemnify and defend the Consultant from and against any and all claims, losses, damages, and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may solely arise out of the negligence of the Consultant in the performance of consulting services to the Client within this Project.

1.10 Contracting for Construction

The Consultant, or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant, shall not tender for any or all of the execution of the Project or have an interest either directly or indirectly in the construction of the Project, without the prior written consent of the Client.

1.11 Approval by Other Authorities

Unless otherwise provided in this agreement, should the work of the Consultant be subject to the approval or review of an authority, department of government, or agency other than the Client, preparation of applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and, unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.12 Changes and Alterations and Additional Services

The Client may, in writing at any time after the execution of the agreement or the commencement of the services, delete, extend, increase, vary or otherwise alter the services forming the subject of the agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall submit a written estimate of the costs to complete the extra work for review and authorization by the Client.

1.13 Standard of Care

The Consultant shall render services to the Client under this Agreement with that degree of care, skill, and diligence normally provided in the performance of such services in respect of projects of similar nature to that contemplated by this Agreement at the time and place that such services are rendered.

1.14 Law Governing the Agreement

This Agreement shall be governed by the law of the province of Ontario.

ARTICLE 2. RESPONSIBILITIES OF THE CLIENT

The Client shall:

- (a) undertake reasonable efforts to make available to the Consultant; access to and where necessary to all applicable documents pertaining to the Project, that are in the Client's possession;
- (b) review and respond to all documentation submitted by the Consultant, within two weeks unless agreed otherwise, to allow for orderly progress of the Consultant's services;
- (c) obtain all required consents, approvals and licences and permits from authorities having jurisdiction;
- (d) arrange and make provision for the Consultant's entry and access to public and private property and the Project site, including pre-arranged meetings with staff and Board members, in the performance of their duties;
- (e) arrange and pay for tender advertising;
- (f) designate in writing a representative to have authority to transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client as being accurate in the performance of the Consultant's services under this agreement.

ARTICLE 3. FEES, DISBURSEMENTS AND PAYMENT

3.1 Definitions

3.1.1 Project Deliverables

The "Project Deliverables" shall mean those as outlined in Section B of Appendix D – RFP Particulars.

3.1.2 Cost of the Work

- a) The "Cost of the Work" shall mean the total cost of the Project, including all materials, disbursements, sales taxes (excluding HST), labour and overhead and profit, necessary to complete the work for which the Consultant is responsible.

APPENDIX G – DRAFT AGREEMENT

- b) Wherever the Client furnishes labour or any other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the cost of the work.

3.2 Basis of Payment

3.2.1 Project Fee

The Client shall pay the Consultant a fee for the services described in Article 3. The total fee shall not exceed \$50,000.00, exclusive of the Harmonized Sales Tax, but inclusive of disbursements. These fees shall not be exceeded without the prior written consent of the Client.

3.2.2 Disbursements

Disbursements are those direct costs and charges incurred for the Project including but not limited to the following: transportation; meals and lodging; mail; Project specific insurance; Project specific equipment and/or supplies; Consultants standard rates for mileage; telecommunication services and reprographics.

The Consultant may request payment for additional expenses incurred on behalf of the Client, provided these additional expenses extend beyond the scope of the original services and are initiated and authorized by the Client. The Consultant shall provide a detailed report of these items for which reimbursement is being requested.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all services completed in the immediately preceding month. Interest at the annual rate of 12% (1% monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Final Payment

Payment to the Consultant will be limited to 90% of the amount specified in Section 3.2.1 until the final Project Deliverables pursuant to Section 3.1.1 have been provided to the Client.

3.3.3 Upset Limit

No payments in excess of the amounts specified in 3.2.1 will be made by the Client unless additional services, pursuant to Section 1.12 or reimbursable expenses, pursuant to Section 3.2.2, have been authorized in writing by the Client.

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IN WITNESS THEREOF the parties hereto have caused to be executed those present by their officers properly authorized in that behalf on the day and year first above written.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

[Consultant Name]

, Principal

Witness

NIAGARA PENINSULA CONSERVATION AUTHORITY

Peter Graham; Acting Chief Administrative Officer

Witness