

Request for Proposal

for

**DETAILED DESIGN AND CONSTRUCTION ADMINISTRATION
FOR THE RECONSTRUCTION OF REGIONAL ROAD 20 (WEST
ST), IN THE TOWNSHIP OF WEST LINCOLN**

Request for Proposal No.: **2017-RFP-19**

Issued: **Tuesday, August 29, 2017**

Submission Deadline: **2:00 PM on Tuesday September 19, 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 **Detailed Design and Construction Administration assignment for the Reconstruction of Regional Road 20 (West St), Township of West Lincoln**, as further described in Appendix D – RFP Particulars (the “Deliverables”).

This Request for Proposal is for the engineering services required to prepare the detailed design, contract drawings and specifications, and to provide contract administration including inspection services for the reconstruction of Regional Road 20 (West St) from South Grimsby Road 6 to Griffin Street, in the Township of West Lincoln.

The project will include the detailed design of the road improvements, a new round-a-bout, new traffic signal, urbanization, drainage improvements, roadway lighting, local sanitary sewer and watermain replacement, coordination of utility relocations and property acquisitions as required.

The Successful Proponent is to carry out a review of the Environmental Study Report completed by Amec Foster Wheeler, dated March 2016 and the Issued for Tender Drawings for the reconstruction of South Grimsby Road 5/ Regional Road 20 intersection. The Successful Proponent is to confirm the recommendations contained in that ESR and applicable appendices, review all available data and analyze the traffic impact from any proposed developments in the area. The need for further technical analysis and additional data, are to be identified in the Successful Proponent’s proposal. There are specific requirements dealing with the natural environment and the proponents proposal shall address these requirements, and shall be deemed part of the assignment.

The Successful Proponent shall work with the NPCA to determine the impacts the proposed construction have on the environment and must determine the requirement for a permit from the NPCA. The work required to obtain the permit from the NPCA is to be included, except the permit application fee (this will be covered by the Region).

The proponent will carry out a stage 2 Archaeological Assessment as recommended in the ESR. This Stage 2 assessment will require involvement from the Aboriginal community. The Aboriginal communication protocol shall be followed as identified in project specific task and shall be deemed part of this assignment.

The Successful Proponent will confirm capacity and traffic deficiencies by using existing reports/data. If deemed necessary, the Successful Proponent may utilize computer modeling in order to establish the road improvements. Storm sewer investigations may be required to determine existing and potentially new storm outlets.

The Region intends to commence construction in 2018, but utility relocations and property acquisitions are to be undertaken in late 2017, early 2018. That being the case, Successful Proponents are to prepare a realistic schedule that considers design, utility relocations and

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construction commencement dates. The schedule will be carefully considered in the review of the proposals.

In carrying out this assignment, it is important that the Successful Proponent note that the subject road section is subject to scrutiny by the local residential and commercial community. West Street carries traffic flows with an average annual daily traffic of 8,400 (2014).

An ongoing, proactive public consultative program must be established and maintained to address the impact to business and residents including access, noise and dust. There will be 1 public meeting prior to the construction.

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](http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf) (<http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf>) (“Niagara Region’s By-law”). It is the proponent’s responsibility to become familiar with and comply with Niagara Region’s By-law.

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:

Wei Chen (Tim), MBA, CSCM, CPPB
Purchasing Agent, Procurement and Strategic Acquisitions
Enterprise Resource Management Services
Niagara Region tim.chen@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.

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*

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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	Tuesday August 29, 2017
Deadline for Questions	Tuesday September 12, 2017
Deadline for Issuing Addenda	Wednesday September 13, 2017
Submission Deadline	2:00 PM on Tuesday September 19, 2017
Public Opening	2:15 PM on Tuesday September 19, 2017
Anticipated Date for Entering into Contract	Around 2 – 3 weeks after the closing date

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

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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 **Four (4)** 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.

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.

In addition to the Form of Proposal, the Proponent shall provide a brief Proposal, either in text or tabular format.

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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.

Title Page

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Understanding of Project - (8 ½ x 11" single sided)

- Describe the project objectives and key issues/risks including an action plan for dealing with them during the design phase.
- Describe the philosophy and approach to addressing the requirements of the deliverables.
- Identify any proposed innovative concepts/alternatives to the Scope of Work and describe the added value that these alternatives would provide to the project
- Disclosure of any perceived conflict of interest
- Identify commitment (time and resources) expected to be provided by Region Staff

Project Team – (8 ½ x 11" single sided)

- Describe the role of the Project Team Members and describe how their skills and experience relate directly to this role and the project objectives
- Provide the percentage availability of each Project Team Member to who will be dedicated to work on this assignment and include in the text of the Proposal a commitment to the Region that the Project Team will be available to work on this project according to the man-hour breakdown provided with the Proposal submission.
- All sub-consultants shall be clearly identified including their defined scope of work and the specific role of each Project Team Member from each sub-consultant.

Work Plan – (11 x17" single sided)

- A detailed time/task matrix with the following components:
 - Work Plan addressing the tasks outline in the scope of work complete with defined deliverables to address all required items for a successful completion of the project
 - Clearly identify tasks for QA/QC reviews for this assignment
 - Identify estimated number of drawings to be provided at the Preliminary and Detailed Design Phases
 - Include the name of each Project Team Member including their role, place of employment who will be dedicated to work on the project including their years of experience
 - Identification of any sub-consultants who will assist the proponent on the assignment
 - Provide man-hour breakdown showing estimated man-hours required to complete each task broken down by Project Team Member, with subtotals for each phase of the project and the total hours for the project
 - Staff hourly rates and cost amount shall **not** be included

Schedule - - (11 x 17” single sided)

- Provide a detailed schedule in Gantt chart format that illustrates a proposed critical path for completion of the assignment including start and finish dates for the various tasks in the Work Plan, the timing of meetings and workshops and the submission of project deliverables.

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 **120 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

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

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, Niagara Region is under no obligation to return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

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Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement 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.

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.

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:

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- (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:

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- (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
- (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

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

(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 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:

[Insert Name of Project or Brief Description of Deliverables – should match the description used as the title of the RFX document]

is comprised of the following documents, which are collectively referred to as the “Contract” and attached hereto as Schedule “A”:

- (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 [*Insert RFX Document Name and #*] , 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

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

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.

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

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.

F. Specific Provisions

[*Insert any additional contract performance terms, including identifying any specific individuals responsible for delivery. In addition, indicate if there are modifications to the Standard Terms and Conditions in Schedule 2 and note any express deletions from Supplier’s Submission or negotiated changes to the Solicitation Document, if applicable*]

F.1 Additional Insurance Requirements

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

1) Professional/Errors and Omissions Liability

- a) Errors and Omissions insurance insuring the Supplier in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim.
- b) The coverage under the Errors and Omissions policy shall be maintained continuously during the term of this Contract and for two (2) years after the termination or expiration of this Contract and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services. If coverage under the policy is cancelled within the two (2) year period after the termination or expiration of this Contract, the Supplier shall provide Niagara Region with notice within thirty (30) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

2) Other Insurance

Any other type (e.g. include under CGL policy - XCU, Asbestos, Sexual Abuse & Molestation, and/or Electronic Data/Cyber Liability Environmental), form or as otherwise may be required from time to time as identified at any time by either party.

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.

7. Proposal Irrevocable

The proponent agrees that its Proposal shall be irrevocable for a period of **120 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 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
Representative

Signature of Proponent

APPENDIX B – FORM OF PROPOSAL

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

Please see the following.

APPENDIX C – PRICING FORM

REGION OF NIAGARA
PUBLIC WORKS DEPARTMENT

Excluding H.S.T.

Project: _____

Engineering Firm: _____

I. DETAILED DESIGN

1. Engineering	\$ _____
2. Disbursements	\$ _____
Total	\$ _____

II. PRE-TENDER/APPROVALS/PERMITS/TENDERING

1. Engineering	\$ _____
2. Disbursements	\$ _____
Total	\$ _____

TOTAL (SECTIONS I & II) \$ _____

Provisional Items:

- The following Provisional Items will be evaluated but will not be awarded at this stage.

III. CONTRACT ADMINISTRATION & INSPECTION

Daily per diem \$ _____ x 150 Working days	Total \$ _____
--	----------------

IV. PROJECT CLOSEOUT

1. Engineering	\$ _____
2. Disbursements	\$ _____
Total	\$ _____

TOTAL (PROVISIONAL ITEMS – SECTION III & IV) \$ _____

GRAND TOTAL (ALL SECTIONS I, II, III & IV) \$ _____

COMPANY:	SIGNATURE:
----------	------------

- Grand Total of Items I, II, III & IV will be financially evaluated, but only Total of Items I & II will be awarded at this stage.

Appendix D – RFP Particulars

A. The Deliverables

Background

Regional Road 20 (West Street) is a major east west arterial roadway extending from the west limit of the Niagara Region to the east Limit of the Region. This section of roadway particular to this assignment runs from South Grimsby Road 6 to Griffin St, in the Township of West Lincoln. This section was the subject of a Municipal Class Environmental Assessment completed in March 2016 by Amec Foster Wheeler. The purpose of the Class EA was to address deteriorating roadway surface conditions, drainage concerns as well as operational issues resulting from increased use of this roadway.

Land use within the study area is primarily residential/ commercial and agricultural. The preferred solution recommended from the Environmental Study Report includes:

Regional Road 20 (West Street) from South Grimsby Road 6 to Griffin St;

- Urbanization of entire section
- On road cycling Facilities
- replacement of existing local watermains and sanitary sewer
- New round-a-bout at the intersection of S Grimsby Rd 6 and RR20, and a new signalized intersection at RR20 (West St) and RR14 (Station St)

Project Tasks

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

1. A review of available maps, digital aerial photos, and previous contract plan and profile drawings, if available.
2. Review the existing traffic data, all available reports and studies, and transportation requirements and confirm the conclusions from the Environmental Study Report prepared by Amec Foster Wheeler, dated March 2016.
3. A total station survey of the existing conditions is to be completed in accordance with the attached **Terms of Reference for Topographical Survey (please access FTP site to read details)** and according to the Region's standard format. The survey is to extend from 200 metres west of S. Grimsby Rd 5 to the intersection of RR20 and RR14. The survey shall extend approx. 50m west along RR14 and 50m east along RR20 from this intersection. This survey shall also include the full length of Wade Rd. All intersecting side streets or major entrances are to be surveyed a minimum of 50 metres from the closest West Street right of way property line. All other driveways, entrances and parking areas are to be adequately survey to show all detail within at least 20 metres of, and

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beyond the road right-of-way. The survey shall address the adjacent water course. The survey crew shall be responsible for obtaining utility locates prior to completing this survey and these field locates shall be included as part of the base plan topographical survey.

4. Prepare the **Terms of Reference for Geotechnical Investigation** and retain the geotechnical consultant directly. A sample Terms of Reference is attached (**please access FTP site to read details**) for your reference indicating the base Regional requirements. This sample Terms of Reference is a new requirement on Regional Transportation projects. This Terms of Reference may be edited by the Successful Proponent, as necessary, to address the specific requirements of this project. The Terms of Reference is to be reviewed with the Region prior to the commencement of any geotechnical investigations. The Successful Proponent is to retain the geotechnical engineer directly as a sub-consultant and include the geotechnical fees in their proposal. This geotechnical investigation shall address all aspects required for the road reconstruction, new sidewalk on south side of RR20, sanitary sewer and watermain replacements and address the most likely occurrence of contaminated material.
5. Review adequacy of the existing road structure and sub-soil conditions based on geotechnical report.
6. Review alternatives and provide recommendations for the road improvements and widening, intersection improvements and drainage improvements, including the suitability of native sands, gravel, and soil for construction.
7. Meet at least monthly with Regional staff, review design standards, and prepare design criteria sheet as per Regional format for review and approval. Refer to General, below.
8. Confirm existing storm drainage facilities, review, confirm and/ or create catchment area plans and outlets in order to design, obtain approval (ECA and/or MOE) to construct the require storm sewer. This may involve a flush and TV inspection of existing storm sewer systems. The region will pay for the TV and Flush, but the consultant shall bare all other related costs to these storm sewer investigations.
9. Identify property and easement requirements, and illustrate clearly on base plan to assist the Region's Property Coordinator in obtaining the necessary property/easements. Provide detailed drawings for each individual Lot for each property acquisition.
10. Provide utility companies with base plans and preliminary design drawings for them to plot or verify underground plant, and identify potential conflicts. Liaise with utility companies to identify relocation work required. Successful Proponent shall obtain cost estimates from utilities. This may include co-ordination of test digs including ties (i.e.

APPENDIX D – RFP PARTICULARS

location and elevation) to existing facilities. The consultant shall make themselves available to be on-site during test digs, and tie in the location, depth and verify size of the utility, Region will pay contractor for actual dig, and consultant fees shall be included in their proposal. The Successful Proponent shall be prepared to clearly indicate, on site, the location of the proposed works for the utility companies, if necessary. Allow for attendance at two general coordinating meetings and up to three meetings with each affected utility. The Successful Proponent is to commence discussions with utilities as soon as possible to ensure relocations are completed prior to the start of construction by the Region's contractor.

11. Prepare cost sharing calculations. Preliminary cost estimates are to be prepared for the Region and Township as soon as possible for budgeting purposes. Allow for at least four co-ordination meetings with Region and Township staff. Storm sewer may be cost shared between Region and Township.
12. Review pedestrian access and provide recommendations on safe pedestrian movement. Special attention shall be given to the new sidewalk required along the south side of RR20. This sidewalk will continue from where existing sidewalk terminates on the east side and continue to where the newly constructed sidewalk is being placed in spring of 2017. A Review of the Sidewalk Feasibility Study shall be part of this assignment. Option (1) shall be advanced and included in the detailed design.
13. Review existing parking prohibitions and restrictions and identify any road sections where there are new or revised prohibitions or restrictions required as a result of the final design.
14. Review all intersections for the need to provide auxiliary lanes and traffic control facilities. Review if the recommendations included in ESR.
15. The Successful Proponent shall carefully consider trees along the corridor, and prepare a design that minimizes the number of trees removed. The Region's arborist will undertake a visual inventory of trees throughout the project limits and advise of any trees that are to be removed due to condition. The Successful Proponent is to meet with the Region's Forestry staff to review the inventory, prior to undertaking their design. The Successful Proponent is to demonstrate what trees require protection and how the protection is to be completed. The Successful Proponent shall be prepared to undertake their own tree inventory if and when a more detailed inventory and investigation is required.
16. Arrange and attend one public meeting to inform the public of the recommended design prior to construction. Prepare Notice for public advertisements, comment sheets, displays and PIC comment responses.

APPENDIX D – RFP PARTICULARS

17. Contact applicable review agencies and obtain all necessary approvals, these may include but not limited to MTO, MOE, NPCA, CNR, DFO, NEC, MNR, etc. This may include a number of meetings. It is the Successful Proponent's responsibility to determine the applicable approval agencies, and the required information each applicable agency may require. All submissions shall be complete and comprehensive. Allow for at least two meetings with each individual approval agency.
18. Resolve any corridor specific issues relative to proposed roadway improvements that may arise, including meetings with individual stakeholders.
19. Complete detailed design for road and drainage improvements, intersection improvements and storm drainage systems. Prepare construction drawings including plans, profiles and cross sections, and specifications all in accordance with the Region's Standards.
20. Prepare line-marking and sign replacement/installation drawing for review and inclusion with contract drawings in accordance with the Region's standards and the Manual of Uniform Traffic Control Devices. Undertake a sign inventory, complete with sign details and location. Liaise with City regarding site specific advertisement/information signboards.
21. Provide drawings and specifications in sufficient quantity (40 copies) for tendering. (Note: One additional set shall be reduced to ledger size for Regional Niagara). All drawings shall conform to the Regional Niagara Guide for Production of Engineering Contract Drawings. Specifications shall be based upon the **Niagara Peninsula Standard Contract Document**, and the **Ontario Provincial Standards and Specifications**. All drawings and specifications shall be prepared in accordance with all relevant codes and standards.
22. Assist Regional Niagara staff during tendering, including the tender review and bid comparison, and provide recommendations regarding the tender award. Regional staff will complete the math check.
23. Prepare cost-sharing breakdowns (after tender closes) complete with details and rationalization. Allow for one meeting with Region and Township staff.
24. Contract Administration including general administration and inspection services during construction shall be provided as a provisional item. The award for the design assignment may not include the Contract Administration and Inspection. The Contract Administration and Inspection may be awarded at a later date, and will be at the sole discretion of the Niagara Region. The Successful Proponent, on behalf of the Region, shall ensure that the work conforms to the contract documents, drawings, and

APPENDIX D – RFP PARTICULARS

specifications. The Successful Proponent shall carry out the duties of “the payment certifier” pursuant to the provisions of The Construction Lien Act, S.O. 1983, Chapter 6. All services to be provided by the Successful Proponent shall conform to the procedures outlined in the Construction Manual of MTO except to the extent exempted in writing by the Region. The extent of the consultant’s duties are as follows:

GENERAL ADMINISTRATION

1. Advise the construction Contractor on the Successful Proponent’s interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period, as required.
2. Review for Region’s approval the construction schedule proposed by the Contractor and comment on the procedures, methods, and sequence of work.
3. Review shop drawings submitted for general compliance with the design requirements.
4. Arrange bi-weekly site meetings. Minutes to be prepared and distributed to all parties within 7 days.
5. Consider and advise on alternative methods, equipment, and materials proposed by the Contractor.
6. Advise on the validity of charges for additions or deletions and advise on the issue of change orders, when requested including the preparation of change orders.
7. Approve Contractor’s progress and final payment certificates.
8. Maintain adequate records related to the construction contracts including the issuance of weekly working days statement.
9. Working Days form, Payment Certificates and Change Orders are to be prepared in accordance with the Region’s Standards.
10. Modify contract drawings to show the ‘as-built’ work and provide reproducible and digital copies of these drawings to the Region.
11. Make visits to the site at appropriate times during construction to review general conformity of the work with plans and specifications.
12. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.

APPENDIX D – RFP PARTICULARS

13. Report on the construction to the Region with respect to progress, cost, and schedules.
14. Prepare monthly construction update newsletters and distribute to adjacent properties.
15. Obtain warranties and guarantees.
16. Provide a certificate of substantial performance and final completion.
17. Prepare final cost sharing schedule.
18. Utilize the Regions Request for Information and Site Instruction protocol during construction. Forms will be provided.

CONSTRUCTION INSPECTION

1. Provide reference line and elevation to the Contractor. Check and record the Contractor's line and grade regularly.
2. Report to the Region and make recommendations if the Successful Proponent determines that the Contractor is not carrying out their work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform to plans and specifications.
3. Arrange for, or carry out, all necessary field testing and inspection of materials and equipment installed. Results of all tests are to be provided to the Region promptly.
4. Investigate, report, and advise on unusual circumstances, which come to the Successful Proponent's attention during construction.
5. Liaise with property owners to address issues and concerns.
6. Distribute construction update newsletters to adjacent properties.
7. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period, and as part of the acceptance program of the Region.
8. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built'.
9. Maintain sufficient data to determine periodic progress of the work.

APPENDIX D – RFP PARTICULARS

10. Review Contractor's request for payments as to progress, quantities of work completed, and materials delivered to the site and advise the Region.
11. Prepare Contractor's payment certificates.
12. Inspector shall be prepared to be onsite for 10 hours for each working day. This is required as per Section 5 of this RFP.

GENERAL

1. Prepare reports, cost estimates, cost-sharing details, and scheduling information, as required. Cost estimates are to be updated on a regular basis and upon any major change in the design, and forecasted remaining costs shall be shown.
2. Allow for monthly meetings with the project team during design. This will include the Project Manager and representatives from the Regional departments of Operations, Properties, Planning, and Traffic, and representative(s) from the local municipalities, and any other relevant stakeholder group. The Successful Proponent will be responsible for arranging, and distributing notice of the meetings. All relevant correspondence, outstanding issues, and resolutions will be noted in the minutes of these meeting.
3. Attend meetings; record, and distribute minutes of all meetings including informal meetings with stakeholders. Minutes are to be distributed no later than one week after the meeting.
4. The Successful Proponent will submit regular invoices with an attached project status report including: on a task by task basis, the upset budget, expenditure to date, budget remaining, and percent task completed.
5. Prepare Payment Certificates, Change Orders and Working Day Summary sheets. A spreadsheet is to be provided with each payment in both hard copy and digitally. The spreadsheet is to include a variance column to monitor actual payment quantities as the project progresses. Provide explanation for variance increases of more than 20%. Change Orders are to be discussed with the Project Manager before approval.
6. Prepare as-built drawings, including disk copy (AutoCad).

RESOURCES TO BE PROVIDED

Niagara will provide the Successful Proponent with the following:

1. Fee Summary Forms, Change Order Forms, Payment Certificate Forms;

APPENDIX D – RFP PARTICULARS

2. All available plans, field notes and construction information, traffic data, and pavement condition surveys or studies;
3. Legal surveys and property information and property negotiation services;
4. Tender document distribution and formal tender opening.

REFERENCES

The following references are available for viewing at Regional Niagara:

1. Regional Niagara Guide for Production of Engineering Contract Drawings.
2. Regional Niagara Design and Operations of Traffic Signals (Standards and Specifications)

B. Material Disclosures

File Transfer Protocol Site (FTP Site)

The Appendices/documents can be downloaded from the File Transfer Protocol (FTP) site, using File Zilla software. The details of the FTP site are as follows:

FTP Site: <https://filezilla-project.org/download.php?type=client>

Host: <ftp.niagararegion.ca>

Username: nrpurupload4

Password: NRPup!!!

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 required

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.

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CRITERIA	Weighting %	Points (0-10)	Weighted Points
1. PROPOSAL (first envelope)			
Project Manager & Senior Staff (20%)			
• Qualifications specific to project	10%		
• Past experience on similar projects	10%		
Technical Support (10%) (including sub consultants)			
• Qualifications specific to project	5%		
• Past experience on similar projects	5%		
Understanding of Project (40%)			
• Identification of key issues, approach and methodology	20%		
• Innovation/Concepts/Options/Alternatives considered	5%		
• Compliance with Terms of Reference	5%		
• Schedule and Detailed Work Plan	10%		
SUBTOTAL – Technical Proposal	70%		
2. FEE PROPOSAL (second envelope)	30%		
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.

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

Pricing is worth **30** points. The proponent’s price is determined by **Grand Total of Items I, II, III & IV.**

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

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

Grand Total of Items I, II, III & IV will be financially evaluated, but only Total of Items I & II will be awarded at this stage.

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.

APPENDIX E – CONDITIONS OF AWARD

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

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
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 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.

APPENDIX F – BID IRREGULARITIES

<u>IRREGULARITY</u>		<u>RESPONSE</u>
	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.
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 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	Automatic rejection

APPENDIX F – BID IRREGULARITIES

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
	restricted by an attached statement).	
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 Commissioner of Enterprise Resource Management 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