

Request for Proposal

for

**Glenridge Landfill Gas Collection Flaring System
Decommissioning**

Request for Proposal No.: **2017-RFP-30**

Issued: **Friday July 28, 2017**

Submission Deadline: **2:00 PM Thursday August 24, 2017**

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

TABLE OF CONTENTS

Part 1 – Invitation and Submission Instructions.....	1
1.1 Invitation to Proponents.....	1
1.2 Niagara Region’s Procurement Bylaw	1
1.3 Niagara Region Contact	2
1.4 Accommodations for Proponents with Disabilities.....	2
1.5 Contract for Deliverables	2
1.6 RFP Timetable	3
1.7 Proponent Meeting.....	3
1.8 Proposal Submission.....	4
Part 2 – Evaluation and Ranking.....	11
2.1 Stages of Proposal Evaluation.....	11
2.2 Stage I – Mandatory Requirements	11
2.3 Stage II – Rated Criteria	11
2.4 Stage III - Pricing.....	11
2.5 Stage IV - Ranking and Selection of Top-Ranked Proponent	11
Part 3 – Terms and Conditions of the RFP Process	12
3.1 General Information and Instructions.....	12
3.2 Communication after Issuance of RFP	13
3.3 Finalization of Contract, Notification and Debriefing	14
3.4 Conflict of Interest and Prohibited Conduct.....	16
3.5 Confidential Information.....	19
3.6 Reserved Rights, Limitation of Liability and Governing Law	20
Appendix A – Contract Terms and Conditions	24
Appendix B – Form of Proposal.....	30
Appendix C – Pricing Form	33
Appendix D – RFP Particulars.....	36
A. The Deliverables	36
B. Material Disclosures.....	59
Site: nrpurupload8.....	59
C. Mandatory Requirements.....	59
D. Rated Criteria.....	60
E. Evaluation and Ranking Method.....	61
Appendix E – Conditions of Award.....	63
Appendix F – Bid Irregularities	65
Appendix G - Pre-Start Health and Safety Review.....	68
Appendix H - Monthly Project Status Report.....	71

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 **Glenridge Landfill Gas Collection Flaring System Decommissioning**, as further described in Appendix D – RFP Particulars (the “Deliverables”).

As a result of the recent receipt of an amended Environmental Compliance Approval (ECA) from the Ministry of the Environment and Climate Change (MOECC), Niagara Region, Waste Management Services Division is seeking to decommission the Landfill Gas Collection and Flaring System (LGCFS) at the Glenridge Quarry Naturalization Site (Glenridge Quarry), and the Odour Control Facility (OCF) to the north of the site.

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.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.3 Niagara Region Contact

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

Lesley Monette

Junior Buyer

905-980-6000 x3315

lesley.monette@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 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. The term of the Contract is estimated to be a period of two years.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.6 RFP Timetable

Issue Date of RFP	Friday July 28, 2017
Proponent Meeting (see details below)	2:00PM on Wednesday August 9, 2017
Deadline for Questions	Noon, Wednesday August 17, 2017
Deadline for Issuing Addenda	Thursday August 18, 2017
Submission Deadline	2:00 PM on August 24, 2017
Public Opening	2:15 PM on August 24, 2017
Anticipated Date for Entering into Contract	September 18, 2017

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

1.7 Proponent Meeting

The proponent meeting will be held on **Wednesday August 9, 2017** commencing at **2:00 PM** local time at:

**Glenridge Quarry Naturalization Site Parking Lot
1860 Sir Isaac Brock Way, St. Catharines, ON L2T 4C2**

It is the proponent’s responsibility to attend the proponent meeting and to make necessary inquiries to determine the amount and character of the work involved prior to submitting a proposal. No allowance will subsequently be made for any errors or omissions on the part of any proponent.

Attendance at the proponent meeting is **mandatory**. Proponents will be required to sign an attendance sheet confirming their attendance at the mandatory proponent meeting. Only proposals received from proponents who attend the proponent meeting and sign the attendance sheet shall be considered. Proponents who arrive after the proponent meeting has commenced may not be permitted to sign the attendance sheet.

1.8 Proposal Submission

1.8.1 Proposals Must Be Submitted to Prescribed Location

Proposals must be submitted at:

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

1.8.2 Proposals Must Be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. Niagara Region does not accept any responsibility for 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 **4** (four) 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.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

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.

The Proposal should be limited to the maximum of total 16 Pages (single sided) minimum 12 point Arial font.

The Proposal 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.

Proponents who fail to provide any of the information/documentation requested as part of the Technical / Management submission will receive a zero score for that particular category, and at the sole discretion of the Region, may result in the submission being rejected without further evaluation. The submissions are to be categorized chronologically as itemized in the following table, divided by labelled tabs.

1. Project Manager and Senior Staff

- a) Describe the role of the Project Manager and Senior Staff and describe how their skills and experience are specific to the project and its objectives
- b) Explain how the past experience of the Project Manager and Senior Staff on similar projects relates to this project

2. Technical Support

- a) Describe the role of the Technical Project Team Members, including sub-consultants and describe how their qualifications are specific to this project and its objectives.
- b) Explain how the past experience of the Technical Project Team Members on similar projects relates to this project
- c) Provide the percentage availability of each Technical Project Team Member who will be dedicated to work on this assignment and include in the text of the Proposal a commitment to the Region that the Technical Project Team will be available to work on this project according to the man-hour breakdown provided with the Proposal submission as well as their knowledge of the Region.

3. Experience and Past Performance Record on Regional and/or Similar Projects

a) Scope, Budget (Engineering Fees / Construction Cost), & Schedule Variances

In table format, please provide the Proponent’s experience as it relates to the subject matter of the RFP, including project examples. For each project, please list a description of the contract, client, location, the dollar value, year, project duration, team members involved and project successes, challenges and how they were overcome, was project completed on time and on budget, final cost compared to budget, comment on the ability to control cost and scope for each project, name and contact information of client references. The projects must be of a similar scale and complexity, on which at least three proposed key team members contributed to a significant degree.

A minimum of three project examples must be included.

The Region reserves the right to contact the references.

Project control processes for cost and scope control, risk management conflict resolution are essential to project control. Briefly describe the Proponent’s approach to and implementation of these practices and what action will be taken to restore the schedule of unforeseen circumstances arise. Include a description of what action will be taken to restore the schedule if unforeseen circumstances arise.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

Provide a description of anticipated conflicts and problems that may arise throughout the course of the Project as well as a brief statement on how they would be dealt with.

b) Responsiveness to Project Related Requests

Detail best practice for meeting both set and imposed deadlines and prioritization method to complete work within such deadlines.

c) Liaison with Public Stakeholders, Approval Agencies, Contractor and Region

Utilizing the Proponent's response to Section 3.a), please provide details in regards to how the Proponent worked with the different noted groups. It is expected that the information provided in response will be reflective of experience of the Project Team assigned to this project.

d) Availability of the Project Manager

Please provide clarity in regards to the availability of the Project Manager and his/her ability to dedicate the time necessary to see this project completed.

Provide the location of the proposed project management office, and describe the ability of the Proponent to provide local project administration (routine communications and meetings with Region staff) at no additional cost to the Region.

4. Understanding of Project

A clear description of the Proponent's understanding of this assignment, based on the information provided by the Region and the Proponent's knowledge and experience.

Describe how the Proponent will address the requirements. Indicate any major difficulties anticipated in implementing the project requirements including project deliverables.

a) Approach and Methodology

- Describe the approach and methodology to be followed in completing all aspects of the RFP. Outline strategies, philosophies and proposed process for completing the work as described

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

- Describe the project objectives and key issues/risks including an action plan for dealing with them during the design phase.
- Disclosure of any perceived conflict of interest
- Identify commitment (time and resources) expected to be provided by Region Staff

b) Innovation

Please provide a detailed explanation in regards to how a new device, idea or method could be employed and how it would still achieve the objectives of the Scope of Work that has been articulated in the RFP.

Incorporate any refinements to the stated requirements, which you believe are appropriate.

c) Compliance with Terms of Reference

As part of evaluating the submissions, the Region will assess how the Proponents have confirmed that they will comply with deliverables.

Responses that incorporate excessive blocks of text that have been copied directly from the RFP will not be regarded as demonstrating an understanding of the requirements.

d) Concepts/Options/Alternatives considered

Identify and provide concepts/options/alternatives to the Scope of Work and describe the added value that these alternatives would provide in the successful completion of the project.

e) QA/QC Policy

Articulation of the quality management plan including quality assurance/quality control methodologies to be implemented on the Project, as well as the identification of the staff member charged with this responsibility.

f) Schedule and Detailed Work Plan

Schedule

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

A Gantt chart schedule (11X17" single sided) in weekly increments showing start and finish dates for the various activities incorporated in the work plan. Include milestones, interim and final deliverables

Include the dates of all proposed meetings and the requirements for client-supplied information/decisions that are required to maintain the proposed schedule.

The schedule should include a detailed responsibility assignment matrix that identifies the person who will be conducting the work, the level of effort, how the work will be carried out and the hours required.

An additional copy of the above project schedule with hourly rates for each individual and associated disbursements added to the chart are to be submitted in the separate pricing envelope. Summarize applicable disbursements including travel, telephone, fax charges, plotting and printing, and courier charges. Attach a separate table detailing innovative services that are included in the proposed fee (Value-Added Items) and suggested services/deliverables that are not included within the proposed fee.

Detailed Work Plan

A detailed time/task matrix with the following components:

- Detail 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

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

- For each Project Team Member provide two metrics in relationship to their commitment to the project:
 - The percentage of the Project Team Members time committed to the project as compared to their total hours of work; and
 - The percentage of the Project Team Members time committed to the project as compared to the total amount of time the consultant has committed to the project
- Staff hourly rates and cost amount shall not be included

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

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.

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1.5 Examination of Site

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

3.1.6 Proponents Shall Bear Their Own Costs

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

3.1.7 Proposal to Be Retained by Niagara Region

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

3.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the 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

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

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

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

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:

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

- (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:

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

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

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

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

3.4.2 Disqualification for Prohibited Conduct

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

3.4.3 Prohibited Proponent Communications

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

3.4.4 Proponent Not to Communicate with Media

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

3.4.5 No Lobbying

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

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

- (a) “Lobbying” means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.
- (b) Proponents, their staff members, or anyone involved in preparing a proposal, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region’s staff and anyone involved in preparing the RFP or participating in the proposal evaluation process, and members of Council.
- (c) Niagara Region may reject any proposal by a proponent that engages in lobbying, without further consideration, and may terminate that proponent’s right to continue in the procurement process.

PART 3 – TERMS AND CONDITIONS OF THE RFP 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;

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

- (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

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

- (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;
- (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;

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

- (l) cancel this RFP process at any stage;
- (m) cancel this RFP process at any stage and issue a new RFP for deliverables the same as or similar to the Deliverables;
- (n) accept any proposal in whole or in part; or
- (o) reject any or all proposals;

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

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

(a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and

(b) the proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profits or loss of opportunity by reason of Niagara Region's decision not to accept the proposal submitted by the proponent, to enter into a contract with any other proponent or to cancel this RFP process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.6.3 Governing Law and Interpretation

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

(a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

(b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and

(c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

Appendix A – Contract Terms and Conditions

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

2017-RFP-30 Glenridge Landfill Gas Control Flaring System Decommissioning

means and is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) the Purchase Order issued by Niagara Region inclusive of the Purchase Order Terms and Conditions found at www.niagararegion.ca/business;
- (b) the 2017-RFP-30 Glenridge Landfill Gas Control Flaring System Decommissioning, including any addenda, (the “Solicitation Document”); and
- (c) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

Save as specifically provided below, 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. Notwithstanding the general precedence provided herein, the terms of this Appendix “A” shall take precedence over the definition of “Contract” contained in the Purchase Order Terms and Conditions noted above.

Similarly, the Insurance Provisions below herein shall take precedence over the Article 6.01 contained in the Purchase Order Terms and Conditions noted above:

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

APPENDIX A – CONTRACT TERMS AND CONDITIONS

(a) Commercial General Liability Insurance

Commercial General Liability insurance for all Deliverables to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy will be extended to include:

- Bodily injury, death and property damage
- Cross liability and severability of interest
- Blanket contractual
- Premises and operations
- Personal and advertising injury
- Broad form property damage
- Products and completed operations
- Owner's and contractors protective
- Non-owned Automobile to a limit of not less than two million dollars (\$2,000,000)

The policy shall be endorsed to:

- Include Niagara Region as an additional insured; and
- Contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

(b) Automobile Insurance

Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than two million dollars (\$2,000,000).

Proof of automobile insurance will not be required if the Supplier provides a signed letter stating that they do not own or lease vehicles.

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:

2017-RFP-30 Glenridge Landfill Gas Control Flaring System Decommissioning

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

- (d) this Agreement;
- (e) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as **Schedule 1**;
- (f) Form of Agreement Terms and Conditions found at www.niagararegion.ca/business
- (g) the 2017-RFP-30 Glenridge Landfill Gas Control Flaring System Decommissioning, including any addenda, (the “Solicitation Document”); and
- (h) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

2. Interpretive Value of Contract Documents

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

3. Execution

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

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

The objective of this assignment is to assist the Region in determining an appropriate decommissioning strategy for the LGCFS and OCF at the Glenridge Quarry. In addition, provisional pricing is being requested to oversee the Tender and Construction of the project. This will be facilitated by the Region requesting proposals from consulting engineering firms.

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:

Peter Kryger
905-980-6000 x3736
peter.kryger@niagararegion.ca

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*]

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.

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

APPENDIX B – FORM OF PROPOSAL

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 **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 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

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

APPENDIX C – PRICING FORM

**REGION OF NIAGARA
PUBLIC WORKS DEPARTMENT
SUMMARY OF ENGINEERING FEES AND DISBURSEMENTS
Excluding H.S.T.**

Project: 2017-RFP-30 Glenridge Landfill Gas Collection Flaring System Decommissioning

Engineering Firm: _____

I. PROJECT INITIATION

1.	Engineering	\$ _____
2.	Meetings	\$ _____
3.	Disbursements	\$ _____
4.	SUE Investigation	\$ _____
Total		\$ _____

II. CONCEPTUAL DESIGN - DECOMMISSION AND DEMOLITION STRATEGY

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

III. PRELIMINARY ENGINEERING DESIGN

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

IV. DETAILED DESIGN

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

V. PRE-TENDER/APPROVALS/PERMITS/TENDERING

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

GRAND TOTAL (SECTIONS I, II, III, IV AND V) \$ _____

- Only the Grand Total Sections I, II, III, IV and V will be awarded at this stage.

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

APPENDIX C – PRICING FORM

Provisional Items:

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

VI.	CONTRACT ADMINISTRATION & CONSTRUCTION INSPECTION	
1.	Contract Administration	\$ _____
2.	Shop Drawing Review	\$ _____
3.	Inspection	\$ _____
4.	Specialist Inspection	\$ _____
5.	Disbursements	\$ _____
	Total	\$ _____

VII.	WARRANTY PERIOD SERVICES	
1.	Engineering	\$ _____
2.	Disbursements	\$ _____
	Total	\$ _____

VIII.	AS-BUILT DRAWINGS	
1.	Engineering	\$ _____
2.	Disbursements	\$ _____
	Total	\$ _____

GRAND TOTAL (PROVISIONAL ITEMS – SECTIONS VI, VII, and VIII) \$ _____

GRAND TOTAL (SECTIONS I, II, III, IV, V, VI, VII and VIII) \$ _____

The Grand Total of Sections I through VIII will be financially evaluated at this stage, however only the Grand Total of Sections I, II, III, IV, and V will be awarded at this stage.

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

Appendix D – RFP Particulars

A. The Deliverables

The objective of this assignment is to assist the Region in determining an appropriate decommissioning strategy for the LGCFS and OCF at the Glenridge Quarry. In addition, provisional pricing is being requested to oversee the Tender and Construction of the project. This will be facilitated by the Region requesting proposals from consulting engineering firms.

1. General Requirements

The purpose of this assignment is to carry out the following tasks:

- Decommissioning and Demolition Strategy;
- Design;
- Tendering;
- Contract Administration; and
- Construction Inspection.

The following are the major components of this project:

- Decommissioning of the blower/flare system;
- Determining if hazardous materials testing is required on the decommissioned equipment;
- Decommissioning of the OCF;
- Decommissioning and abandonment of the gas wells that are no longer needed (i.e., for water level monitoring);
- Clear details in regards to how the underground piping will be purged, decommissioned or abandoned after the gas wells have been disconnected to ensure landfill gas does not remain in the lines;
- Decommissioning of the current flare compound;

APPENDIX D – RFP PARTICULARS

- Decommissioning plan to include isolating the working area for public safety since the Glenridge Quarry is open to the public;
- All decommissioning is to be completed in manner that minimizes disruption of the Glenridge Quarry and minimizes the required restoration activities (i.e., if piping can be purged, grouted and abandoned in place in accordance with applicable regulations, that would be the preference of the Region; gas wells be reused as monitoring wells or decommissioned to 2m below ground surface as per O. Reg. 903);
- All work must be done in accordance with the applicable Ministry of the Environment and Climate Change (MOECC) Regulations and CSA B149.6 Landfill Gas Code.

The assignment shall be carried out in accordance with the latest editions of the following documents:

1. Niagara Region Facility Accessibility Design Standard
(<http://www.niagararegion.ca/living/accessibility/pdf/Facility-Accessibility-Design-Standards.pdf>)
2. Niagara Peninsula CAD Standard;
(<http://www.niagararegion.ca/business/tenders/ngcs.aspx>)
3. Ontario Building Code subsection 8(1.1) standards for Construction or Demolition
(<https://www.ontario.ca/laws/statute/92b23>)
4. Water & Wastewater Approved Product and Equipment List;
(<http://www.niagararegion.ca/business/tenders/prc/default.aspx>)
5. Occupational Health and Safety Act (OHSA);
6. Niagara Peninsula Standard Contract Document;
(<http://www.niagararegion.ca/business/tenders/npscd/default.aspx>)
7. Applicable local municipal standards; and
8. Current editions of all other industry acts, codes, standards and guidelines.

The Successful Proponent should exercise best professional judgment and practice during the course of a project. If, in the opinion of the Successful Proponent, deviations from the Region's

APPENDIX D – RFP PARTICULARS

requirements are deemed to be in the best interest of the Region then the Successful Proponent is required to advise the Region's Project Manager (either as part of the Successful Proponent's proposal or separately) of such deviations with an explanation of the benefits to the Region and to appropriately document the variations and benefits. Any such deviations must be approved by the Region in writing.

The Successful Proponent must conform to all Regional security protocols during work at Regional facilities.

All reports will be prepared in Microsoft Word and any digital documents and web site postings will be prepared as pdfs. All reports, documents and postings shall be created in accordance with AODA requirements for information and communication.

All drawings will be created in AutoCAD version 2016. Ownership of both hard copies and electronic files must be transferred to the Region upon completion of the project.

Health and Safety

In order to create and maintain a safe working environment for all site personnel, the Successful Proponent will ensure that all employees visiting or working on their behalf while on a Niagara Region Project conform to the requirements of the current Occupational Health & Safety Act (OHSA), and any applicable regulations and Niagara Region safety procedures. These requirements include but are not limited to safe work practices and procedures with respect to confined spaces, fall protection, WHMIS, designated substances, etc. The Successful Proponent will be responsible for the supply of all safety equipment necessary to meet all safety requirements.

The Successful Proponent will notify Niagara Region's Project Manager prior to entering any Regional infrastructure. The Successful Proponent will be required to provide the Region with a copy of their Safety Policy upon award of the contract assignment.

2. References

The following references are available on the FTP site:

1. Current facility Certificate of Approval (C of A) / Environmental Compliance Approval (ECA);
2. Annual Monitoring Report (LGCFS and AMR);
3. Glenridge LGCFS Operation and Maintenance Manual prepared by Comcor Environmental Ltd., dated August 2009;
4. Glenridge LGCFS Trial Shutdown Monitoring Report prepared by Comcor Environmental Ltd., dated December 2014; and
5. Available existing drawings:
 - Closure Plan Figures 1-6 (PDF)
 - Glenridge As-Builts – Final (PDF)
 - Glenridge Site Drawings G101 (DWG)
6. Odour Control Facility Manual – December 2009

Project Tasks

This assignment is for the complete detailed engineering design, tendering, contract administration and inspection including, but not be limited to, the following:

1. Project Initiation

1.1. **Review of Documentation**

In order to identify any further technical analysis and additional data required, the Successful Proponent will carry out a review of previous documents, data and drawings with respect to the Landfill Gas Collection and Flaring System Decommissioning Project. Documentation subject to review by the Successful Proponent will include but not be limited to:

- Documentation, data and drawings listed in the references section
- Annual Monitoring Report

APPENDIX D – RFP PARTICULARS

- Relevant local municipality studies and data;
- Confirmation of underground utility information provided by the Region/local municipality; and
- Other required social, economic and natural environmental data.

Based on this review of documentation, the Successful Proponent will identify if additional technical analysis is required, additional data and/or impacts to the scope of the project.

1.2 Terms of References

This project may require the retention of Expert Consultant(s) to carry out the following investigation:

- Subsurface Utility Engineering (SUE) – Quality Level “B”;

Based on the review of existing documentation, the Consultant will:

- Summarize all available reports;
- Determine the need and the scope of any additional investigations required;
- Prepare Terms of Reference for the investigation. The TOR will include all the necessary requirements that the Consultant deems appropriate for completing the design assignment;
- Forward TORs to Niagara Region for distribution;
- Review quotations and make a recommendation to Niagara Region;
- Schedule meeting(s) with the Expert Consultant(s);
- Liaison with the successful Expert Consultant(s); and
- The Consultant will review the final report(s) and will address / highlight critical or unique circumstances and/or constructability issues in the tender document.

The Consultant will also determine the requirements for additional investigations identified in the report(s), or as a result of design changes requested by Niagara Region, and prepare additional

TORs as per the requirements identified above. Additional costs associated with subsequent investigations will be negotiated between the Consultant and Niagara Region.

The Successful Proponent will retain the Expert Consultant directly. Therefore, the cost of these works **IS** to be included in the proposal. The Successful Proponent will be the main contact with all Expert Consultants, and will be responsible for directing those Consultants as required. The Successful Proponent will be responsible for coordinating the requirements of the investigation with those of the design.

1.3 Subsurface Utility Engineering

The Subsurface Utility Engineering (SUE) investigation, if deemed necessary by the Successful Proponent is to be completed prior to any investigation. The SUE investigation will be used to accurately determine the location of all adjacent underground utilities within the project limits. Information to be picked up by the SUE investigation includes sewers, watermains, utilities (Bell, Gas, Hydro, security, process infrastructure, etc.) and any other underground infrastructure.

Where it is determined by the Project Team that a SUE investigation is not required, the Consultant will arrange for a “Design and Planning” locate through Ontario One Call. The Consultant will also circulate base plans to the appropriate local area utilities/agencies for marking their existing (and if applicable proposed) infrastructure. The consultant will be responsible for following up with utilities to ensure that they have all pertinent information.

Design

The Consultant shall carry out the design and prepare all documents, specifications and drawings required for the tendering and construction of the proposed works.

The design stage will include the following stages:

- Conceptual Design, including Decommission and Demolition Strategy (0% - 10%)
- Preliminary Design (10% - 40%)
- Detailed Design (40% - 90%)

- Pre-Tender (90% - 100%)

2. Conceptual Design - Decommission and Demolition Strategy

The Consultant shall prepare a decommissioning and demolition strategy (action plan). This strategy is to be included as part of the tender documents for the decommissioning, demolition and site reinstatement/re-vegetation. Sufficient detail must be provided on all existing drawings and must include all relevant decommissioning and demolition criteria and supporting documentation to allow the Region to properly proceed with demolition. The Consultant's scope of work will include:

- Development of design criteria and scope including but not limited to;
- Prepare a summary of Investigation/testing results (e.g. SUE etc.), and the requirement for any further investigations.
- Prepare TOR for additional investigation/testing identified during the review of documentation.
- Recommend a preferred demolition solution for each major component of the LGCFS and the associated civil works.
- Consideration for ground stabilization where required;
- Mitigation strategy for potential waste generation, and /or leachate management;
 - Compliance with all applicable acts, regulations, codes and standards;
 - Project requirements
 - Design sheet(s) with all assumptions;
 - Requirements to meet current Ontario Electrical Safety Code (OESC) for area classification if required;
 - A reinstatement plan
 - Project constraints / opportunities; and

The Consultant will allow for a workshop with Project Team to finalize the project scope and design criteria. Niagara Region will determine the Project Team from internal staff, and other stakeholders as appropriate.

APPENDIX D – RFP PARTICULARS

- Review decommissioning plan and design alternatives. Each alternative reviewed will summarize alternative technologies considered;
 - Cost estimate to - 25 to + 40%;
 - Project implementation schedule;
 - Constructability issues; and
 - Layout and location drawings of each alternative.
- Determine preferred alternatives in conjunction with Project Team. Consultants should note that the preferred alternative may be a combination of the alternatives reviewed.
- Prepare and submit a Project Scope Report (PSR). The PSR will include but not limited to:
 - Summary of Project Criteria and Scope;
 - Summary of Alternative review;
 - Design details of preferred alternative;
 - Specific issues to be addressed during preliminary design; and
 - Co-ordinate, set-up, and attend conceptual design review workshop at 10% complete. The Consultant will lead the meeting including preparing the meeting agenda, and preparing and distributing draft and final meeting minutes. Meeting minutes will include a summary of all action items and changes to be implemented.
- Submit draft documents a minimum of two weeks prior to the workshop. The Consultant will be responsible for distributing review material to individual project team members.
- Incorporate any comments received during the workshop into a final PSR, which is to be submitted prior to commencing detailed design.

The report will include a sign off sheet, and the Consultant will be responsible for obtaining sign off from Niagara Region project team members. The required signatures will be determined at the project kick-off meeting.

3. **Preliminary Engineering Design**

The Consultant shall prepare a preliminary engineering design of the proposed works. Sufficient preliminary engineering detail must be provided and must include all relevant design criteria, and supporting documentation necessary to allow the Region to subsequently proceed with detailed design.

During the preliminary design phase the Consultant will:

Prepare a preliminary log indicating all major equipment that is to be removed.

- Identify constructability issues including: construction method alternatives; staging; and bypass requirements to maintain process operation.

- Prepare a cost estimate to - 15 to + 30%
- Prepare preliminary design drawings
- Prepare and submit Preliminary Design Report (PDR). The PDR will include but not limited to:
 - Reference to PSR and preferred design alternative;
 - Proposed works including: removed / decommissioned equipment; process works; electrical, instrumentation and control;
 - Preliminary design drawings;
 - Construction Cost Estimate;
 - Confirm specific issues to be addressed during detailed design;
 - Identified approval requirements;
 - Minutes of 40% complete workshop; and
 - All other requirements identified under Preliminary Design.
- Co-ordinate, set-up, and attend preliminary design review workshop at 40% complete. The Consultant will lead the meeting including preparing the meeting agenda, and preparing and distributing draft and final meeting minutes. Meeting minutes will include a summary of all action items and changes to be implemented.

APPENDIX D – RFP PARTICULARS

- Submit draft documents a minimum of two weeks prior to the workshop. The Consultant will be responsible for distributing review material to individual project team members.
- Incorporate any comments received during the workshop into a final PDR, which is to be submitted prior to commencing detailed design.
- The report will include a sign off sheet, and the Consultant will be responsible for obtaining sign off from Niagara Region project team members. The required signatures will be determined at the project kick-off meeting.

4. **Detailed Design**

The Consultant will finalize the proposed works. Sufficient engineering detail must be provided and must include all relevant design criteria, and supporting documentation necessary to allow the Region to subsequently proceed with tendering.

The following tasks will be carried out by the Consultant during the detailed engineering design phase:

- Prepare drawings and specifications for 75% complete stage. All drawings and specifications shall be prepared in accordance with all relevant codes and standards.
- Prepare draft contract front end including Schedule of Quantities. Niagara Region will provide the Consultant with an up to date “contract front end” template.
- Prepare a cost estimate to -10 to +20 based on detailed Schedule of Quantities.
- Cost estimates of the proposed project will be updated on a regular basis and also upon any major change in the design. Details of these cost estimates will be provided to the Region for review. Where requested, Consultants will detail the cost estimate based on process area.
- Prepare and submit Detailed Design Report (DDR). The DDR will include but not limited to:

APPENDIX D – RFP PARTICULARS

- Reference to PDR;
 - Proposed works including: equipment; process works; electrical, instrumentation and control;
 - Final equipment log;
 - Final design drawings;
 - Construction Cost Estimate;
 - Consolidate all previous Technical memorandums related to design issues
 - Copies of all approvals and permits;
 - Final equipment list log;
 - Minutes of 75% complete workshop; and
 - All other requirements identified under Detailed Design.
-
- Co-ordinate, set-up, and attend detailed design review meeting at 75% complete stage. The Consultant will lead the meeting including preparing the meeting agenda, and preparing and distributing draft and final meeting minutes. Meeting minutes will include a summary of all action items and changes to be implemented.

 - Submit draft documents a minimum of two weeks prior to the workshop. The Consultant will be responsible for distributing review material to individual project team members.

 - Finalize / update design, drawings, specifications, and equipment log based on comments received from the 75% complete review meeting.
 - Submit all approval and permit applications;

 - Incorporate any comments received during the workshop into a final PSR, which is to be submitted prior to commencing detailed design.

The report will include a sign off sheet, and the Consultant will be responsible for obtaining sign off from Niagara Region project team members. The required signatures will be determined at the project kick-off meeting

5. **Pre-Tender/Approval/Permits/Tendering**

- Finalize, based on comments received, the contract front end, specifications, and Schedule of Quantities.
- Submit drawings, duly sealed by a Registered Professional Engineer, for final review by Niagara Region in both hardcopy and digital formats
- Incorporate final contract front end, Schedule of Quantities, and specifications into a final contract document for tendering. Contract documents will be in accordance with the 'Project Design and Technical Specifications Manual', and will be based upon the Niagara Peninsula Standard Contract Document.
- Submit tender ready contract documents to Niagara Region for final review in both hardcopy and digital format
- Prepare draft tender advertisement and forward to Niagara Region for comment. Incorporate comments and forward final advertisement to Niagara Region.
- Update construction cost estimate +/- 10%, and submit to Niagara Region.

5.1 **Tendering**

The Consultant will:

- Prepare, and deliver to Niagara Region, a minimum of 10 sets of contract documents for tendering.
- Tender document costs, tender deposit form, and bonding requirements are to be established prior to tender call. The tender deposit may be in the form of a bid bond, bank draft or a certified cheque.
- Niagara Region will be responsible for issuing tenders.

APPENDIX D – RFP PARTICULARS

- Attend project pre- tender site meeting during tendering period. The Consultant will be responsible for leading the meeting, preparation of a sign in sheet, and logging all questions from attendees.
- Respond to all enquiries during the tendering period. All enquires must be logged.
- Prepare addenda as required during the tender period. All addenda must be reviewed and signed by the Region’s Project Manager prior to issue. Niagara Region will be responsible for issuing addenda.
- Review and check all tenders submitted based on the requirements of the tender document and Niagara Region’s purchasing policy. The Consultant will prepare a reference check matrix, and will follow up / obtain references from a minimum of three references for the two lowest compliant bids. Upon review of the tenders submitted, and reference checks, the Consultant will provide a **firm** recommendation as to retention of the Successful Proponent.

6. Contract Administration and Construction Inspection (Provisional)

The Consultant, on behalf of Niagara Region, shall ensure that the work conforms to the contract documents, drawings, and specifications. The Consultant shall carry out the duties of “the payment certifier” pursuant to the provisions of The Construction Lien Act, S.O. 1983, Chapter 6.

The Consultant will:

- Carry out a Pre-start Health and Safety Review (PHSR) before commissioning. Should a PHSR not be required, the Consultant shall provide written justification for that decision.
- Provide sufficient office administration and field staff to ensure that the project is constructed in compliance with the drawings and specifications.
- Provide a maximum of five (5) sets of **clearly marked** “Issued for Construction” drawings (full size), and a maximum of five (5) additional sets of the specifications, to

APPENDIX D – RFP PARTICULARS

the contractor at the pre-construction meeting. The Consultant will also provide a single electronic (pdf) “issued for construction” drawings and specifications file for contractors and Regional use. All changes resulting from addenda will be incorporated into the drawings and specifications.

- Attend and administer a workshop with the contractor to review construction sequencing.
- Carry out the duties of Contract Administrator, as defined in the General Conditions of Contract, on behalf of Niagara Region. The contract duration is estimated to be 10 weeks in 2018, not including warranty period, for the purposes of this proposal, the Successful Proponent shall allow for 10 weeks and 5 hours per week for a total of 50 hours for general contract administration.
- Duties to be completed as part of Contract Administration are to include but not be limited to:
 - Schedule and attend a pre-construction meeting and bi-weekly site meetings with the contractor and Niagara Region staff. Minutes of the meetings will be prepared and distributed, by the Consultant, to all parties within seven (7) days. Each meeting minutes will be accompanied with a register of action items. The contract administrator and inspector will be required to follow up on all action items prior to future meetings, and will update the register regularly.
 - Review shop drawings submitted for compliance with the design, and prepare a “Shop Drawing Register” for tracking shop drawings. Shop drawings must be reviewed and returned to the contractor within 2 weeks of receipt. The Consultant must be aware that there may be multiple submissions of a shop drawing prior to its final acceptance.
 - Review and advise on alternative methods, equipment, and materials proposed by the Contractor.

APPENDIX D – RFP PARTICULARS

- Review and respond to RFI's submitted by contractor within 7 days of submission. All RFIs must be recorded and tracked in a RFI log or other suitable format. The log will be updated and submitted to the Region bi-weekly. The Consultant must be aware that there may be multiple RFI submissions from the Contractor.

- Prepare "Contemplated Change Orders" (CCO) during construction, obtain and review quotations from contractors, and provide recommendations to Niagara Region. All CCOs and subsequent Change Orders (CO) resulting from CCOs must be recorded and tracked in a "Change Order Register" or other suitable format. The register will be updated and submitted to the Region bi-weekly. The total for change orders resulting from the following categories will be tracked in the register:
 - Change in Site Conditions;
 - Design Issues;
 - Change in Scope of Work initiated by Niagara Region; or
 - Contractor initiated changes

- The Consultant will ensure that any additional days or time credits are identified on each CCO submitted from the contractor. The Consultant will be responsible for keeping a record of approved contract extensions based on delays, changes in the work, extra work, or additional work.

- Prepare Weekly Statement of Working Days, Payment Certificates and Change Orders all in accordance with the Region's standards.

- Review and comment on the contractor's submissions (including Maintenance Manuals) required to construct and commission the facility to ensure compliance with specifications.

Niagara Region selects construction contractors through an open public tendering process. As a result, the Contract Administration efforts required may vary from one Contractor to another.

APPENDIX D – RFP PARTICULARS

Niagara Region will not entertain additional Contract Administration fees unless through an approved change in project scope.

The Region reserves the right to pro-rate the construction administration cost based on the final construction duration as specified in tender documents, or based on the actual construction duration where the duration has been extended by construction delays.

- Provide full-time resident inspection on this project. Due to the complexity of the project the Consultant will carry the costs for 1 full-time inspector.

For each full-time inspector(s) the Consultant shall allow nine (9) hours per working day for general inspection. For the purposes of this proposal, the Consultant shall allow for 450 hours for the duration of this contract per inspector. The Consultant shall carry appropriate rates in the proposal costs to cover the anticipated construction period/timing. Inspector(s) for this project shall have a minimum of 5 years inspection experience in similar work. Resume of the proposed inspector(s) is to be included in this proposal.

The inspector will be required to check and verify all grades, elevations, locations and tie-ins of all proposed construction works. This information will be recorded by the inspector and transferred to red-line record drawings on a weekly basis.

The Consultant and / or sub-Consultant is responsible for verifying in detail the actual conditions of the completed project for the preparation of stamped “Record Drawings” as defined by Professional Engineers Ontario (PEO). The Consultant will carry sufficient inspection time for all disciplines (i.e. electrical, mechanical, etc.) to comply with this requirement. The costs for these inspections are considered over and above the costs for general inspection.

The Region reserves the right to pro-rate the inspection cost based on the final construction duration as specified in tender documents, or based on the actual construction duration where the duration has been extended by construction delays.

APPENDIX D – RFP PARTICULARS

- Ensure Contractor has all required permits / approvals in place prior to associated work taking place.
- Ensure all construction works are isolated and secure from the public as this work will occur in a public park.
- Provide a Commissioning Manager (minimum 5 years' experience in similar work) for on-site monitoring services during testing and commissioning.
- Schedule and attend a Start-up, Testing, and Training and Commissioning meetings. Minutes of the meetings will be prepared and distributed, by the Consultant, to all parties within seven (7) days. Each meeting minutes will be accompanied with a register of action items. The contract administrator and Commissioning Manager will be required to follow up on all action items prior to future meetings, and will update the register regularly.
- Within 60 days of construction completion the Consultant will submit the following:
 - “Record Drawings” as indicated in the Niagara CAD Standards. Record drawings are to be verified and stamped by a Professional Engineer, as outlined by Professional Engineers Ontario (PEO), and submitted to the Region’s Project Manager within.

All persons entering into confined spaces as defined by the Ontario Ministry of Labour must be trained in confined space entry procedures, per regulations. The Consultant shall provide the Region, upon request, with confined space entry training certificates for those employees entering the confined space.

7. **Warranty Period Services (Provisional)**

The Warranty Period shall be 12 months and shall commence on the date of Final Completion of the Work, as set out in the Completion Certificate.

APPENDIX D – RFP PARTICULARS

Consultant shall develop and maintain records of Warranty on all installed components, and update the Region of its status every six months in a written report. The report shall include the performance of equipment, and if the equipment is not performing as per specification, the Consultant shall notify the Contractor to correct the deficiencies without cost to the Region.

During the Warranty Period, Consultant shall ensure that:

- An inspection is to be carried out at the end of the ninth month.
- The inspection is carried out by all parties concerned, (i.e. Consultant, Contractor, Region's Project Manager, and Region's Operations representative, etc.).
- A list of deficiencies identified during the inspection is sent to the Contractor within five (5) working days.
- Coordinate with the contractor the schedule for carrying out the work to correct deficiencies so that any work performed can be inspected.
- Upon satisfactory completion of the work by the Contractor, the Consultant shall notify the Contractor and the Region in writing that all of the Contractor's obligations under the terms of the Warranty have been fulfilled.

The Consultant shall ensure that all breakdowns of equipment installed by the contractor or failure of any work performed by the contractor are repaired to proper working order in within the necessary response time as specified by Niagara Region. The Consultant shall prepare an Emergency Response Call Out List for use by Region staff for breakdown occurrences, and track all incidents including contact person that responded, response time, actions taken, and steps to eliminate further occurrences.

8. Deliverable Requirements

The Successful Proponent will be responsible for providing deliverables requested as part of this RFP. Submissions will meet the following requirements:

- Reports
 - i. Draft report – one (1) electronic copy in .pdf format.
 - ii. Final report – one (1) electronic copy in .pdf format c/w completed sign-off page.

All reports (bound and electronic) shall be prepared in accordance with AODA requirements for information and communication. All documents will be created so they can be directly distributed in print or electronically.

- Drawings

Drawing sizes will conform to the Niagara Peninsula CAD Standard unless otherwise noted.

- Design Reviews
 - i. Three (3) sets of full-sized bond paper media; and
 - ii. One (1) electronic copy in .pdf format.

- As-built (Provisional)
 - i. One (1) electronic copy in .pdf format; and
 - ii. AutoCAD dwg format of all drawings.

AutoCAD deliverables shall include the complete AutoCAD format file and all data related drawing support files containing; survey points (XYZ coordinates), pipe data, appurtenance data, pipe alignment and depth, buried utilities, road profile and sections, ground surface or any

APPENDIX D – RFP PARTICULARS

other data related to drawing detail or design modeling. All linked files including images or x-reference files must be submitted with the CAD file. CAD files must be clearly named as TENDER, CONSTRUCTION or AS-BUILT drawings.

The As-built drawing CAD file must show the new location of all the updated data as block attributes or as outlined in the Niagara Peninsula CAD Standard (NPCS). Metadata as outlined in the NPCS must accompany or be included in the CAD file. Any AutoCAD files that do not conform to the NPCS particularly the NPCS Layers System, Blocks, Linetypes, or colour scheme for plotting will not be accepted.

- All other deliverables
 - i. One (1) electronic copy in .pdf and / or Word format.

9. **Project Management, Meetings and Reporting**

The Regional lead contact person for this project will be Peter Kryger, P.Geo., Project Manager. The Successful Proponent will also assign a lead contact person responsible for undertaking the project.

Proposals shall include a reasonable amount to cover the general costs for required meetings, correspondence and documentation associated with this project. To assist in this regard, the minimum level of effort that will be expected from the Successful Proponent for this project is described below:

- Meet with the Region's Project Manager on a monthly basis to update on project progress.
- Meet with, and coordinate with, the Region's Project Manager and other project team members, as appropriate, at key milestone events, or as situations warrant, throughout the course of the project. The Region's project team will consist of: the Project Manager; other engineering, operations, or maintenance staff; and.

APPENDIX D – RFP PARTICULARS

- Provide a written project status report to the Region’s Project Manager (Appendix E) monthly indicating progress of the work, updated project schedule, fees (ie. fees compared to proposal including fees this period, fees to date and remaining fees), approvals, property report, scope changes including impact to budget and schedule, new issues, etc. Monthly fees payment will not be processed without receipt of the monthly report.
- Meetings required shall include but not be limited to the following:

Task	Number of Meetings or Frequency
Project Meetings	Monthly
Project Kick-off	1
Preliminary Design Review Workshop (40% Completion)	1
Final Design Review (75% Completion)	1
Meetings with affected stakeholders (Design)	1 per facility
Pre-tender Meeting	1
Pre-construction Meeting	1
Construction Site Meetings	Bi-weekly
Warranty Period (Not including site inspection)	2

- Establish and maintain formal contact with all required government regulatory agencies, such as the MOECC, MTO, Municipalities, etc. as well as other identified stakeholders.
- Coordinate, via the Region’s Project Manager, with other Regional staff and departments who may have an interest in or be affected by the project.

APPENDIX D – RFP PARTICULARS

- Coordinate with utilities, local agencies, municipalities, etc, as required to expedite the work. This includes consultation and engineering related to potential work during construction such as utility relocations, traffic control and staging, detouring and road closures, special event coordination, etc. All engineering related to this shall be included in the Successful Proponents work plan and fees. Specifics shall be carried in the tender documents.
- Prepare and distribute minutes of all meetings within ten (10) working days. Minutes shall identify specific follow up action as required by specific individuals.
- Maintain a record of direct contact with all stakeholders and track communications, responses and comments.
- Successful Proponents shall submit invoices monthly.

Niagara Region will not accept changes in the project team listed in the proposal. Any unavoidable change in the Successful Proponent's assigned staff shall be approved by the Niagara Region in advance. The Successful Proponent shall notify Niagara Region of the change in writing, and shall outline the reasons for the change. Replacement staff will have equal or greater experience and qualifications than the team member being replaced.

The Successful Proponent will identify any scope change that will require additional engineering fees immediately to the Project Manager. A proposed engineering cost, and impact to schedule, for this change is to be submitted to the Project Manager for review and approval within 30 days of identifying the change. Payment for additional efforts will not be entertained if the Successful Proponent fails to comply with this procedure.

No direction impacting the scope of the assignment shall be considered unless it is through the Region's Project Manager. The Successful Proponent is responsible for identifying all changes in project scope, and shall notify the Region's Project Manager of the change in scope identifying all associated costs and impacts to project schedule. No work resulting from a change in scope is to be undertaken prior to receiving approval from the

APPENDIX D – RFP PARTICULARS

Region. The Region will not be responsible for, nor entertain, any additional fees, for efforts resulting from a scope change requested by the Region's Project Manager, where preapproval was not received.

All reports will be prepared in Microsoft Word. All drawings must be provided in accordance with the Niagara Peninsula CAD Standard (NPCS) (previously published as the Niagara GIS/CAD Standard – NGCS).

The submitted CAD drawing(s) will be in grid scale with the AutoCAD world coordinates matching the UTM NAD 83 system. Ground control points must be shown in the drawing including the published geodetic point number, coordinates and elevation. For lay-out and tie-in survey purposes all drawing sheets will include ground scale dimensions to survey control points, monuments or bars.

Ownership of both hard copies and computer disk copies must be transferred to Niagara Region upon completion of the project.

Niagara Region reserves the right to perform a Peer Review of Preliminary Engineering Design (0% to 60%) and the Detailed Engineering Design (60% to 90%). The Peer Review will be undertaken by a third party Engineering Consulting company not previously affiliated with the project through the procurement process.

10. Schedule

The schedule is to be in Microsoft Project (version to be confirmed with Niagara Region) Gantt chart format and shall show in a clear critical path diagram the proposed progress of all activity for the main items including key milestones. The schedule is to be updated monthly as a minimum. Updates will also be required at each design review meeting, or if there is a change in the scope of work indicating how the change affects the schedule.

11. Assistance by Region of Niagara

Niagara will provide the Successful Proponent with the following documents, or will carry out the following tasks:

- Existing As-built drawings;
- Existing reports or studies;
- Fee Summary Forms, Change Order Forms, Payment Certificate Forms;
- Support and liaison/communication with the MOECC during compliance approval process;
- Contract document front end template;
- Tender document distribution and formal tender opening;
- Retention of additional contractors for additional testing (If required); and
- Payment of all permit and approval fees.

B. Material Disclosures

FTP Site

Site: nrpurupload8

Password: 6!2r4A8N

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.

The proposal must be completed in the order described in the following table. Submissions that are not completed in this order will not be evaluated.

APPENDIX D – RFP PARTICULARS

CRITERIA	Weighting %	Points (0-10)	Weighted Points
PROPOSAL (first envelope)			
1) Project Manager & Senior Staff (15%)			
A) Qualifications specific to project	5%		
B) Past experience on similar projects	10%		
2. Technical Support (15%) (including sub consultants)			
A) Qualifications specific to project	5%		
B) Past experience on similar projects	5%		
C) Availability and knowledge of Region	5%		
3. Experience and Past Performance Record on Regional and/or Similar Projects (20%)			
A) Scope, Budget (Engineering Fees / Construction Cost), & Schedule Variances	5%		
B) Responsiveness to Project Related Requests	5%		
C) Liaison with Public Stakeholders, Approval Agencies, Contractor, and Region	5%		
D) Availability of Project Manager	5%		
4. Understanding of Project (35%)			
A) Approach and methodology	5%		
B) Innovation	5%		
C) Compliance with Terms of Reference	5%		
D) Concepts/Options/Alternatives considered	5%		
E) QA/QC policy	5%		
F) Schedule and Detailed Work Plan	10%		
SUBTOTAL – Technical Proposal	85%		
FEE PROPOSAL (second envelope)	15%		
TOTAL	100%		

E. Evaluation and Ranking Method

The ranking of proponents will be based on the total score calculated by adding the pricing points to the total points for rated criteria. The Grand Total of Sections I, II, III, IV, V, VI, VII, and VIII will be evaluated at this stage. Only Sections I, II, III, IV and V will be awarded at this stage. Sections VI, VII and VIII are provisional items.

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

APPENDIX D – RFP PARTICULARS

Pricing is worth 15% of points. The proponent’s price is determined by the grand total of Sections I through VIII detailed in the pricing form.

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

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

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.

APPENDIX F – BID IRREGULARITIES

	<u>IRREGULARITY</u>		<u>RESPONSE</u>
4.		Bid Document – execution	
	A)	Bids completed in erasable medium.	Automatic rejection.
	B)	i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.
		ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C)	Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
	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	Two (2) working days* to confirm Bid to the

APPENDIX F – BID IRREGULARITIES

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
	Addenda have not been acknowledged.	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 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 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

Appendix G Pre- Start Health and Safety Review

Pre-Start Health and Safety Review (PHSR)

The Ontario Occupational Health and Safety Act (Act) Regulation 851 “Industrial Establishments”, current amended edition, requires a Pre-Start Health and Safety Review (PHSR) whenever

- a new apparatus, structure or protective element is to be constructed, added or installed or a new process is to be used; or
- an existing apparatus, structure, protective element or process is to be modified and one of the following steps must be taken to obtain compliance with the applicable provision:

1. New or modified engineering controls are used.
2. Other new or modified measures are used.
3. A combination of new, existing or modified engineering controls and other new or modified measures is used.

PHSR are required whenever a process or equipment addition or modification involves any of the following:

- Flammable liquids being located or dispensed in a building, room or area.
- Machines with safeguarding devices that signal the apparatus to stop, or
- barrier guards that use interlocking mechanical or electrical safeguarding devices
- Material, articles or things are placed or stored on a structure that is a rack or stacking structure.
- A process involves a risk of ignition or explosion that creates a condition of imminent hazard to a person’s health or safety.
- The use of a dust collector involves a risk of ignition or explosion that creates a condition of imminent hazard to a person’s health or safety.
- A factory produces aluminum or steel or is a foundry that melts material or handles molten material.
- The construction, addition, installation or modification relates to a lifting device, travelling crane or automobile hoist.
- A process uses or produces a substance that may result in the exposure of a worker in excess of any exposure limit set out in Regulation 833 of the Revised Regulations of Ontario, 1990 (Control of Exposure to Biological or Chemical Agents), Ontario Regulation 278/05 (Designated

Substance — Asbestos on Construction Projects and in Buildings and Repair Operations) or Ontario Regulation 490/09 (Designated Substances) all made under the Act.

For the purposes of any project for Niagara Region, a PHSR review shall be conducted by a professional engineer. The professional engineer shall

- Date and sign the written report mentioned; and
- Affix his or her seal to the report.

If no pre-start health and safety review is required, documents establishing the exemption will be provided to Niagara Region so it may be readily accessible in the workplace for as long as the protective element, rack or stacking structure or lifting device, travelling crane or automobile hoist remains in the workplace or the process is used in the workplace, as the case may be.

A review should be carried out to evaluate the areas that will require a PHSR to comply with the Act and regulations. However, as a best practice method, the process should start in the conceptual design phase of the project and continue through to the detailed design stage.

Appendix H Monthly Status Report

Monthly Project Status Report

Project Name
Region Project ID

Month / Year

Consultant Name:

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1. Progress of project this month
 2. Work to be undertaken in upcoming month
 3. Information / Data request status
 4. Project scope changes – status and project impact (budget / schedule)
 5. Schedule
 6. Fee status (ie. fees compared to proposal including fees this period, fees to date and remaining fees)
 - 1) Class EA / Design / Tender
 - 2) Construction
 - 3) Post Construction
 7. Status of approvals/permits