



REQUEST FOR PROPOSAL

FOR

**CONSULTING SERVICES TO DEVELOP AN ECONOMIC
DEVELOPMENT STRATEGY FOR THE NIAGARA REGION**

Request for Proposal No.: **2017-RFP-45**
Issued: **Wednesday, September 6, 2017**
Submission Deadline: **Tuesday, October 3, 2017**
Submission Location: **THE PURCHASING OFFICE
The Regional Municipality of Niagara
Campbell West Building
1815 Sir Isaac Brock Way
Thorold, Ontario, L2V 4T7**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by The Regional Municipality of Niagara (“Niagara Region”) to prospective proponents to submit proposals for the provision of **Consulting Services to Develop a Long Term Economic Development Strategy For The Niagara Region, 2018-2041** as further described in Appendix D – RFP Particulars (the “Deliverables”).

1) Purpose

Niagara Region is issuing a Request for Proposals (RFP) to solicit a qualified consultant to develop a comprehensive and long-term economic development strategy for the region of Niagara.

The strategy will provide a vision of where the region will be in a 20+ year time frame in terms of sustainable growth and a strong economy. It will develop the strategic context including economic, social and environmental factors that will influence the economy and provide a roadmap to ensure that the building blocks are in place throughout the time span, to achieve the vision. The strategy will align and support the long term plans and marketing strategies of Regional Council, local area municipalities and community partners.

The successful consultancy firm will have a demonstrated track record in providing multi-disciplinary services associated with economic development and marketing strategies. It is expected that this work will be completed over a period of approximately 6 months, beginning in October 2017.

2) Introduction & Background

The Niagara region is located in southern Ontario, Canada, between Lake Ontario and Lake Erie, strategically situated on the Canada/United States border. It is comprised of 12 municipalities with a total area of 1,852 km² and a population of 449,098.

The regional economy has seen growth over recent years in terms of gross domestic product (GDP) and employment. There have also been a number of significant announcements during the last 18 months that will stimulate additional investment and growth. These announcements include: the award of a Foreign Trade Zone designation to the region which was the first in Ontario; General Electric’s announcement that it will build a state of the art facility in Welland which creates supply chain opportunities for Niagara companies and will create 220 jobs; the announcement that Go Train will come as far as St. Catharines and Niagara Falls by 2023 and the decision that the Canada Summer Games will be held in Niagara in 2021.

Many of these projects, as well as others under development, will have significant influence on Niagara’s economy in the long term and need to be considered as ‘game changers’ within the context of the strategy.

A longer term strategy will align with other Regional strategies, for example, the Master Transportation Plan, Niagara 2041 and Sustainable Niagara 2060.

In the past year, Niagara Economic Development (NED) has re-structured and re-tooled starting with the appointment of a new Director. Managers have been aligned with the key functions of the department’s work and new appointments approved by Regional Council. The resources are now in place to implement an Economic Development Strategy for the Niagara region. The implementation of the plan would be supported by Team Niagara and Regional Council. Team Niagara brings together all 13 municipalities both the Economic Development Officers (EDOs) and Chief Administrative Officers

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

(CAOs) to deliver a Joint Development Action Plan, 2015-2018. Regional Council has developed a number of Strategic Priorities for the term 2015-2018 to position Niagara for growth and of these there are four that directly relate to economic development.

An Economic Development Advisory Panel (EDAP) is being appointed from the private sector to inform and advise on the work of the economic development department. EDAP will be an important contributor to the strategy development process.

It is recognized that many aspects of the economy cannot be influenced solely by the work of the regional economic development department but involve multiple regional, provincial and federal partnerships, as well as the public and private sector and are also influenced by global events outside local municipal control.

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, which is available on line at:

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

1.3 Niagara Region Contact

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

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

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

1.4 Accommodations for Proponents with Disabilities

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

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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 to be estimated for a period of 6 months.

1.6 RFP Timetable

Issue Date of RFP	Wednesday September 6, 2017
Deadline for Questions	September 25, 2017
Deadline for Issuing Addenda	September 28, 2017
Submission Deadline	2:00 PM on Tuesday October 3, 2017
Public Opening	2:30 PM on Tuesday October 3, 2017
Anticipated Date for Entering into Contract	October 2017

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

1.7 Proponent Meeting

Non Applicable

1.8 Proposal Submission

1.8.1 Proposals Must Be Submitted to Prescribed Location

Proposals must be submitted at:

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

1.8.2 Proposals Must Be Submitted on Time

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

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1.8.3 Proposals Must Be Submitted in Prescribed Format

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

The hard copies of the Pricing Form (Appendix C) and any other information in respect of pricing must be included with the proposal and enclosed in the same envelope.

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.

Proposals must include a description of the proposed methodology, breakdown of costs and a schedule of telephone calls to provide updates to the project leads. It is hoped that these will give ample opportunity to engage and interact throughout the project work.

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.

3.1.5 Proponents Shall Bear Their Own Costs

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

3.1.6 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.

3.1.7 Trade Agreements

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

3.1.8 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

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

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

3.2.2 All New Information to Proponents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

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

3.3 Finalization of Contract, Notification and Debriefing

3.3.1 Selection of Proponent and Finalization of Contract

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

3.3.2 Failure to Enter into Contract

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

3.3.3 Notification to Other Proponents

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

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3.3.4 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.5 Proposal Dispute Resolution Procedure

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

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

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

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

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

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

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

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

3.4.2 Disqualification for Prohibited Conduct

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

3.4.3 Prohibited Proponent Communications

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

3.4.4 Proponent Not to Communicate with Media

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

3.4.5 No Lobbying

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

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

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

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contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.

- (e) Elected officials shall refer any inquiries about a procurement process to Niagara Region's Commissioner of Corporate Services/Treasurer.

3.4.6 Illegal or Unethical Conduct

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

3.4.7 Past Performance or Past Conduct

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

3.5 Confidential Information

3.5.1 Confidential Information of Niagara Region

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

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

3.5.2 Confidential Information of Proponent

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

3.6 Reserved Rights, Limitation of Liability and Governing Law

3.6.1 Reserved Rights of Niagara Region

Niagara Region reserves the right to

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- (a) make public the names of any or all proponents;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (c) assess a proponent's proposal on the basis of
 - (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the proponent's past performance under previous contracts with Niagara Region;
 - (iv) the information provided by a proponent pursuant to Niagara Region exercising its clarification rights under this RFP process; or
 - (v) other relevant information that arises during this RFP process;
- (d) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (e) verify with any proponent or with a third party any information set out in a proposal;
- (f) check references other than those provided by any proponent;
- (g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any proponent who has engaged in conduct prohibited by this RFP;
- (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) select a proponent other than the proponent whose proposal reflects the lowest cost to Niagara Region;
- (k) reject any proposal that contains pricing which appears to be unbalanced or unreasonable;
- (l) cancel this RFP process at any stage;
- (m) cancel this RFP process at any stage and issue a new RFP for deliverables the same as or similar to the Deliverables;
- (n) accept any proposal in whole or in part; or
- (o) reject any or all proposals;

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

3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

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

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

3.6.3 Governing Law and Interpretation

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

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

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

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

[End of Part 3]

APPENDIX A – CONTRACT TERMS AND CONDITIONS

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

Consulting Services to Develop a Long Term Economic Development Strategy For The Niagara Region, 2018-2041

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-45, 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:

(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

APPENDIX A – CONTRACT TERMS AND CONDITIONS

- 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.

(c) 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 the RFP, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

3. Rates

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

4. No Prohibited Conduct

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

5. Conflict of Interest

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

6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this

APPENDIX B – FORM OF PROPOSAL

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

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent

ORIGINAL SIGNATURES ONLY; NO ELECTRONIC

APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.
- (b) Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Niagara Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) Proponents are requested to provide a person-hour matrix including disbursements with their Appendix C that corresponds to the lump sum price.

2. Pricing Form

Description	Extended Total
Lump Sum Price (including all deliverables)	\$
HST 13%	\$
GRAND TOTAL	\$

COMPANY:	SIGNATURE:
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APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

1. Scope of Work

The project is intended to provide a long term vision for the region of Niagara to ensure growth and sustainability in the economy. The scope of the project will include: looking at where we are now, through background research and economic analysis; a comprehensive consultation process with stakeholders; a facilitated visioning exercise with representatives of key stakeholders; the prioritization of future directions and the development of a 'road map' which will provide direction for the short, medium and long term with an associated action plan for the first five years including performance measures. The strategy and action plan should be aligned with other regional long term strategies and address areas where economic development can have influence and achieve results.

1. Economic Base Analysis

As an initial step, an Economic Base Analysis should be developed to provide an overview of Niagara's economy and demographics and will be a foundational document at the start of the project.

2. Background Review

The consultant will review a wide range of strategic reports developed for Niagara Economic Development and their recommendations, including but not limited to:

- Niagara Region Employment Survey 2016 (Niagara Region)
- Regional Council's Strategic Priorities 2015-2018
- Assessment of Niagara Region's Competitiveness for Business Investment and Location Decisions Study, 2016 (MDB Insight)
- Comprehensive Cost of Living Study, 2016 (MNP LLP)
- Data Analytics on Manufacturing, Agri-Food and Sports Analytics, 2016 (rel8ed)
- Manufacturing Asset Mapping Project and Agri-Food Asset Mapping Project, Ongoing
- Regional Economic Profiling and Marketing Activities, 2017 (MDB Insight)
- Bi-National Asset Mapping Project, 2016-2017 (Brock University)
- Niagara 2041, 2016 (Niagara Region)
- Niagara Economic Profile, 2017 (Niagara Region Economic Development)
- Niagara Region Global Attractiveness Committee Report

Long term reports and strategies of Niagara-based local area municipalities as well as community partners should also be reviewed. In addition, provincial and federal long term strategies and funding announcements should also be examined in relevant areas, for example, infrastructure, transportation, energy and innovation.

Reports which provide a business case or analyse the economic impact of major projects will also need to be reviewed as part of the background research. These include, but are not limited to:

- Niagara Go Rail: A Case for Weekday Go Train Service Between Niagara and the GTHA, April 2015
- Fort Erie Economic Preparedness Strategy, Deloitte 2017

APPENDIX D – RFP PARTICULARS

3. Extensive Stakeholder Consultation Process and Facilitated Visioning Exercise

In developing a strategy a vision needs to be created that has buy-in from all stakeholders and takes into account their individual perspectives. Stakeholders are both public and private sector. The successful proponent will develop a comprehensive stakeholder consultation process using a variety of methods as appropriate. Part of this process should include a facilitated ‘visioning exercise’ to allow stakeholders to project into the future and express their thoughts and opinions of the Niagara region in 2041.

The research and economic base analysis as well as the results of the stakeholder consultation process will determine: Where we are now? What are we currently doing? Where do we want to go?

4. Road Map and Action Plan

The next stage will be to understand ‘How do we get there?’ from a high level perspective over the next 20+ years. A ‘Road Map’ should be developed which will describe a more detailed Action Plan and Marketing Strategy. The Action Plan will define short, medium and longer term objectives with associated performance metrics and will be aligned with the Strategic Marketing Plan being developed by NED in the Fall 2017.

2. Consultation and Meeting Requirements

Proposals must include a description of the number and type of meetings and stakeholder consultation opportunities proposed and should provide ample opportunity to engage and interact throughout the project work. Proposals should include monthly formal progress reports to update meetings with the Steering Committee (EDAP, Team Niagara etc.).

The successful proponent will also be required to provide presentations to Niagara Region’s Planning & Economic Development Committee, Team Niagara and/or Regional Council at the completion of the initiative.

3. Work Plan

Proposals must include a detailed work plan indicating the timing of each phase of the project work, the timing of the key deliverables included in each phase, the costs associated with each phase and the timing of all deliverables including the date of the final submission to Niagara Region which shall be no later than April 30, 2018. The Successful Proponent should be prepared to present to the Planning & Economic Development Committee and/or Regional Council at the first regularly scheduled meetings after April 30, 2018.

4. Timeline and Administration

ITEM	DATE
Project Commences	October 2017
Background Research including Economic Base Analysis	October/November, 2017
Stakeholder Consultations	November/December 2017
Draft Report	January 2018
Development of Road Map/Action Plan	February 2018
Draft Final Report	March 2018
Final Report	April 2018
Final Report to Committee/Council	April/May 2018

B. MATERIAL DISCLOSURES

Project Budget

The overall project budget has been set to a maximum upset limit of \$120,000 disbursements included and tax excluded (pre-tax).

C. MANDATORY REQUIREMENTS

1. Form of Proposal (Appendix B)

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

2. Pricing Form (Appendix C)

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

3. Proposal Security

Not Applicable

4. AODA Standards of Accessibility Compliance

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

APPENDIX D – RFP PARTICULARS

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.

CRITERIA	Weighting %	Points (0-10)	Weighted Points
<p>Project Comprehension and Clarity of Proposal</p> <ul style="list-style-type: none"> Proposal demonstrates understanding of project context, requirements and deliverables. Proposal clearly outlines its approach, timelines, services, implementation strategies and potential performance measures. 	10%		
<p>Capacity to Provide Services and Analysis</p> <ul style="list-style-type: none"> Proposal specifies capacity to conduct the research/undertake the work on a regional level and develop the required recommendations. 	10%		
<p>Related Experience, Staffing and Results</p> <ul style="list-style-type: none"> Proposal outlines credentials of organization/staff to undertake work, commitment of experienced staff to work on project, experience executing related projects and list of references 	10%		
<p>Project Tasks – outline of Strategy(is)</p> <ul style="list-style-type: none"> Proposal clearly outlines how the Successful Proponent will address each of the project tasks identified in the RFP. 	25%		
<p>Methodology and Collaboration</p> <ul style="list-style-type: none"> Proposal clearly articulated project objectives, work plan (Including tasks, goals, budget breakdown, staffing and schedule). Proposal takes into consideration the significance and importance of stakeholder engagement (i.e. municipal staff, Regional staff, private sector industry, educational institutions, EDOs etc.) within the project context and highlights capabilities in this regard. Innovative approaches i.e. methods for engagement, action items and/or performance measurement. 	25%		
<p>Fee Proposal</p> <ul style="list-style-type: none"> Proposal provides clear budget breakdown, efficient allocation of resources and evidence of ability to adhere 	20%		
TOTAL	100%		

E. EVALUATION AND RANKING METHOD

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

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

Pricing is worth 20 points. The proponent’s price is determined by lump sum price.

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.

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

APPENDIX F – BID IRREGULARITIES

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

RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS

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

APPENDIX F – BID IRREGULARITIES

	IRREGULARITY	RESPONSE
	D) Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E) Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.
	F) Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).	Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions 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