



**Request for Proposal**

**for**

**PeopleSoft Application Upgrade Consultancy**

Request for Proposal No.: **2017-RFP-10**

Issued: **Wednesday February 22, 2017**

Submission Deadline: **Tuesday March 21, 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 **Peoplesoft Application Upgrade Consultancy**, as further described in Appendix D – RFP Particulars (the “Deliverables”).

#### **EXECUTIVE SUMMARY**

Niagara Region invites qualified Certified ORACLE/PeopleSoft Services Partners/Consultants, to respond to this proposal for the successful upgrade our PeopleSoft Financials and Supply Chain application from v 9.2.12 to current version on Peopletools v 8.55

We are currently utilizing the following modules:

- Account Payable
- Accounts Receivable/Billing
- General Ledger
- Commitment Control
- Purchasing
- eProcurement
- Asset Management
- Project Costing
- Travel and Expense
- Inventory
- Approval Workflow
- Cash management / Banking

We also have multiple interfaces to/from 3<sup>rd</sup> party applications as well as customized bolt-on’s and use integration broker with our Peoplesoft HCM application. Our internal team consists of four senior business analysts and two Peoplesoft developers who will complement the work of the Successful Proponent.

Proponents must show their prior successes implementing these upgrades with complete details provided within your response. This shall include a person hour matrix by task/deliverable.

In addition to the upgrade support detailed herein, the Successful Proponent may be used by the Niagara Region to provide PeopleSoft consulting services for additional items identified during this assignment for up to six months after the completion of the upgrade. Niagara Region is not aware of any other related work requiring the consultant’s services but wishes to keep the option to use the Successful Proponent if new items are identified during the upgrade review. There is no guarantee of further work.

#### **OBJECTIVES**

The following are the key objectives of the PUM upgrade to PeopleSoft current version

- Review existing PeopleSoft FSCM 9.2.12 application configuration.
- Review potential implementation of Peoplesoft Testing Framework
- Review configuration design for piloting the Fluid User Interface while maintaining the classic user interface for most users.
- Review current version functionalities, bug fixes and cumulative features as they pertain to the Region’s current configuration.
- Review user requirements identified by Finance and Procurement teams.
- Include new functionality only if it will eliminate customizations
- Perform fit/gap analysis based on existing configuration and new requirements.

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- Recommend business process improvements.
- Work with ERP business support team to develop test plans, test scenarios and test scripts.
- Lead all levels of testing including application function testing, process integration testing, system and interface testing, and user acceptance testing.
- Transferring knowledge to all team members

Begin project immediately after awarding, with initial plan to go live fall of 2017.

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.

### **No Obligation**

This RFP is not a tender and does not commit Niagara Region in any way to select a Successful Proponent, or to proceed to negotiations for a Contract, or to award any agreement, and Niagara Region reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

### **1.2 Niagara Region's Procurement Bylaw**

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

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

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

### **1.3 Niagara Region Contact**

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

Jayan Perera, Purchasing Agent

**E-Mail:** [jayan.perera@niagararegion.ca](mailto:jayan.perera@niagararegion.ca)

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

### **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.

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### 1.5 Contract for Deliverables

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

### 1.6 RFP Timetable

Issue Date of RFP	<b>Wednesday February 22, 2017</b>
Deadline for Questions	<b>12:00 noon on Tuesday March 14, 2017</b>
Deadline for Issuing Addenda	<b>Thursday March 16, 2017</b>
Submission Deadline	<b>2:00 PM on Tuesday March 21, 2017</b>
Public Opening	<b>2:15 PM on Tuesday March 21, 2017</b>
Anticipated Date for Entering into Contract	<b>April 24, 2017</b>

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

### 1.7 Proponent Meeting

Not applicable

### 1.8 Proposal Submission

#### 1.8.1 Proposals Must Be Submitted to Prescribed Location

Proposals must be submitted at:

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

#### 1.8.2 Proposals Must Be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. Niagara Region does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

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

#### 1.8.3 Proposals Must Be Submitted in Prescribed Format

Proponents must submit **four (4)** hard copies of their proposal enclosed in a sealed package that is prominently marked with the RFP title and number (see RFP cover page) and the full legal name and return address of the proponent. One (1) hard copy shall be labelled “Master”.

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

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

### **1.8.4 Proposal Submission Content**

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

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

### **1.8.5 Amendment of Proposals**

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

### **1.8.6 Withdrawal of Proposals**

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

### **1.8.7 Proposals Irrevocable after Submission Deadline**

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

[End of Part 1]

## **PART 2 – EVALUATION AND RANKING**

### **2.1 Stages of Proposal Evaluation**

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

### **2.2 Stage I – Mandatory Requirements**

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

### **2.3 Stage II – Rated Criteria**

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

### **2.4 Stage III - Pricing**

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

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

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

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 RFP Incorporated into Proposal**

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

#### **3.1.2 Proponents to Follow Instructions and Submit Only Requested Information**

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

#### **3.1.3 Proposals in English**

All proposals are to be in English only.

#### **3.1.4 Information in RFP Only an Estimate**

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

#### **3.1.6 Proponents Shall Bear Their Own Costs**

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

#### **3.1.7 Proposal to Be Retained by Niagara Region**

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

#### **3.1.8 Trade Agreements**

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

#### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

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

### **3.2 Communication after Issuance of RFP**

#### **3.2.1 Proponents to Review RFP**

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

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

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact's email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no



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obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the proponent to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

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

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.2.4 Verify, Clarify and Supplement**

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

## **3.3 Finalization of Contract, Notification and Debriefing**

### **3.3.1 Selection of Proponent and Finalization of Contract**

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

### **3.3.2 Failure to Enter into Contract**

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

### **3.3.3 Notification to Other Proponents**

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

### **3.3.4 Debriefing**

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

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### 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
- (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.

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### **3.4.2 Disqualification for Prohibited Conduct**

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

### **3.4.3 Prohibited Proponent Communications**

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

### **3.4.4 Proponent Not to Communicate with Media**

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

### **3.4.5 No Lobbying**

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

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

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

### **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.

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### 3.4.7 Past Performance or Past Conduct

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

### 3.5 Confidential Information

#### 3.5.1 Confidential Information of Niagara Region

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

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

#### 3.5.2 Confidential Information of Proponent

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

### 3.6 Reserved Rights, Limitation of Liability and Governing Law

#### 3.6.1 Reserved Rights of Niagara Region

Niagara Region reserves the right to

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

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- (f) check references other than those provided by any proponent;
- (g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any proponent who has engaged in conduct prohibited by this RFP;
- (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) select a proponent other than the proponent whose proposal reflects the lowest cost to Niagara Region;
- (k) reject any proposal that contains pricing which appears to be unbalanced or unreasonable;
- (l) cancel this RFP process at any stage;
- (m) cancel this RFP process at any stage and issue a new RFP for deliverables the same as or similar to the Deliverables;
- (n) accept any proposal in whole or in part; or
- (o) reject any or all proposals;

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

### **3.6.2 Limitation of Liability**

By submitting a proposal, each proponent agrees that

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

### **3.6.3 Governing Law and Interpretation**

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

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

[End of Part 3]

## **APPENDIX A – CONTRACT TERMS AND CONDITIONS**

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

### **Peoplesoft Application Upgrade Consultancy**

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

**NIAGARA REGION FORM OF AGREEMENT**

**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

(referred to as “Niagara Region”)

**AND:**

**[\*INSERT FULL LEGAL NAME OF SUPPLIER\*]**

(referred to as the “Supplier”)

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

**1. Contract Documents**

The contract between the parties in respect of:

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

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

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as **Schedule 1**;
- (c) Form of Agreement Terms and Conditions found at [www.niagararegion.ca/business](http://www.niagararegion.ca/business)
- (d) the [\*Insert RFX Document Name and #\*] , including any addenda, (the “Solicitation Document”);  
and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

**2. Interpretive Value of Contract Documents**

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

**3. Execution**

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

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

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

**The Regional Municipality of Niagara**

Per:

\_\_\_\_\_  
Name:

Title:

Date of Signature:

*I have authority to bind the corporation*

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

Per:

\_\_\_\_\_  
Name:

Title:

Date of Signature:

*I have authority to bind the corporation*



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

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

**A. Description of Deliverables**

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

**B. Rates and Disbursements**

**B.1 Maximum Fee**

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

**B.2 Personnel and Rates**

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

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

**C. Payment Terms**

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

**D. Client and Supplier Representatives**

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

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

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

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

**E. Term of Contract**

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

**F. Specific Provisions**

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

**[The following provisions are optional and should only be included if applicable.]**

**F.1 Additional Insurance Requirements**

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

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

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

## APPENDIX B – FORM OF PROPOSAL

### 1. Proponent Information

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

### 2. Offer

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

### 3. Rates

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

### 4. No Prohibited Conduct

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

### 5. Conflict of Interest

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

### 6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Niagara Region to Niagara Region’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

APPENDIX B – FORM OF TENDER

**7. Proposal Irrevocable**

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

**8. Enter into Contract**

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

**9. Addenda**

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

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

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent

**ORIGINAL SIGNATURES ONLY; NO ELECTRONIC**

## APPENDIX C – PRICING FORM

### 1. Instructions on How to Complete Pricing Form

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

### 2. Pricing Form

#	Description	Unit of Measure	Total
1	Pricing for all deliverables (Appendix D, page#21)	LS	\$
Sub Total			\$
H S T 13%			\$
Extended Total			\$

**Note:** The above table shall be financially evaluated in the recommendation for award for the defined RFP objectives and deliverables

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

APPENDIX C – PRICING FORM

**3. Additional Professional Services**

Provide a summary of the consulting services that would be provided when/if retained as the Region’s PeopleSoft Consultant for additional items identified during the upgrade.

Please utilize Chart 1 to provide a summary and description of different additional services available by your company. Please provide names of key staff who specialize or could complete those additional services.

Please utilize Chart 2 to provide the staff name, position name/title and hourly rate for their fee. As each firm has different job titles please use the chart as free flowing and utilize suggested names such as for example project management, business analyst, technical analyst etc...

**CHART 1: SUMMARY OF POSSIBLE ADDITIONAL PROFESSIONAL SERVICES**

Description of Services	Name(s) of Staff
1.	
2.	
3.	
4.	
5.	
6.	
7.	

**SCHEDULE OF FEE FOR ADDITIONAL PROFESSIONAL SERVICES**

Position Name/Title/Job Description	Name of Staff	Hourly Rate
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$

**Note:** The above table ***shall not be*** financially evaluated in the recommendation for award for the defined RFP objectives and deliverables

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

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### DELIVERABLES

- Provide a Fit Gap Analysis Report, a Project Management Plan and Work Breakdown Structure (WBS).
- Fully document and functionally test application upgrade up to and including current application version.
- Work with stakeholders to determine and prioritize all items. Niagara Region will provide subject matter experts, senior business analysts and technical resources to assist with the scoping, priorities and testing.
- Identify/define new and/or changed business processes, application differences and impacts on customizations
- Provide functional issue resolution
- Assist with the production of testing scripts and plans
- Lead unit, end-to-end and interface testing.
- Provide support during the test phase and go live phase
- Provide detailed functional application training, where required, to designated Regional Staff on configuration, operation and new functionality.

Begin project immediately after awarding, with initial plan to go live fall of 2017.

### B. MATERIAL DISCLOSURES

Not applicable

### C. MANDATORY REQUIREMENTS

#### 1. Form of Proposal (Appendix B)

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

#### 2. Pricing Form (Appendix C)

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

#### 3. Proposal Security

Not Applicable

#### 4. AODA Standards of Accessibility Compliance

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

**D. RATED CRITERIA**

**1. Summary of Rated Criteria**

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

**EVALUATION OF PROPOSALS**

Criteria	Description	Maximum Points
Technical Review	<b>EXECUTIVE SUMMARY</b>	5
	<b>MANAGEMENT ABILITY</b> Experience, Reputation and Resources  <u>Risk Management:</u> Document the approach to identifying and assessing risks. Include an Issues Management plan and escalation procedure.	15
	<b>PROJECT MANAGEMENT</b> <u>Schedule Management:</u> Based on the WBS, refine and define the activities needed to complete the project. Describe how the schedule will be monitored and the approaches to performance reporting that will be submitted to the Region. Produce a Gantt schedule for the project.  <u>Quality Management:</u> In addition to describing the approach to ensuring quality project processes, document the testing approach for both current and new functionality including development of test scripts, preparation of testers, tracking strategy and rework approach, categorization of defects and resolution approach, success criteria for Functional Unit testing, System Integration testing and User Acceptance testing.	25
	<b>FIT GAP</b> <u>Functional Environment:</u> Recommendations for any new delivered functionality that would benefit the Region; Business process flows and required changes in current business processes to "fit" the recommendations; Business process flows and procedures in PeopleSoft for possible automation of current manual processes	
	<b>STAFF CAPABILITIES</b> <u>Proposed Team</u> Provide detailed curriculum vitae of proposed consultants including prior experience with similar Peoplesoft upgrades. Include details on what resources will be located on site and/or off shore.	25
Financial Review	Professional Services	30
	<b>TOTAL SCORE:</b>	<b>100</b>



## APPENDIX D – RFP PARTICULARS

### E. EVALUATION AND RANKING METHOD

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

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

<b>Scoring Category</b>	<b>Description</b>	<b>Numeric Score</b>
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](http://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><b>IRREGULARITY</b></u>	<u><b>RESPONSE</b></u>
1.	Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes.	Automatic rejection.
3.	<b>Insufficient Financial Security</b>	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	i. Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions and Legal and Court Services, the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	<b>Bid Document – execution</b>	
	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.

APPENDIX F – BID IRREGULARITIES

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

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