



REQUEST FOR PROPOSAL

FOR

**NIAGARA REGION MATERIAL RECYCLING FACILITY:
BUSINESS VALUATION, STRATEGIC OPTION EVALUATION
AND MARKET ANALYSIS**

Request for Proposal No.: **2017-RFP-25**
Issued: **Wednesday May 17, 2017**
Submission Deadline: **2:00:00 PM Thursday June 15, 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 **Niagara Region Material Recycling Facility: Business Valuation, Strategic Option Evaluation and Market Analysis**, as further described in Appendix D – RFP Particulars (the “Deliverables”).

PROJECT OVERVIEW

This project is part of a larger initiative which will inform decision-making by Niagara Region toward maximizing benefit from the Material Recycling Facility (MRF), as a Regionally-owned asset. This would be accomplished by identifying the most advantageous MRF ownership structure and related recycling processing and marketing service delivery arrangement, considering the impact of the Province’s extended producer responsibility legislation.

The main project deliverable is to recommend a subset of options for consideration by Council with a clearly articulated roadmap for next steps in order to recommend and implement the best viable MRF ownership structure, which includes any recommended changes to the delivery of processing and marketing services and identification of resulting financial impact to the Region.

The successful proponent will accomplish this work by completing a business valuation of the MRF and its business operations. The successful proponent will also undertake a market analysis and develop strategic options for Niagara Region. The successful proponent will evaluate as a minimum options including maintaining the MRF, divesting the MRF and other alternative public private partnerships.

The successful proponent will reflect the process applied in this project in the development of a decision making matrix which will support Niagara Region in their decision and can be utilized by other Ontario municipalities to make informed decisions on their MRF, related assets and business operations under the Waste Free Ontario Act and future supporting producer responsibility regulations.

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:

**Vicki Lafford-Field
Purchasing Agent**

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

Regional Municipality of Niagara

Tel: 905-980-6000 ext. 3659

Vicki.Lafford-Field@niagararegion.ca

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

1.4 Accommodations for Proponents with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting proponent and all addenda will be issued in such different format only to the requesting proponent.

1.5 Contract for Deliverables

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

1.6 RFP Timetable

Issue Date of RFP	Wednesday May 17, 2017
Deadline for Questions	Thursday June 8, 2017 – 12:00 PM
Deadline for Issuing Addenda	Friday June 9, 2017
Submission Deadline	2:00:00 PM on Thursday June 15, 2017
Public Opening Niagara Region Headquarters 1815 Sir Isaac Brock Way Thorold Ontario	2:15:00 PM on Thursday June 15, 2017
Proponent Interview/Presentation	Late June/Early July
Anticipated Date for Entering into Contract	July 2017

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:

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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 **six (6)** hard copies of their proposal enclosed in a sealed package that is prominently marked with the RFP title and number (see RFP cover page) and the full legal name and return address of the proponent. One (1) hard copy shall be labelled "Master".

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

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

1.8.4 Proposal Submission Content

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

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

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.

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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 **one hundred twenty (120)** running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND RANKING

2.1 Stages of Proposal Evaluation

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

2.2 Stage I – Mandatory Requirements

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

2.3 Stage II – Rated Criteria

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

2.4 Stage III - Pricing

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

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

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

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

3.1.2 Proponents to Follow Instructions and Submit Only Requested Information

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

3.1.3 Proposals in English

All proposals are to be in English only.

3.1.4 Information in RFP Only an Estimate

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

3.1.5 Examination of Site

Not Applicable

3.1.6 Proponents Shall Bear Their Own Costs

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

3.1.7 Proposal to Be Retained by Niagara Region

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

3.1.8 Trade Agreements

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.

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3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

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

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

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

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3.3.3 Notification to Other Proponents

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

3.3.4 Debriefing

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

3.3.5 Proposal Dispute Resolution Procedure

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

- (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

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having access to, confidential information of Niagara Region in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

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

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

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

3.4.2 Disqualification for Prohibited Conduct

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

3.4.3 Prohibited Proponent Communications

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

3.4.4 Proponent Not to Communicate with Media

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

3.4.5 No Lobbying

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

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

- (a) "Lobbying" means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.
- (b) Proponents, their staff members, or anyone involved in preparing a proposal, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region's staff and anyone

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involved in preparing the RFP or participating in the proposal evaluation process, and members of Council.

- (c) Niagara Region may reject any proposal by a proponent that engages in lobbying, without further consideration, and may terminate that proponent's right to continue in the procurement process.
- (d) During a procurement process, all communications shall be made through the Niagara Region Contact. No proponent or person acting on behalf of a proponent or group of proponents, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.
- (e) Elected officials shall refer any inquiries about a procurement process to Niagara Region's Commissioner of Corporate Services/Treasurer.

3.4.6 Illegal or Unethical Conduct

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

3.4.7 Past Performance or Past Conduct

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

3.5 Confidential Information

3.5.1 Confidential Information of Niagara Region

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

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

3.5.2 Confidential Information of Proponent

Proponents are advised that the disclosure of information received in proposals or otherwise relevant to the RFP process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended ("MFIPPA"). Proponents should identify any confidential information in their proposals. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under MFIPPA or any disclosure requirements

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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;
- (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;

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- (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 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
- (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 contact and contact details, including mailing address and email address*]

F. Specific Provisions

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

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

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.	
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

APPENDIX B – FORM OF PROPOSAL

a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Niagara Region to Niagara Region’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

7. Proposal Irrevocable

The proponent agrees that its Proposal shall be irrevocable for a period of **one hundred and twenty (120)** 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	Extended – Lump Sum Total
Deliverable #1 - Initial Valuation of the asset	\$
Deliverable #2 - Initial strategic option analysis	\$
Deliverable #3 - Framework for strategic option analysis evaluation	\$
Deliverable #4 - Market analysis	\$
Deliverable #5 - Identification of recommendations for consideration	\$
Deliverable #6 - Decision-making matrix (Provisional Item)	\$
HST 13%	\$
GRAND TOTAL	\$

Proponents are requested to provide within Envelope #2, a person-hour matrix with their Appendix C that corresponds to the above lump sum pricing per deliverable. In addition to the person hour matrix the Region would request a per diem or hourly rate per staff member that would be assigned to this project for any additional work required. These per diems and hourly rates will not be included in the financial evaluation and for future review. There is no guarantee of additional work. However, these rates shall be held through the assignment timeline and for the six (6) months after the deliverables are completed.

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

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

BACKGROUND

Producer Responsibility Legislation

The Province's Waste Free Ontario Act, 2016, is comprised of the Resource Recovery and Circular Economy Act (RRCEA) and the Waste Diversion Transition Act (WDTA). The high-level enabling legislation provides the framework to place full responsibility of the end of life management of products and packaging on producers. Future regulations and policy statements which will outline how this responsibility will be carried out are still to be developed with input from stakeholders through public consultation. It is expected that the supporting producer responsibility regulations will include details on transition, impact to collection and processing contracts, definition of the service delivery framework and potential compensation for surplus assets.

Considerations for Niagara Region under the Producer Responsibility Framework

Regarding the Blue Box program specifically, three potential scenarios for delivery of services under the new framework include:

1. Municipalities could compete with the private sector to provide residential Blue Box recycling collection and processing/marketing (through third party contractors) and continue to provide depot collection of the designated material, subject to consideration of the compensation for the service provided by producers.
2. Municipalities may continue to only provide partial services such as residential collection/depot services, as part of an integrated collection system, if full compensation for the service is provided by producers.
3. Municipalities may no longer have a role in residential Blue Box recycling service delivery.

These will be future decision points which will be considered by Council.

The uncertainty concerning the compensation to municipalities during the transition and in the new producer responsibility framework along with the municipal role under the new Act, presents significant challenges in planning for future collection and processing contracts. Additional information is also needed to inform municipal decision-making regarding MRF infrastructure planning, possible asset divestiture and changes to the delivery of recycling processing and marketing services over the short to medium term.

Subsequently, Council approved the following:

APPENDIX D – RFP PARTICULARS

1. Regional staff was requested to investigate and evaluate opportunities regarding the MRF considering the legislative changes and potential impact on that asset.
2. In order to leverage good pricing in existing contracts, Regional Council approved three year extensions to the existing waste/recycling/organics collection contract and the MRF recycling processing/marketing contract to 2021, with the inclusion of clauses which allow for early termination. The extensions to March 2021 could generally align with the anticipated transition of Blue Box Program to the producers under the new framework.

Overview of Niagara Region’s MRF and Recycling Processing and Marketing Services

Niagara Region owns the MRF at 5030 Montrose Road, Niagara Falls, Ontario and all related processing infrastructure assets. Niagara has an agreement with a non-profit organization Niagara Employment Agency Inc., doing business as Niagara Recycling, to operate the facility. Niagara Recycling provides Blue Box recycling processing services, marketing of the processed material, procurement of special third party contracts and other initiatives to increase revenue generation.

The processing and marketing services that are currently provided consist of contracts and other arrangements for the processing/marketing of materials from the private sector and other public sector jurisdictions. Approximately 50% of the tonnage processed is from the Region’s curbside and depot collection programs, the majority of which is designated material from the residential sector. The other 50% is from other sources outside of the Region’s system, primarily from other municipal collection programs. See Table 1 for Blue Box material processed and marketed between 2012 and 2016.

Table 1 - Blue Box Recycling Tonnages - Processed vs. Marketed 2012- 2016

Blue Box Tonnes	2016	2015	2014	2013	2012
Processed	78,030	77,005	79,066	84,197	81,965
Marketed ⁽¹⁾	72,543	74,336	73,948	78,879	78,332

Notes:

- 1) Marketed tonnes exclude any BB residue tonnes shipped for disposal.

Background Regional reports and data which will be provided to the successful proponent are outlined in Appendix A.

SCOPE OF WORK

Goals and Objectives

The goal of the project is for the successful proponent to identify and evaluate options for the MRF ownership structure and delivery of recycling processing and marketing services over the next 2 to 10 year period. The successful proponent will develop an evaluation framework that will encompass financial, social and risk considerations in order to undertake the evaluation.

APPENDIX D – RFP PARTICULARS

The project will allow for optimal decision-making regarding short to mid-term infrastructure and operational planning and reduce risk to the Region.

The successful proponent must specifically address whether the Region should divest itself of the MRF and if so, when is the appropriate time for a possible sale. The implementation of potential private public partnership options and alternative service delivery must be evaluated by the successful proponent. The successful proponent will identify the options that are the best value for money and that ensure unnecessary costs are not paid by the taxpayer if the MRF becomes a surplus or “stranded” asset under the Waste Free Ontario Act and supporting regulations, in order to strategically position Niagara’s Blue Box program for extended producer responsibility.

The strategic analysis must consider the anticipated transition (2 to 5 year transition) of the recycling program to full extended producer responsibility and that the detailed regulations to support the Ontario Waste Free Act have yet to be established.

Deliverables

The successful proponent will complete the following items at minimum:

1. An initial valuation of the asset – The successful proponent will complete a business valuation of the asset and business operations. Niagara Region will provide the successful proponent with an independent valuation of equipment and real property. It will also provide the successful proponent with an internal valuation based upon discounted cash flows for its review. The following should be included as part of this valuation:
 - i) Assessment of revenue base and potential of the primary recycling processing business and glass processing system;
 - ii) Assessment of current contracts (e.g. review duration/likelihood of extension, etc.) of current contracts;
 - iii) Assessment of precedent transactions; and
 - iv) Review of the Environmental Compliance Approval (ECA) or other legislative/regulatory restrictions for limitations.
2. Initial strategic option analysis – The successful proponent will look at all options the Region may consider with regards to this asset. The options at a minimum should include the following MRF ownership arrangements:
 - i) Maintaining the asset;
 - ii) Divesting the asset; and
 - iii) Partial divestiture of the asset.

Options that include public private partnership and alternative service delivery options should be addressed. For example, this could include divesting the asset with requirement to keep existing contractor and current service delivery arrangements or divesting a portion of the asset with the Region remaining as a shareholder, lease arrangements, etc.

In each option, the business operations and how the delivery recycling processing and marketing services and other revenue generating initiatives will occur, must be included in the analysis.

APPENDIX D – RFP PARTICULARS

Other options can be developed by the proponent.

3. Framework for strategic option analysis evaluation – The successful proponent will develop a framework to assist Niagara Region in evaluating the various options. The successful proponent will use the framework to undertake a preliminary valuation. The framework should include at a minimum:
 - i) Evaluation of value returned to the taxpayer;
 - ii) Timing for implementation;
 - iii) Risk analysis and mitigation;
 - iv) High level regulatory analysis; and
 - v) Other/intangible benefit analysis.
4. Market analysis – As part of the successful proponent's work, the successful proponent should undertake a market scan of the industry (both in Ontario and other jurisdictions), this scan should also articulate Provincial legislative/regulatory impacts. A summary of this market understanding will be a deliverable of the assignment. The Niagara Region will assist the successful proponent by providing them contact information to key market contacts, however the successful proponent should also undertake additional primary and secondary research.
5. Identification of recommendations for consideration - Based on the analysis and options the successful proponent will recommend a short-list of options that strategically position the Region's program for an optimal transition to extended producer responsibility regime and ensure unnecessary costs are not borne by taxpayers, if assets become stranded under the new legislation.

Roadmap – Based on the analysis and options the successful proponent should develop a roadmap which would outline at a high level the set of actions and timing, the necessary additional analysis, research and required information to be undertaken in the next phase in order to formally recommend and implement a preferred option(s).

6. Decision-making matrix (**Provisional Item**) – The successful proponent will develop a decision-making matrix based on the above work, to support the Region in their decision and to allow Ontario jurisdictions to make informed decisions regarding disposition of their MRF, related assets and business operations considering the Provincial producer responsibility legislative and upcoming regulatory changes. (***Deliverable #6 would be initiated after initial Award of Deliverables #1 through #5, as the Region will determine if the deliverable should be completed subject to external project funding.***)

Meetings and Progress Reports

The successful proponent is required to review and report on the project progress, on a monthly basis at a minimum, via project status reports submitted to the Region by email at the end of each calendar month. This will include outputs from the analysis completed for the Region's review, updated project schedule, status of fees (fees compared to proposal including fees this

APPENDIX D – RFP PARTICULARS

period, fees to date and remaining fees), scope changes including impact to budget and schedule, new issues, work to be undertaken in upcoming month, etc.

The successful proponent will communicate on a regular basis to the Regional Project Manager on outstanding or new issues and ensure all concerns are recorded and dealt with in a timely manner outside of any scheduled meetings.

Meetings shall be scheduled as required but the successful proponent should assume six meetings that will be two hours each, 50% will be on site at the Region and 50% through teleconference. The format of meetings can vary depending on the need e.g. meeting with Regional staff or a presentation with question/answer period at a Regional Standing/Advisory Committee.

Written minutes of all meetings attended by the successful proponent shall be provided by the successful proponent within three working days and will address all issues on the basis of action, information or when resolution is required.

Report and Data Formats

The successful proponent shall provide:

- Microsoft Excel spreadsheet(s) with population of the various costs/revenues for each option, as well as formulas for any assumptions, annual totals, etc., and comparison of all the various options costs.
- Project report detailing the results of the analysis as outlined above and will include all items listed in the Scope of Work, with background tables and spreadsheets included as appendices.
- The decision-making matrix for Ontario jurisdictions must also be provided in an editable Microsoft application format as a stand-alone file(s).
- Executive Summary that summarizes the report results in plain language for the public and be limited to 3-6 pages
- Microsoft PowerPoint presentation overview of the report.
- The final report must meet AODA (Accessibility for Ontarians with Disabilities Act)

Drafts of each output must be submitted to the Region before finalization. The successful proponent will solicit feedback and incorporate any changes to draft documents until the final version is accepted by the Region.

Each output must incorporate the following acknowledgement:

This project has been delivered with the assistance of Resource Productivity and Recovery Authority's Continuous Improvement Fund, a fund financed by Ontario municipalities and stewards of Blue Box waste in Ontario. Notwithstanding this support, the views expressed are the views of the Niagara Region, and Resource Productivity and Recovery Authority and Stewardship Ontario accept no responsibility for these views.

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APPENDIX D – RFP PARTICULARS

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All reports and background data will be prepared in Microsoft Word and Excel or other file formats which the Region preapproves. Ownership of both hard copies and digital copies must be transferred to the Region and CIF upon completion of the project.

Schedule

The selected successful proponent will be expected to commence work within thirty days of award of the Contract. The target completion date for the project deliverables is **October 20, 2017** and this should be reflected in the successful proponent's project schedule. The proponent may propose an alternative completion date if appropriate based on the Scope of Work.

The successful proponent's work plan schedule must include:

- i) Identify critical path, include milestones and deliverables
- ii) Include the dates of all proposed meetings and the requirements for client-supplied information/decisions that are required to maintain the proposed schedule
- iii) Identify the person(s) who will be conducting the work and the hours required
- iv) This schedule must be baselined, updated and resubmitted monthly or more frequently as deemed necessary for the project by the Region
- v) Once the Project Schedule has been finalized by the Region and the Consultant, the Region's Project Manager will use the Final Project Schedule to monitor the monthly progress of the project
- vi) If at any time the project is estimated to be behind schedule, the proponent is required to identify what actions/resources are to be applied to the project in order to bring the project back on schedule
- vii) Microsoft Project will be the main tool for Project Management.

B. MATERIAL DISCLOSURES

Related Reports and Data

Available Reports and Data

1. [PW 67-2013 Processing Agreement with Niagara Recycling \(July 2, 2013\)](#)
 - [Appendix 1 - Highlights of the Current Processing Agreement](#)
 - [Appendix 2 - exp. Evaluation Report](#)
 - [Appendix 3 - Benefits of the Partnership Between Niagara Recycling and Niagara Region](#)
 - [Appendix 4 - Niagara Recycling Background](#)
 - [Appendix 5 - Memo from RRIT](#)
 - [Appendix 6 - Memo from Waste Management Services](#)
 2. [PWC 35-2016 Extensions to Collection Contract and Recycling Processing Contract \(July 12, 2016\)](#)
(starting on page 50)
-

APPENDIX D – RFP PARTICULARS

3. [WMPSC-C 32-2016 Waste Management 2014 Benchmarking Report \(July 11, 2016\)](#)
(starting on page 6)
4. [PW 10-2017 Haldimand County Recycling Processing Contract \(May 9, 2017\)](#)
(starting on page 15)

Reports and Data to be Provided to Successful Proponent

1. Niagara Region Material Recycling Facility: Market Appraisal of Buildings and Land, 2017
2. Niagara Region Material Recycling Facility: Processing Lines and Systems, Rolling Stock and Equipment State of Repair Assessment and Valuation, 2017
3. Niagara Region Material Recycling Facility: Internal Valuation Based Upon Discounted Cash Flows, 2017
4. Current Contract Agreements
5. Tonnage Data
6. Actuals for Operating and Capital for the MRF 2012 – 2016 and the 2017 Budget
7. Niagara Region Material Recycling Facility Options Assessment, 2014

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

APPENDIX D – RFP PARTICULARS

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
1. PROPOSAL (first envelope)			
Firm Overview and Qualifications (5%)	5%		
Team Overview and Qualifications (30%)			
<ul style="list-style-type: none"> • Project Lead • Project Manager • Team Members 	15%		
Experience in (i) Valuation, (ii) M&A, (iii) Market Analysis	10%		
	5%		
Approach (25%)			
<ul style="list-style-type: none"> • Project understanding • Risk understanding • Sample deliverables 	15%		
	5%		
	5%		
SUBTOTAL – Technical Proposal	60%		
Benchmark to Proceed to Stage 2 and 3	42% out of 60%		
2. INTERVIEW/PRESENTATION	10%		
3. FEE PROPOSAL (second envelope)	30%		
TOTAL	100%		

E. EVALUATION AND RANKING METHOD

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

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

Pricing is worth **30** points. The proponent’s price is determined by **Total Contract Price as Provided in Envelope B**.

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

APPENDIX D – RFP PARTICULARS

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,

APPENDIX F – BID IRREGULARITIES

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