

THE CORPORATION OF THE TOWNSHIP OF IGNACE



REQUEST FOR PROPOSAL

RFP: Water Quality Baseline Studies

Issue Date: July 20, 2020

Closing Date: August 21, 2020

Closing Time: 4:00 p.m. (Central day light time)

Closing Location: Township of Ignace
34 Highway 17 west, P.O. Box 248
Ignace, Ontario, Canada P0T1T0

SINGLE POINT OF CONTACT FOR THIS RFP:

Marco Hinds
Special Projects Manager Phone: (807)934-2202 Ext. 1039
E-mail: mhinds@ignace.ca
(Alternate contact: Penny Lucas Ext. 1038)

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Township of Ignace Award & Financial Aid
34 Highway west 17 west P.O. Box. 248
Ignace, Ontario, Canada POT 1T0
807-934-2202

RFP TIMETABLE

RFP Title	Water Quality Baseline Studies
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Proponents should submit their proposals according to the following timetable and instructions.

Issue Date of RFP	July 20, 2020
Deadline for Questions	August 3, 2020
Deadline for Issuing Addenda	August 12, 2020
Submission Deadline	August 21, 2020
Rectification Period	Five (5) Days unless otherwise noted in a Rectification Notice.

For the purposes of this procurement process, the Township contacts shall be:

Marco Hinds
Special Projects Manager
34 Highway 17 West, PO Box 248
Ignace, ON P0T 1T0
Tel. (807) 747-0138
Email mhinds@ignace.ca

The RFP Timetable is tentative only, and may be changed by the Township at any time. Any changes to the RFP Timetable will be issued by way of Addenda, all of which will be posted online.



PART 1 - INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by The Corporation of the Township of Ignace (hereinafter referred to as (“the Township”) to prospective Proponents to submit a Proposal for the provision of Goods and/or Services as further described in **Appendix A - Scope of Work** (the “Deliverables”).

Proponents are invited to submit a competitive proposal for Water Quality Baseline Studies in the Township of Ignace and the Nuclear Waste Management Organization (NWMO) Siting area.

The Township of Ignace is a rural community located on the junction of the Trans-Canada Highway (2½ hours west of Thunder Bay, Ontario, and 5½ hours east of Winnipeg, Manitoba) and Highway 599 - Ontario’s most northerly paved highway, leading to Savant Lake, Pickle Lake and winter roads further north to many First Nation communities. It is on the eastern gateway to Ontario’s Sunset Country in Northwestern Ontario and gives access the region’s remote waterfalls, rivers and lakes - as well as the forests that surround them.

The Township was founded in 1879, incorporated in 1908, and covers 72.66 square kilometres with a permanent population of 1202 based on the 2011 Census Data. For more information on the Township, please visit www.ignace.ca.

1.2 Type of Agreement for Deliverables

The selected Proponent will be requested to enter into negotiations for an Agreement with the Township for the provision of the Deliverables, which shall incorporate the entirety of this RFP.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

The Township does not guarantee the value or volume of work to be assigned to the successful Proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Township may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

1.4 Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”)

The Township provides equal treatment to people who require accessibility accommodations. Proponents must strictly comply with all applicable accessibility standards required by the *AODA* and its regulations while carrying out their obligations



Township of Ignace Award & Financial Aid

34 Highway west 17 west P.O. Box. 248

Ignace, Ontario, Canada POT 1T0

807-934-2202

under any Agreement entered into with the Township. Failure to comply with the *AODA* may result in the immediate termination of any Agreement.

If requested by the Township, Proponents shall provide documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the number of attendees. If the Township deems a Proponent non-compliant with the requirements of the *AODA*, the Township may require that Proponents, at their sole expense, amend their accessibility policies, practices and procedures.

[End of Part 1



PART 2 – PROPOSAL SUBMISSIONS

2.1 Proposal Submission Information

2.1.1 Timing for Submissions

The timing for all Proposal submissions is set out above in the RFP Timetable.

2.1.2 Proposal Submissions

- a) Proposals must be submitted **no later than 4:00 pm CST on August 21, 2020.**
- b) Completed Proposals may be submitted in the following ways:
 - i. Two (2) hardcopies to the Corporation of the Township of Ignace, Attn: Marco Hinds, 34 Highway 17 West, Ignace, Ontario POT 1T0, or;
 - ii. In PDF form, electronically submitted to the Township of Ignace to: mhinds@ignace.ca

2.1.3 Proposals Must Be Submitted on Time

Proposals submitted after the Submission Deadline will be rejected without exception. The Township strongly recommends Proponents give themselves sufficient time of at least one (1) hour before the Submission Deadline to begin the uploading process and to finalize their submission.

The Township shall not be responsible for technical issues such as network or power failures, computer failure, internet browser, and mistakes / errors in filling the Proposals that cause Proponents to fail to submit Proposals before the Submission Deadline as specified in the RFP.

2.1.4 Amendment of Proposals

Submissions may be amended, but only on or before the Submission Deadline. Proponents may not make amendments to their Proposals after the Submission Deadline.

2.1.5 Withdrawing Proposals

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal.

To effect a withdrawal, a notice of withdrawal must be signed by an authorized representative of the Proponent and sent to the Township Contact.

The Township is under no obligation to return withdrawn Proposals.

2.2 Stages of Proposal Evaluation

The Township will evaluate Proposals in five (5) stages:

2.2.1 Stage I: Mandatory Requirements

During Stage I, the Township will review each Proposal to determine whether it complies with the Mandatory Requirements. The Mandatory Requirements of the RFP process are as follows:

- Submission Form A - Proponent Acknowledgements
- Submission Form D - Agreement to Bond
- Submission Form E - List of Subcontractors
- Technical Specification sheet for proposed Water Quality parameters

Proponents who have met the Mandatory Requirements will proceed to Stage II. Proposals failing to satisfy the Mandatory Requirements as of the Submission Deadline will either be disqualified, or the Proponent may be provided an opportunity to rectify any deficiencies within the Rectification Period. See section 2.4 for more information.

2.2.2 Stage II: Compliance to Technical Specification

This is a pass or fail stage. Proponents are requested to submit a **Technical Specification sheet** (cut sheet) for the proposed Water Quality parameters.

The Township will review the proposed specification sheet for compliance with technical specification for the location. In order to proceed to the next stage of the evaluation (Stage III: Rated Criteria) the specification sheet must comply with the water quality parameters technical specification outlined in the Specifications sheet.

2.2.3 Stage III: Rated Criteria

During Stage III, the Township will score each qualified Proposal based on the specified Rated Criteria. Each Proponent will receive a score out of 100 points during this stage. Proponents who have met the specified minimum threshold as indicated on Submission Form F - Rated Criteria will proceed to Stage IV. Proponents who have not met the specified minimum threshold will not be considered further. See Submission Form F - Rated Criteria for descriptions and details of the criteria.

Proponents are required to complete and submit ONE Rated Criteria Form (Submission Form F) regardless of number of locations they are bidding on.

All Proponents including those that have been pre-qualified with the Township will have to submit the Rated Criteria Form.

2.2.4 Stage IV: Pricing

During Stage IV, the Township will be evaluating and ranking the pricing submitted. The evaluation of price will only be undertaken after evaluation of mandatory requirements, compliance to technical specification and rated requirements have been completed. Upon completion of Stage III, the Township will open the pricing form and all proponents will be ranked. The combined weighted score of pricing and rated criteria will be analyzed and the highest ranked submission will prevail subject to the Township's bypass rights.

Proponents should refer to the Pricing Form (Submission Form C) for more details.

2.2.4 Stage V: Final Ranking

During Stage V, the Township will finalize the scores for Stages III and IV. Proponents will receive a weighted score with respect to the Rated Criteria. For purposes of the Final Ranking, the Township will convert the scores received in Stage II from a score out of 100 to a score out of its weighted allotment and add it to the score for Stage III.

Proponents will receive a final score out of 100, which will be obtained as follows:

- **60 points** for Stage II - Rated Criteria (Submission Form F - Rated Criteria);
 - Rated Criteria score converted from a score out of 100 to a score out of 60 by multiplying by 0.60 **plus:**
- **40 points** for Stage III - Pricing (Submission Form C - Pricing Form)

The sum of these will determine each remaining Proponent's final ranking. The Proponent with the highest final ranking out of 100 shall prevail.

If the proponent is the highest rank proponent on more than one location, the Township reserves the right to base its decision on which location to award the proponent based on the proponent's capacity (as assessed and determined by the Township in its sole discretion) and the financial interests of the Township. The Township will determine the proponent's capacity to provide services for more than one job based on the proponent's responses in:

- a) The Stage III: Rated Criteria; and
- b) As specified by proponent in Submission Form C; and
- c) Further Interviews with the proponent as required by the Township to satisfy itself that the proponent has the required capacity.

If not persuaded with the Proponent's capacity, the Township may consider the next highest ranked bidder and so on.



The Township reserves the right to waive informalities in or reject any or all proposals or accept the proposal deemed most favorable in the interests of the Township. The proposal with the highest scoring may not be selected for award of the work.

2.3 Forms, Submission and Rectification

2.3.1 Forms and Submission

Other than the submission of the Mandatory Requirements as noted in section 2.2.1, Proponents may not make any changes to any of the other forms. The forms noted below must be reviewed, completed fully and accurately, and returned as part of the final Proposal.

2.3.2 Submission Form A - Proponent Acknowledgments

Each Proposal must include a Proponent Acknowledgements Form (Submission Form A) completed and signed by an authorized representative of the Proponent and a witness.

2.3.3 Submission Form B - Not Applicable

2.3.4 Submission Form C - Pricing

Each Proponent must include a Submission Form C - Pricing completed according to the instructions contained in the form, as well as the following instructions:

- a) pricing shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST;
- b) pricing 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 The Township, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any licenses or fees or other charges required by law.

Proponents are to provide their response to Submission Form C - Pricing in the correct section (Submission Form C - Pricing). Failure to submit in the correct section or submission in multiple sections will lead to disqualification.

2.3.5 Submission Form D - Agreement to Bond

Each Proponent must complete the Submission Form D - Agreement to Bond, or provide the appropriate commitment letter as per the instructions included on the form.

2.3.6 Submission Form E - List of Subcontractors

Each Proponent must complete the list of all subcontractors who will be used to execute portions of work for this project.



2.3.7 Submission Form F - Rated Criteria

Each Proponent must complete the Rated Criteria according to the instructions included in the form.

2.4 Rectification Period

Proposals satisfying the Mandatory Requirements during the Rectification Period will proceed to Stage II. If any Stage I Mandatory Requirements are not satisfied (**excluding Submission Form C and Submission Form F**), you will be notified and will be given the amount of time, as stated in the RFP Timetable, to rectify. If the Rectification Notice does not provide for a Rectification Period, then the Rectification Period shall be 5 business days. The Rectification Period will begin to run from the date and time that the Township issues its Rectification Notice to the Proponent. Proposals failing to satisfy the Mandatory Requirements or rectify within the Rectification Period will be excluded from further consideration.

2.5 Tie Score

In the event of a tie score, the selected Proponent will be determined by way of a coin toss witnessed by a minimum of two Township staff members.

[End of Part 2]



PART 3 – TERMS AND CONDITIONS OF THE RFP

PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents shall structure their Proposals as instructed in this RFP. Where information is requested in the RFP, any response made in a Proposal should refer to the section number(s) of the RFP where the request was made.

3.1.2 Proposals in English

All Proposals shall be in English only.

3.1.3 No Representations

The Township does not make any representations or warranties, express or implied, in fact or in law, with respect to the accuracy or completeness of any data, materials or other information that it has provided or will provide to Proponents in writing or orally in connection with this RFP process (collectively, “RFP Information”). Neither the Township nor its representatives shall be liable for any claim, action, cost, loss, damage or liability whatsoever arising from or related to any information or advice or any errors or omissions that may be contained in the RFP Information.

3.1.4 Proponents Shall Bear Their Own Costs

Each Proponent shall bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.5 Mathematical Errors in Submission

Where there is a discrepancy between the total sum of the unit prices and the stated total price, the price which is the lower of the two shall prevail. Proponents shall be entitled to withdraw Proposals containing mathematical errors.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Each Proponent shall perform its own due diligence in preparing its Proposal and shall not be entitled to rely on any RFP Information. Each Proponent represents and warrants that it has carefully examined this RFP and has a clear and comprehensive knowledge of the Deliverables.

It is the responsibility of the Proponent to seek clarification from the Township Contact on

any matter it considers to be unclear. If a Proponent believes that any element of the RFP is unclear or ambiguous, the Proponent shall:

- a) report any errors, omissions or ambiguities to the Township Contact; and
- b) direct questions to or seek additional information only from the Township Contact on or before the Deadline for Questions. All questions submitted by Proponents to the Township Contact shall be deemed to be received once the notification has been received by the Township Contact.

The Township may respond to Proponents' inquiries by issuing Addenda, each of which shall form part of this RFP. The onus remains on each Proponent to make any necessary amendments to its Proposal to reflect the terms of any Addenda issued by the Township.

The Township is under no obligation to provide answers or additional information, by way of Addenda or otherwise. The Township shall not be responsible for any misunderstanding on the part of the Proponent concerning the RFP process.

3.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by Addenda in accordance with this section. If the Township, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Proponents by Addenda. All Addenda will form an integral part of the RFP.

Addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all Addenda issued by the Township. Each Proponent shall acknowledge receipt of all Addenda by indicating, in the table at the end of Submission Form A, the total number of Addenda that have been issued by the Township in connection with this RFP. Failure to incorporate all Addenda in the bid submission may result in the rejection of the Proposal, at the sole discretion of the Township.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any Addendum is issued after the Deadline for Issuing Addenda, the Township may at its discretion extend the Submission Deadline as required.

3.2.4 Verify and Clarify

When evaluating responses, the Township may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proposal. The Township may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.2.5 No Incorporation by Reference

The entire contents of each Proposal shall be submitted in a fixed form. The contents of

websites or other external documents merely referred to in a Proposal will **not** be considered to form part of its Proposal.

3.2.6 Proposal to Be Retained by the Township

The Township will not return the Proposal or any accompanying documentation submitted by a Proponent.

3.3 Negotiations, Notification and Debriefing

3.3.1 Selection of Top-Ranked Proponent

The top-ranked Proponent, as established under Part 2 - Proposal Submissions, may receive a written invitation from the Township contact to enter into direct contract negotiations with the Township.

3.3.2 Timeframe for Negotiations

The Township intends to conclude negotiations, if any, with the top-ranked Proponent within **FIFTEEN (15) Days** commencing from the date the Township invites the top-ranked Proponent to enter negotiations. A Proponent invited to enter into direct negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

As a condition of award, the lowest priced Proponent shall submit in a timely fashion:

- 1) Proof of required insurance as issued; and
- 2) The following business information:
 - a. Type of business entity, and date of formation; (Ex. Corporation, partnership, sole proprietor, LLC etc.)
 - b. Evidence of business status; (ex. Corporate Good Standing Certificate, no more than 60 days old); Business mailing address (head office and local office, if different);
 - c. Listing of all directors and officers; (or equivalent if not a corporation)
 - d. Authorization document of the signatory(s); (power of attorney, incumbency certificate(s) etc.)

3.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 3 - Terms and Conditions of the RFP Process and Submission Form A, and will not constitute a legally binding offer to enter into an Agreement on the part of the Township or the Proponent. Negotiations may include requests by the Township for supplementary information from

the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Township for improved pricing from the Proponent.

3.3.4 Failure to Enter into Agreement

If any Agreement is not entered into within the allotted **FIFTEEN (15) Days** of award notification, the Township may terminate negotiations with that Proponent or abort the RFP process and not enter into any Agreement with any Proponent. The Township may also invite the next-best ranked Proponent to enter into negotiations.

In accordance with the process rules in this Part 3 - Terms and Conditions of the RFP Process and the Submission Form A, there will be no legally binding relationship created with any Proponent prior to the execution of an Agreement. With a view to expediting Agreement formalization, at the midway point of the above-noted timeframe, the Township may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above noted timeframe lapses, the Township may discontinue further negotiations with the top-ranked Proponent. This process shall continue until an Agreement is formalized, until there are no more Proponents remaining that are eligible for negotiations or until the Township elects to cancel the RFP process.

3.3.4 Debriefing

Unsuccessful Proponents may request a debriefing session with the Township. Requests for a debriefing session must be made in writing to the Township Contact within sixty (60) days of notification of award. The intent of the debriefing session is to aid the unsuccessful Proponents in presenting a better Proposal in subsequent procurement opportunities, and not for the purpose of challenging the procurement process.

3.3.5 Procurement Protest Procedure

If a Proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the Township Contact within twenty (20) days of notification of award.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Township in its sole discretion may disqualify a Proponent for any conduct, situation or circumstances which constitutes or potentially constitutes a Conflict of Interest.

3.4.2 Prohibited Proponent Communications

The Proponent shall not engage in any communications with the Township other than the Township Contact and should take note of the Conflict of Interest declaration set out in the Submission Form A.

3.4.3 Proponent Not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any Agreement awarded pursuant to the RFP without first obtaining the written permission of the Township Contact.

3.4.4 No Lobbying

A Proponent may not in relation to the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved Proponent(s). Further, no such person shall attempt to communicate in relation to the RFP or its Proposal, directly or indirectly, with any director, officer, employee or other representative of the Township, except as expressly directed or permitted by the RFP. Any unauthorized communications will be cause for the disqualification of the Proponent's Proposal.

3.4.5 Illegal or Unethical Conduct

Proponents shall not engage in any illegal or unethical bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents that are in any way affiliated with another Proponent seeking to submit a Proposal must disclose such affiliations, including ownership, management or contractual agreements in Submission Form A (Conflict of Interest). The Township, in its sole discretion, may prohibit affiliated Proponents from submitting Proposals for the same RFP or otherwise accepting their Proposals.

Any lobbying or unethical conduct, including inappropriate communications, offers of gifts to the Township employees, officers or board members, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process, is strictly prohibited. Conduct of this nature will be cause for the immediate disqualification of the Proponent's Proposal.

3.5 Confidential Information

3.5.1 Confidential Information of TCHC

All information provided by or obtained from the Township in any form in connection with the RFP either before or after the issuance of the RFP:

- a) is the sole property of the Township and must be treated as confidential;
- b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent contract;
- c) must not be disclosed without prior written authorization from the Township; and

- d) shall be returned by the Proponents to the Township immediately upon the request of the Township.

3.5.2 Confidential Information of Proponent

Each Proponent must identify any information in its Proposal or any accompanying documentation supplied in confidence, for which confidentiality is to be maintained by the Township.

The confidentiality of such information will be maintained by the Township, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that the Township is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, and thus may be required to disclose the name and price of the winning Proponent through a Freedom of Information request.

Furthermore, Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to the Township's advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFP, questions shall be submitted to the Township Contact.

3.6 Procurement Process Non-binding

3.6.1 No "Contract A" and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a) the RFP shall not give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- b) neither the Proponent nor the Township shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honor a response to the RFP.

3.6.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective Proponents for the purposes of negotiating an Agreement. No legal relationship or obligation regarding the procurement of any good or service shall be created between any Proponent and the Township by the RFP process until the Agreement is executed by the Township and a Proponent.

3.6.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of an Agreement, such information will be assessed during the evaluation of

the responses and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or Agreement award.

3.6.4 Disqualification for Misrepresentation

The Township may disqualify a Proponent or rescind an Agreement entered into with a Proponent, if the Proponent's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

3.6.5 References

The Township's evaluation of each Proponent may take into account the Proponent's references, and the Proponent's past performance on previous contracts with the Township, or other Township affiliates or social housing providers.

3.6.7 Cancellation

The Township may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

The terms and conditions in this Part 3 are:

- a) 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) non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- c) to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada.

3.8 Performance Reviews

The Deliverables to be provided by the successful Proponent will be subject to periodic review to ensure that the Deliverables are performed in accordance with the contracted specifications and the Township's policies. The results of the reviews may be shared with the Township's Council and other Township departments. Performance records shall be maintained on file and shall be considered in future procurement decisions. Poor performance may result in suspension from participation in Township bids and projects in the future.

3.9 Bypass Right

The Township reserves the right to bypass the lowest priced or highest ranked qualified Proponent if:

- 1) Under a current or previous Township contract the Proponent:
 - a) has failed to prosecute the work/services in accordance with the required standard of care;
 - b) has caused delays to the schedule; and/or
 - c) has failed to deliver the scope of work/services on budget; and
- 2) There is documented proof of performance issues on Township project(s) evidencing that the Proponent has failed or is failing to prosecute the work/services in accordance with the contract documents, schedule, budget, and/or standard of care required for successful, deficiency free, timely, on-budget delivery; and
- 3) Based on the documented performance issues it is likely that the Proponent will be unable to deliver the work/services of the current RFP on schedule, deficiency free, and/or for the promised price.
- 4) The Proponent, or any of its shareholders, directors, officers, subsidiaries or affiliates, is a party to any current litigation, or anticipated litigation, with the Township or its subsidiaries.

[End of Part 3]

PART 4 - MATERIAL DISCLOSURES

4.1 Insurance Coverage Requirements

Upon award of the Agreement, the successful Proponent shall, at its own expense, obtain and maintain the required insurance throughout the term of the Agreement. Such insurance shall remain in full force and effect for the term of the Agreement.

The successful Proponent must produce, upon request by the Township, confirmation pursuant to this section, as applicable. Failure to comply within seven (7) Days of the request by the Township may result in Agreement termination.

4.1.1 General Liability Insurance

The limits of this insurance shall be for an amount not less than **\$5,000,000** with a deductible of not more than **\$5,000**. General Liability Insurance shall be in the name of the Proponent and the Township and its Subsidiaries shall be named as an additional insured under such policy. The Party responsible for a specific claim under this policy shall be responsible for the deductible.

4.1.2 Automobile Insurance

The limits of this insurance shall be for an amount not less than **\$2,000,000** per occurrence covering all vehicles used in any manner in connection with the provision and performance of the Agreement.

4.1.3 Broad Form Property Insurance

The limits of this insurance will be in accordance with CCDC2 contract, including CCDC 41 - CCDC Insurance Requirements.

4.1.4 - Not Applicable

4.1.5 Contractors Pollution Liability Insurance

The limits of this insurance shall be for an amount not less than **\$5,000,000** per claim, with a deductible of not more than **\$5,000**, and the Township and its Subsidiaries shall be named as an additional insured under such policy.

4.2 Workplace Safety and Insurance Board (WSIB)

Upon award of the Agreement, it is the responsibility of the successful Proponent to ensure the Township is provided a valid Certificate of Clearance from the WSIB or valid independent operator number including proof of personal coverage as identified below.

4.2.1 WSIB Clearance Certificate

Upon award of the Agreement, the successful Proponent agrees to maintain its WSIB

account in good standing throughout the term of the Agreement. The Township will require the successful Proponent to produce a valid Clearance Certificate from WSIB upon expiration during the term of the Agreement and prior to any payment under the Agreement. If the successful Proponent does not produce confirmation pursuant to this section as applicable, the Township in its own discretion may terminate the Agreement immediately.

4.3 Site Specific Health and Safety Plans

Upon award of the contract, the Proponent agrees to provide a specific health and safety plan for the particular project for review with the Township project manager. The Plan will reflect the following items:

- a) Procedures for identifying, reporting and management of hazards in the workplace
- b) Incident reporting and investigation process
- c) Corrective/Preventative measures to prevent incidents/escalations
- d) Safety arrangements and precautions to protect the public from construction activities
- e) Storage of materials
- f) Provide safety checklist for specific equipment and activities
- g) Periodic review of the subcontractors for conformance to the Health and Safety Plan

4.4 Staff Identification

Upon award of the contract, Proponent agrees that all Proponent agents, employees, subcontractors and representatives will carry the required Township identification badges and properly display them at all times while on Township property. When required, Proponent will also ensure Proponent vehicles will be appropriately branded and carry the correct markings including Proponent name and registration numbers (e.g. TSSA number).

4.5 Notification of Designated Substances on Project

The following designated substances may occur on site:

- a) N.A.

4.6 Notification of Site Conditions or Other Hazards

The following hazards may occur on site:

- a) N.A.

4.7 Asbestos

Due to the age and construction of the Township's portfolio, asbestos may be present at

a location where the Proponent is to perform work. The asbestos records pertaining to any particular building are indicated in the signage and the inventory log located in each building's management office. Where the Township anticipates asbestos abatement as part of the scope of work, Proponents shall provide pricing and any other information requested by the Township for evaluation prior to the award of a contract. Where the Township does not anticipate asbestos abatement to form part of a scope of work, any asbestos related work that seems necessary may, at the Township's sole discretion, be added to the scope of work by means of a change order.

Whenever encountering asbestos, Proponents shall comply with Federal, Provincial and local requirements pertaining to the handling, management, haulage, and/or disposal of Hazardous Materials including but not limited to the following:

- a) Ontario Ministry of Labour, Occupational Health and Safety Act, Regulation 838 (former O. Reg 654/85) respecting Asbestos on Construction Projects and in Buildings and Repair Operations.
- b) Ontario Ministry of the Environment and Energy Regulation 347 (formerly O.Reg 309) under the Environmental Protection Act.
- c) Ontario Regulation 356, Highway Traffic Act.

Proponents shall submit to the Township an Asbestos Abatement Certificate, stamped receipt and all other relevant documentation within fifteen (15) business days of project completion.

4.8 Requirement for Unionized Labour

Any part of the Services that is the work of union members represented by the union Locals under the provisions of any collective agreements by which the Township is bound, shall in each such case be performed only by an employer also bound by such agreement.

Without limiting the generality of the foregoing, collective agreements shall include agreements covering the residential sector of the construction industry and other sectors of the construction industry, including the industrial commercial and institutional sectors, in the geographical area in which the Services site is located. This section shall apply to each subcontractor with all necessary changes. The Contractor shall include the provision of section 4.8, with all necessary changes, in each of its contracts with subcontractors for any part of the Services.

The Contractor shall indemnify and save harmless the Township from and against all loss, cost, claim, expense or damage suffered by the Township arising from the failure of the Contractor or subcontractor to comply with the requirements of section 4.8.

4.9 Proponents Responsible for Obtaining Independent Legal Advice

The Township cannot answer any questions pertaining to the successful Proponent's



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obligations under the Township's collective agreements. We are unable to provide legal guidance concerning a Proponent's legal liability or answer any questions regarding whether union labour will be required in the provision of the services. The Township encourages all Proponents to secure independent legal advice based on the specifics of the Collective Agreements, the Proponent's business, and the exact services to be provided under the RFP.

[End of Part 4]



SUBMISSION FORM A – PROPONENT ACKNOWLEDGEMENTS

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments 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:	
HST Number:	
RFP Contact Person and Title:	
RFP Contact Office Phone:	
RFP Contact Cell Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

Proponent must review and acknowledge Agreement of the clauses below, and must complete all indicated items and include in their submission.

2. Acknowledgment of Non-binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Township and the selected Proponent have executed a written Agreement.

3. Ability to Provide Deliverables

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The Proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed Agreement.

4. Non-binding Price Estimates

The Proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form set out in Submission Form C. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The Proponent must download, read and accept and incorporate all addenda issued by the Township prior to the Deadline for Issuing Addenda into their submission. The onus remains on Proponents to make any necessary amendments to their Proposal based on the addenda. The Proponent must confirm that it has received all addenda.

6. Policies

The Proponent hereby confirms that it has read, understood and agrees to comply with the following policies, practices and statements provided upon request via the USB flash drive attached to this RFP package:

- Health and Safety Policy
- Employee Code of Conduct
- Accessibility Policy
- Workplace Anti-Harassment and Discrimination Policy
- Procurement Policy

7. Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited under Section 3.4 of this RFP.

8. 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 the Township to the Township's advisers

retained for the purpose of evaluating or participating in the evaluation of this Proposal.

9. Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” means:

- 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 the Township 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 Agreement 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.
- c) has a fiduciary, family, directorship, shareholder or any other non-arm’s length relationship with any other company potentially bidding on this RFP.
- d) has engaged any ex-Township employee as employees, advisers, or in any other capacity and (a) who have participated in the preparation of the Proposal; **AND** (b) were employees of the Township and have ceased that employment within twelve (12) months prior to the Submission Deadline.

9.1 Conflict of Interest Declaration

If the Proponent needs to declare an actual or potential Conflict of Interest, the Proponent must set out details of the actual or potential Conflict of Interest below. If the box below is left blank, the Proponent will be deemed to declare that (i) there was no Conflict of Interest relating to the preparation of its Proposal; and (ii) the Proponent does not foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.



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Conflict Type As Described Above	Describe Nature Of Conflict Of Interest

Provide additional details on a separate piece of paper if required.



9.2 Conflict of Interest Declaration - Township Staff

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our Proposal; **AND** (b) were employees of the Township and have ceased that employment within the twelve (12) months prior to the Submission Deadline:

Name of Individual:	
Job Title:	
Department:	
Last Date of Employment with the Township:	
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:	

Name of Individual:	
Job Title:	
Department:	
Last Date of Employment with the Township:	
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:	

(Repeat above for each individual)



The Proponent agrees that, upon request, the Proponent shall provide the Township with additional information with regards to each individual identified above in the form prescribed by the Township.

10. Confirmations

I hereby confirm reading, acknowledging and agreeing to the above items 2 to 8 in Submission Form A.

Yes No

I confirm that that any real or possible conflicts of interest as outlined in item 9 have been disclosed in the form above.

Yes No

I confirm that the Proponent, or any of its shareholders, directors, officers, subsidiaries or affiliates, is not a party to any current litigation, anticipated litigation, or any other formal dispute resolution procedure with the Township or its subsidiaries.

Yes No

I confirm the pricing listed in Submission Form C for the Work listed in the Deliverables is for the complete work, in accordance with applicable Contract requirements and include all overhead and profit mark-up.

Yes No

I confirm that each of the Forms listed below has been reviewed and/or completed (as indicated) and is enclosed with the submission.

FORM / RESOURCE	INITIAL TO ACKNOWLEDGE
# of Addenda Received = _____(specify number)	
Submission Form A - Proponent Acknowledgement (attached)	
Submission Form C - Pricing (attached)	
Submission Form D - Agreement to Bond (attached)	
Submission Form E - List of Subcontractors (attached)	
Submission Form F - Rated Criteria (attached)	
Township Policies and Employee Code of Conduct (reviewed)	
Appendix A - Scope of Work (reviewed)	



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I confirm that I have authority to bind the Proponent, and attest to the accuracy of the information provided in this Proposal.

Signature of Proponent Representative	Proponent Name, and Title
Dated:	Name of Proponent Company
Witness Signature	Witness Name, and Title



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SUBMISSION FORM B - NOT APPLICABLE



SUBMISSION FORM C - PRICING

Instructions:

- 1) Each Proponent must fully complete Submission Form C - Pricing, which is **attached as a separate file. Please refer to the attached file - Submission C - Pricing.** The electronic copy of Submission Form C must be submitted in **EXCEL (.xls or .xlsx) format.**

Submissions in no other format will be accepted.

- 2) Proponents are to provide their response to Submission Form C - Pricing in the correct section. Failure to submit in the correct section or submission in multiple sections will lead to disqualification.
- 3) Pricing must be in Canadian dollars excluding HST, but must include any and all additional costs and expenses, including but not limited to bonding, licenses, travel and sundry disbursements.
- 4) Pricing must be fully completed or Proponents will be disqualified. No changes to pricing are permitted at any time after the Submission Deadline including during the Rectification Period. For certainty, this means that missing pages will cause a Proposal to be disqualified. If Submission Form C is missing from a Proposal, it will cause the Proposal to be disqualified. If a line item is left blank, The Township shall assume there is "NO COST" for that line item and the Proponent shall not be able to change its pricing from what is indicated.
- 5) In case of any changes to the Pricing Forms included in this RFP, Proponent shall use most the recent Pricing Form communicated by the Township by way of Addenda (if any issued).
- 6) Failure to comply with these instructions will lead to disqualification of Proponent at Stage III - Pricing.

Weighted Price Calculation

Each Proponent will receive a percentage of the total possible points allocated to price proposal by dividing that Proponent's price into the lowest bid price. For example, if a Proponent bids \$120,000 and that is the lowest bid price, that Proponent receives 100% of the possible points for that location ($120,000/120,000 = 100\%$). A Proponent who bids \$150,000 receives 80% of the possible points for that location ($120,000/150,000 = 80\%$), and a Proponent who bids \$240,000 receives 50% of the possible points ($120,000/240,000 = 50\%$).

Lowest price

----- x Total available points = Score for proposal with the lowest price

Lowest price



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Lowest price

----- x Total available points = Score for proposal with second-lowest price
Second-lowest price

Lowest price

----- x Total available points = Score for proposal with third-lowest price
Third-lowest price

And so on, for each category. Points will be allocated to one decimal place.

Each Proponent's weighted scores for Rated Criteria and Pricing will be totaled following the allocation of points as described above. The Proponent with the highest total weighted points (for Rated Criteria and Pricing) will be awarded, subject to the Township's bypass rights, as per the RFP specifications.

SUBMISSION FORM D - AGREEMENT TO BOND

1. Agreement to Bond

a) The Proponent must submit a completed Agreement to Bond (copy below) with their submission.

- **OR**

b) The Proponent must provide a note on the Proponent Company's letterhead, signed by a duly authorized member of the Proponent's company, and sealed by a commissioner. This note must state that the Proponent intends to submit performance security in the form of an irrevocable letter of credit, a bank draft or a certified cheque in the terms and conditions specified in the contract if the Proponent is awarded the contract by the Township.

2. Performance Security upon Award

a) Upon award for greater certainty the successful Proponent will be required to provide the following performance security:

- **A Performance Bond** issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Contract Price.
- **A Labour and Material Payment Bond**, be issued by a Surety Company authorized to transact the business of suretyship in the Province of Ontario under the and in the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Contract Price.

b) As an alternate to the Performance Security for this tender: if the total price is less than \$1,500,000.00, the following alternate forms of security are acceptable in lieu of the Performance Security:

- an irrevocable letter of credit;
- a bank draft; or
- a certified cheque in the amount of 20% of the Contract Price (including applicable taxes).

If this alternate form of security is used, it will be returned to the Contractor ninety (90) days after the completion of the work and the correction of all deficiencies. If deficiencies involve seasonal work that must be postponed, the security will be reduced to an amount equal to the value of the work which remains to be completed and the balance of the security returned to the Contractor ninety (90) days after all outstanding work is complete.



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If you intend to submit this alternate form of performance security:

- Include a note to this effect with your submission. The note must be on the company's letterhead, signed by a duly authorized member of the company and sealed by a commissioner.
- You need not supply an Agreement to Bond with the Submission.



Agreement to Bond

To:	The Corporation of the Township of Ignace	("the Township")
And To:		(the "Contractor")

We, the undersigned, hereby undertake and agree to become bound as Surety for the Contractor in:

- a) a performance bond totaling **50%** of the total price and;
- b) a labour and material bond totaling **50%** of the total price.

For the following bid:

RFP Title:	Diesel Or Natural Gas Generator Replacement - Ignace Wastewater Treatment Plant
Name of Bidder:	

If the bid for the above mentioned is accepted by The Corporation of the Township of Ignace, the undersigned will execute the bond within seven (7) days of notification of acceptance of the bid.

Dated this _____ day of _____, 20_.

Name of Surety Company	
Name of Authorized Person (Printed)	
Signature of Authorized Person Signing for Surety (Attorney-in-Fact)	

(Company Seal)



SUBMISSION FORM E - LIST OF SUBCONTRACTORS

Complete this schedule providing all information requested on the schedule. If no subcontractors will be used on this project, indicate “Using Own Forces” in the space provided. The Proponent must advise the Township in advance in writing of any intention to a change in subcontractors at any time during the Agreement. Note that the Township reserves the right to reject any named subcontractor at its sole discretion.

Identify subcontractors who will be used to execute portions of work to conform to the requirements of the Contract Documents. Subcontractors are required to declare litigation history with the Township or its subsidiaries.

Subcontractor 1.	
Company	
Address	
Contact Person	
Contact Number	
Scope of Work to be performed by this Subcontractor:	
Qualifications and experience of this Subcontractor:	
<p>Subcontractor must declare being a party to any litigation (past or present) with the Township as a party, or disqualification with the Township.</p> <p>Include the following information:</p> <ul style="list-style-type: none"> • name of plaintiff; • name of defendant; • year litigation was initiated; • disputed amount (\$); • nature of dispute; and • whether the dispute is ongoing or completed. <p>Include litigation details with your Submission by attaching details to this form, if applicable.</p>	



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Subcontractor 2.	
Company	
Address	
Contact Person	
Contact Number	
Scope of Work to be performed by this Subcontractor:	
Qualifications and experience of this Subcontractor:	
<p>Subcontractor must declare being a party to any litigation (past or present) with the Township as a party, or disqualification with the Township.</p> <p>Include the following information:</p> <ul style="list-style-type: none"> • name of plaintiff; • name of defendant; • year litigation was initiated; • disputed amount (\$); • nature of dispute; and • whether the dispute is ongoing or completed. <p>Include litigation details with your Submission by attaching details to this form, if applicable.</p>	



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Subcontractor 3.	
Company	
Address	
Contact Person	
Contact Number	
Scope of Work to be performed by this Subcontractor:	
Qualifications and experience of this Subcontractor:	
<p>Subcontractor must declare being a party to any litigation (past or present) with the Township as a party, or disqualification with the Township.</p> <p>Include the following information:</p> <ul style="list-style-type: none"> • name of plaintiff; • name of defendant; • year litigation was initiated; • disputed amount (\$); • nature of dispute; and • whether the dispute is ongoing or completed. <p>Include litigation details with your Submission by attaching details to this form, if applicable.</p>	



Subcontractor 4.	
Company	
Address	
Contact Person	
Contact Number	
Scope of Work to be performed by this Subcontractor:	
Qualifications and experience of this Subcontractor:	
<p>Subcontractor must declare being a party to any litigation (past or present) with the Township as a party, or disqualification with the Township.</p> <p>Include the following information:</p> <ul style="list-style-type: none"> • name of plaintiff; • name of defendant; • year litigation was initiated; • disputed amount (\$); • nature of dispute; and • whether the dispute is ongoing or completed. <p>Include litigation details with your Submission by attaching details to this form, if applicable.</p>	

I CONFIRM THAT I HAVE AUTHORITY TO BIND THE PROPONENT, AND ATTEST TO THE ACCURACY OF THE INFORMATION PROVIDED ABOVE IN SUBMISSION FORM E - LIST OF SUBCONTRACTORS.

Signature of Proponent Representative	Proponent Name, and Title
Dated:	Name of Proponent Company



SUBMISSION FORM F - RATED CRITERIA

Proponents shall provide information required in this Submission Form as part of Stage II Rated Criteria. During this stage, the Township will evaluate the Rated Criteria to determine each Proponent's score based on the following criteria. Below is an overview of the categories and weightings for the Rated Criteria of this RFP. Proponents who have met the specified minimum threshold will proceed to Stage III. Proponents who have not met the specified minimum threshold will not be considered further.

It is required that Proponents use Submission Form F - Rated Criteria, and no other format when completing the Rated Criteria submission.

Proponent must provide response to the Rated Criteria in the corresponding section of Submission Form F. Proponent submissions and responses must be clearly separated according to the defined heading, sequencing, and/or question numbering. Failure to provide required information, attachments, or responses in the corresponding section or specific question of the Rated Criteria may result in receiving zero points for that criterion.

ITEM NO.	RATED CRITERIA	WEIGHTING (Points)	MINIMUM THRESHOLD
1	Company Experience, Capacity and Qualifications	35	
2	Methodology (Scope of Work) and Scheduling	30	
3	Communication and Quality Control	20	
4	Project References	15	
	TOTAL	100 points	70 points

Proponents shall use the instructions contained in this Submission Form F - Rated Criteria. The Township reserves the right to decline to evaluate any information for Stage III - Rated Criteria which is not requested within this form.

The Township will not evaluate information provided which was not explicitly requested.



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Name of Proponent:

1. Company Experience, Capacity and Qualifications (20 Points)

Submissions will be evaluated based on the Proponent’s knowledge, skills, expertise and capacity in the industry and the capacity to provide services to the Township’s portfolio as outlined in the Scope of Work and Deliverables contained within this RFP.

- 1.1 Provide a detailed description of the Proponent emphasizing the goods and services the Proponent has previously and/or is currently delivering, relevant to the Scope of Work and Deliverables contained within this RFP specifically to performing the Deliverables with defined timelines and deadlines.
(20 points)



2. Scope of Work and Scheduling (30 Points)

Submissions will be evaluated based on the Proponent's understanding of the details provided in the Scope of Work and Deliverables.

2.1 Provide a list of your proposed team with the following information:
(15 points)

- Name, and title of each proposed team member including support personnel;
- Roles relevant to the services requested in this RFP; and
- Reporting relationships.



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2.2 Describe the Proponent's approach to managing work orders.
(15 points)

- Methods of managing and tracking work orders;
- Resource allocation including sub-trades; and
- Work order flow from start to end.



3. Communication and Quality Control (30 points)

Submissions will be evaluated based on the communication and quality control processes, supervision of the staff and sub-trades, inspection and standards of workmanship and rectification of deficiencies.

- 3.1 Provide a detailed description of the processes and procedures you would use for this program to consistently comply with the Township's specifications. Your answer must include, but not be limited to consideration of the following:

(15 points)

- Inspection processes;
- Supervision of in-house staff and/or sub-trades



3.2 Describe how a reported deficiency issue is managed by the Proponent as they relate to the Deliverables and Scope identified in this RFP. The Proponent must clearly identify their protocol in responding to residents/staff concerns about workmanship, work disruptions, noise, dust control and garbage removal. Your answer must include, but not be limited to, consideration of the following:

(15 points)

- Site Cleanliness/protection and garbage removal;
- Deficiency management process;
- Escalation process;
- Communication protocol with Township staff;
- Previous examples of this situation can be used to illustrate how your company would manage this situation



4. Project and Client References (2x10 points) (20 Points):

Refer to Submission Form G - References to submit the following details:

Proponents are required to provide three (3) references from clients, whom within the last three (3) years; you have provided services similar to the Deliverables, and scope outlined in this RFP.

The Township will contact a minimum of two (2) references to verify the information provided. If more than two (2) reference checks are required, the Township will revert to the next reference until the references provided have all been checked, or until the Township has obtained the required information in its entirety.

Responses will be evaluated based on criteria including satisfaction with quality of deliverables, timeliness, and accuracy.

The Township will only attempt to contact each reference on two separate occasions. If the information is substantially different than the information provided by the Proponent, the corresponding score will be reduced or assigned a zero. Scores may also be reduced or assigned a zero based on negative reference feedback or the inability to obtain reference feedback from the provided contact.

If Proponent has provided deliverables or services to the Township in the past, and intends to indicate the Township client as a reference, Proponent may provide a maximum of one (1) reference from the Township.

If Proponent has provided deliverables or services ONLY to the Township, and intends to indicate the Township client as a reference, Proponent may provide a minimum of two (2) references from the Township.

Proponents are requested to ensure Proponent References are valid, and made aware that the Township will be contacting them during Stage III (and will agree to provide the Township the relevant information as required).

The Township may, at its discretion, request any additional client references, in support of the RFP. The Proponent shall comply with any such request.



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SUBMISSION FORM G - REFERENCES

Proponents are required to provide two (2) references from clients within the last three (3) years whom you have provided services similar to the Deliverables and Scope outlined in this RFP.

Responses will be evaluated based on criteria including satisfaction with quality of deliverables, timeliness, and accuracy.

The Township will only attempt to contact each reference on two separate occasions. If the information is substantially different than the information provided by the Proponent, the corresponding score will be reduced or assigned a zero. Scores may also be reduced or assigned a zero based on negative reference feedback or the inability to obtain reference feedback from the provided contact.

If Proponent has provided deliverables or services to the Township in the past, and intends to indicate the Township client as a reference, Proponent may provide a maximum of one (1) reference from the Township.

Proponents are requested to ensure Proponent References are valid, and made aware that the Township will be contacting them during Stage III (and will agree to provide the Township the relevant information as required).

The Township may, at its discretion, request any additional client references, in support of the RFP. The Proponent shall comply with any such request.



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Please provide all requested information in **detail**:

Project and Client Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Number of years working with the reference:	
Duration of Service (contract term):	
Value of Contract	
Detailed description of Deliverables or Services rendered:	



Project and Client Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Number of years working with the reference:	
Duration of Service (contract term):	
Value of Contract	
Detailed description of Deliverables or Services rendered:	

APPENDIX A - SCOPE OF WORK

Water Quality Baseline Study

Since 2012, Ignace has been involved in the process of learning about the NWMO Adaptive Phased Management project. The Project requires a safe site as well as a supportive partnership involving the Township, First Nation and Métis communities and others in the area. Preliminary studies suggest the project can be implemented safely in the Ignace-Wabigoon area, and there is potential to align with community priorities and objectives.

One of Ignace's Values and Principles set out to guide discussions about the Project is Safety. Safety is an all-encompassing parameter for the project and community, and needs to be backed by science. In the current phase of the siting process, site assessment, the Township is involved in the environmental assessment process to progress in the safety case development for the potential selected siting areas in support of the future licensing application.

The goal of the Water Quality Baseline Study design is to select appropriate parameters, to evaluate existing conditions, and to establish existing trends and natural/existing variance. The sample design and resulting data collected must be robust and must stand up to rigorous evaluation from all stakeholders, including independent international experts, quasi-judicial processes, traditional knowledge holders, regulatory reviewers, and community scrutiny. The Township understands baseline to mean much more than merely a determination of what is there now. It includes an understanding of how the systems work so one can predict what will happen under various scenarios.

The data collected from the baseline studies will form the basis of comparison for potential future monitoring programs, including (but not limited to):

- the evaluation of cumulative effects ;
- effects-based monitoring;
- identification and evaluation of potential project-related impacts;
- follow-up impact assessment monitoring;
- environmental management performance monitoring and development of action levels;
- biodiversity conservation initiatives; and
- regulatory and compliance monitoring programs.

For the Water Baseline Studies the proponent is required to design and conduct statistically significant and/or defensible water quality baseline sample designs that may include, but are not limited to, the following media:

- **Surface water parameters**
 - water quality field measurements
 - water quantity and flow
 - stream parameters: morphology, depth, width, thermal regime
 - Limnology
 - Sediment quality

- Benthic invertebrates
- Wetland hydrologic regime
- Plankton
- **Shallow Groundwater**
 - Water quality
 - Water levels
 - Aquifer and aquitard/aquiclude stratigraphically characterization as applicable

This scope of work includes the sample design and execution of the sampling programs (field work, laboratory analysis).

Quality Requirements

The work shall be performed to an overall quality assurance management system meeting the requirements of the ISO 9001:2015 and CSA N286-12 or an equivalent standards deemed acceptable by The Township. As a minimum the proponent's in-house management system shall be documented and be compliant with the requirements of ISO 9001:2015, and be capable of being augmented via an acceptable Project Quality Plan.

- Demonstrate clear understanding of the QA requirements and capability to prepare a Project Quality Plan that meets or exceeds the requirements as outlined in the scope of work.
- List any computer based tools/software used for processing data, analysis, and/or modeling work if applicable.
- Show workflow process that can demonstrate a systematic planning process to develop data quality objectives and statistically significant and/or defensible sample design for each medium or group of media.
- Discuss which regulations, standards and guidelines will be considered and applied, and a rationale of the applicability of standards.
- Demonstrate knowledge of recent research in environmental baseline monitoring, successful examples of innovative programs and the use of emerging technologies.
- Discuss general baseline monitoring program weaknesses, and how they can be overcome.
- Discuss and show familiarity with data management and data visualization tools in the sample design process.
- Demonstrate understanding of stakeholder input and clearly show, in the process described above, integration points into the sample design.
- Show how key staff have relevant experience, provide relevant project examples and contact information for project references.
- Identify key deliverables and milestones, and show the level of effort (hours) required by key staff to accomplish the task (include the level effort in the non-priced proposal).

DEFINITIONS

“Addendum” or **“Addenda”** means any document or documents issued by the Township prior to the Submission Deadline that changes the terms of the RFP or contains additional information related to the RFP.

“Agreement” means any written contract entered into by a Proponent and the Township (or any purchase order issued by the Township to a Proponent) in connection with the Deliverables, which will be deemed to include the terms and conditions of this RFP.

“AODA” means the *Accessibility for Ontarians with Disabilities Act, 2005*, as may be amended from time to time.

“Baseline Data” set of indicators that have been identified to monitor and evaluate the performance of a surveillance and response system

“Conflict of Interest” shall have the meaning given to it in Section 10 of Submission Form A.

“Day” means a business or working day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the industry relating to the RFP.

“Deadline for Questions” means the final deadline by which Proponents must ask any questions they may have regarding this RFP. The Deadline for Questions is specified in the RFP Timetable.

“Deadline for Issuing Addenda” means the deadline following which the Township will issue addenda in connection with the RFP. The Deadline for Issuing Addenda is specified in the RFP Timetable.

“Deliverables” means all services and/or deliverables to be provided by the selected Proponent, as described in this RFP and in particular, Appendix A.

“HST” means Harmonized Sales Tax.

“Mandatory Requirements” shall mean the requirements set out and described in section 2.2.1 which every Proponent must comply with in order to be considered by the Township. Proposals which do not satisfy the Mandatory Requirements will be deemed to be non-compliant and will not be considered for further consideration in this RFP.

“may” and **“should”** used in this RFP denote permissive (not mandatory).

“must”, “shall”, and “will” used in this RFP denote mandatory (not permissive).

“Proponent” means a legal entity (whether an individual, corporation, partnership, or other legal entity) interested in delivering a Proposal to the Township in response to the RFP with a view to entering into an Agreement with the Township with respect to the Deliverables. If two or more legal entities wish to submit a Proposal jointly, one member of the couple or group must be identified as the Proponent with whom the Township may enter into an Agreement, and the other member(s) must be identified as subcontractors to that Proponent.

“Proposal” means the final submission package to be delivered by Proponents to the Township in response to the RFP, consisting of all required Submission Forms and related documents as described in this RFP.

“Rated Criteria” means the Stage II requirements listed and described in section 2.2.2.

“Rectification Notice” means a written notice delivered by the Township to a Proponent requesting that it clarify and/or rectify any aspect of its Proposal. Failure to rectify a Proposal according to the Rectification Notice within the Rectification Period will result in disqualification.

“Rectification Period” means the period during which a Proponent may rectify its Proposal. The Rectification Period shall run from the date and time that the Township issues a Rectification Notice to that Proponent, until the date and time stipulated in the Rectification Notice. If no end date is specified in the Rectification Notice, then the Rectification Period shall be 3 Days.

“RFP” means this Request for Proposals package in its entirety, including any schedules, exhibits, appendices, and Addenda that may be issued by the Township in connection therewith.

“RFP Timetable” means the table set out at page six (6) of this RFP, which provides information on important dates, including the Submission Deadline.

“RFP Information” shall have the meaning given to it in section 3.1.3.

“Submission Deadline” means the final deadline for Proposal submissions, specified in the RFP Timetable.

“Submission Form” means a form, further described this RFP, which must be completed and submitted as part of every Proposal.

“The Township” means The Corporation of the Township of Ignace.

“Township Contact” means the person(s) identified in the RFP Timetable who shall be the sole point of contact for the Township for all matters relating to the RFP process.