



**Request for Proposals
For
Asset Management Plan Update**

Request for Proposals No.: **RFP5-2021**

Issued: **January 7, 2021**

Submission Deadline: **January 28, 2021 by 2:00:00 pm local time**



TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	3
1.3 Contract for Deliverables	3
1.4 RFP Timetable	4
1.5 Submission of Proposals	4
PART 2 – EVALUATION, NEGOTIATION AND AWARD	6
2.1 Stages of Evaluation and Negotiation.....	6
2.2 Stage I – Mandatory Submission Requirements	6
2.3 Stage II – Evaluation	6
2.4 Stage III – Pricing	6
2.5 Stage IV – Ranking and Contract Negotiations.....	6
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	8
3.1 General Information and Instructions.....	8
3.2 Communication after Issuance of RFP	9
3.3 Notification and Debriefing.....	10
3.4 Conflict of Interest and Prohibited Conduct.....	10
3.5 Confidential Information.....	12
3.6 Procurement Process Non-Binding.....	12
3.7 Governing Law and Interpretation.....	13
APPENDIX A – FORM OF AGREEMENT	14
APPENDIX B – SUBMISSION FORM	24
1. Proponent Information	24
2. Acknowledgment of Non-Binding Procurement Process	25
3. Ability to Provide Deliverables	25
4. Non-Binding Pricing.....	25
5. Addenda.....	25
6. No Prohibited Conduct	25
7. Conflict of Interest	25
8. Disclosure of Information	27
APPENDIX C – PRICING	28
1. Instructions on How to Provide Pricing	28
2. Evaluation of Pricing.....	28
3. Required Pricing Information	28
APPENDIX D – RFP PARTICULARS	29
A. RFP Deliverables	29
B. Material Disclosures	40
C. Mandatory Submission Requirements.....	41
D. Mandatory Technical Requirements.....	43
E. Pre-Conditions of Award	44
F. Rated Criteria	46
APPENDIX E – RFP BID IRREGULARITIES	47
APPENDIX F – NIAGARA FALLS SUPPLEMENTAL INFORMATION	48



PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

The City of Niagara Falls is seeking Proposals from qualified consultants in the Consulting Engineering industry with specific expertise in Asset Management services to complete an Update to the City's Asset Management Plan for Core Services. The study goal is to provide a strategic and tactical plan for the City to improve or maintain customer service levels and support long-term growth and sustainability of City infrastructure assets, particularly focused on Core Services (Roadways, Bridges and Culverts, Drinking Water Distribution, Wastewater Collection, and Stormwater Drainage). The resulting plan and associated decision support tools are to provide information necessary to plan infrastructure capital and operating investments in full alignment with the City's Strategic Plan objectives and the requirements of Ontario Provincial Regulations pertaining to Asset Management Planning for Municipal Infrastructure (O. Reg. 588/17).

1.2 RFP Contact

For the purposes of this procurement process, the "RFP Contact" will be:

Dave Butyniec – Manager of Procurement – dbutyniec@niagarafalls.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFP 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.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. Proponents should submit a sample Form of Agreement and attached as (Appendix A) and include in the submission response. This sample contract is to form the basis for commencing negotiations between the City and the selected proponent. It is the City's intention to enter into an agreement with only one (1) legal entity per awarded contract. Joint submissions are acceptable, however, if a joint submission is made the submission must clearly indicate which party will act as the primary contractor.



1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	January 7, 2021
Deadline for Questions	January 21, 2021
Deadline for Issuing Addenda	January 25, 2020
Submission Deadline	January 28, 2021
Anticipated Consultant Assignment Award (subject to approval)	February 9, 2021
City Project Manager	Kent Schachowskoj, P. Eng.

The RFP timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City's administrative office is open for business.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Sealed Submissions of the Proposal in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to:

City of Niagara Falls – Procurement Division
3200 Stanley Avenue, Niagara Falls, Ontario L2E 6S4

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted on or before the Submission Deadline set out in the RFP Timetable. Proposals received after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

Submissions received after the deadline, whether delivered personally, or if mailed, regardless of post markings, will not be considered. Fax or electronic (e-mail) submissions will not be accepted.

1.5.3 Proposals to be Submitted in Prescribed Format

Proposals should be comprised, formatted and submitted in 3 envelopes as indicated below:

Envelope #1

One (1) original "marked as original" and four (4) paper copies of the technical proposal in an envelope excluding all Purchase Price Schedule(s) and any attachments to such schedules (the "Pricing Documents"); the bidding companies name shall be identified on envelope #1.



One (1) electronic copy (USB Key) in either Microsoft Office or Adobe Acrobat format of the complete proposal, excluding the Purchase Price Details.

Envelope #2

One (1) original “marked as original” and (1) paper copy of the Respondents Pricing Documents; bidding companies name shall be identified on envelope #2.

Envelope #3

Envelope #1 and Envelope #2 must be sealed in envelope #3 the bidding companies name shall be identified on envelope #3 and be clearly labelled to the following address;

**City of Niagara Falls – Procurement Division
3200 Stanley Avenue, Niagara Falls, Ontario L2E 6S4**

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. If amending the proposal, a written request must be made to the City’s Procurement contact.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, the proponent should contact the City’s Procurement Contact. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]



PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top ranked proponents may be



invited to a zoom interview/presentation and be scored on the given presentation and understanding of the project. The top-scoring proponent will receive a written invitation to enter into direct contract negotiations to finalize the Agreement with the City. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss. The City reserves the right to publish the name of the selected proponent on the electronic bidding system.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into an Agreement on the part of the City or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written Agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City 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 City for improved pricing, reasonable changes in the scope or performance terms from the select proponent.

2.5.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the Agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an Agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[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 should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in an integrated format, without reference to the content of websites or other external documents. The examination of the proponent's proposal should not require a reviewer to search outside the proposal for external documents. Any document not integrated with a proposal will not be considered to form part of the proposal.

3.1.4 References and Past Performance

In the evaluation process, the City may consider the proponent's references and may also consider the proponents past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal, or any accompanying documentation submitted by a proponent.



3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all the documents comprising this RFP and may direct questions or seek additional information in writing by e-mail to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, 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 addendum. Each addendum forms an integral part of the RFP and may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the City. In the Submission Form (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 the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the City 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, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The City may revisit, re-evaluate, and rescore, or reject the proponent's proposal or ranking on the basis of any such information.



3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once a definite Agreement is executed by the City and a proponent, the other proponents may be notified directly by public posting, in the same manner that this RFP was originally posted, of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after publication of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) 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 (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an Agreement for the Deliverables, 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.



3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate or terminate an Agreement subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must 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 Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or the ranking or selection of proponents pursuant to this RFP, or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must 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 influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must 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 the City; 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.

3.4.8 Past Performance or Past Conduct

The City may prohibit a proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct;



- (b) refusal of the proponent to honour submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted a Conflict of Interest;
- (d) the involvement of the respondent in a lawsuit with the City; or
- (e) the respondent having threatened the City with a lawsuit within the previous two years.

3.5 Confidential Information

3.5.1 Confidential Information of the City

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

- (a) is the sole property of the City and must be treated as the City's confidential information;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City, or destroyed if so, requested by the City, immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended ("MFIPPA"). Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, such questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

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



- (a) this RFP will 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 City will 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 honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential Agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written Agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an Agreement for the Deliverables.

3.6.4 Cancellation

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

3.7 Governing Law and Interpretation

The Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will 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) 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 – FORM OF AGREEMENT

Sample Only – To be modified by Legal to meet requirements of this RFP.

THIS CONSULTING AGREEMENT made this day of , 2021 .

B E T W E E N:

(INSERT COMPANY NAME)

Hereinafter referred to as the “Consultant”

- and -

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Hereinafter referred to as the “City”

WHEREAS the City has requested the Consultant to furnish professional services in connection with the , as more particularly described in Schedule “A” attached to and forming part of this Agreement, hereinafter referred to as the “Project”;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, conditions and agreements herein contained, the parties agree as follows:

GENERAL PROVISIONS

1. RETAINER

1.1 The City hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the City.

1.2 In this Agreement the word “Consultant” shall mean professionals and other specialists engaged by the City directly and whose names are party to this Agreement.

2. SERVICES

The services to be provided by the Consultant and by the City for the Project are set forth in paragraphs 23 and 26 hereof and such services as changed, altered or added to under paragraph 8 hereof, are hereinafter referred to as the “Services”.



3. COMPENSATION

The City shall pay the Consultant in accordance with the provisions set forth in paragraphs 31-34 inclusive.

4. STAFF AND METHODS

The Consultant shall use current state-of-the-art principles and shall skillfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

5. MAPS AND DOCUMENTS

Maps and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the City may be used by the City for the Project herein described, including "as built" records. The City has ownership of the maps. Maps shall be prepared as per the City's current digital drawing and layering standards, unless approved otherwise by the City.

6. PATENTS

6.1 All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of its Services and which are able to be patented, capable of trademark or otherwise, shall be and remain the property of the Consultant.

6.2 The City shall have permanent, non-exclusive, royalty-free license to use any concept, product or process which is able to be patented, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

7. RECORDS AND AUDIT

7.1 In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to its staff employed for the Project.

7.2 The City may inspect and audit the books, payrolls, accounts and records of the Consultant, during regular office hours, with respect to any item which the City is required to pay on a time scale or disbursement basis, as a result of this Agreement.

7.3 The Consultant, when requested by the City, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.



8. CHANGES, ALTERATIONS AND ADDITIONAL SERVICES

With the consent of the Consultant, the City may, in writing, at any time after the execution of the Agreement or the commencement of the Services, delete, extend, increase, vary or otherwise alter the Services forming the subject of this Agreement and if such action by the City necessitates additional staff or services, the Consultant shall be paid in accordance with paragraph 31 for such additional staff employed directly therein, together with such expenses and disbursements as allowed under paragraph 32.

9. SUSPENSION OR TERMINATION

9.1 The City may at any time, by notice in writing to the Consultant, suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to close out its Services. In such an event, the Consultant shall be entitled to payment in accordance with paragraph 33 for any of the Consultant's staff employed directly therein, together with such expenses and disbursements allowed under paragraph 32.

9.2 If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death and the City shall pay for the Services rendered and disbursements incurred by the Consultant, to the date of such termination.

10. INDEMNIFICATION

10.1 The Consultant shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs, demands, suits and other proceedings or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of the negligence of the Consultant, its employees, officers or agents in performance of this Agreement.

10.2 The Consultant shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of misuse, misappropriation or alleged misuse or misappropriation by the Consultant, its employees, officers or agents of intellectual property in the performance of this Agreement.

10.3 The City agrees to indemnify and save harmless the Consultant from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Consultant in the performance of consulting services to the City within this Project.



11. INSURANCE AND LIMIT OF LIABILITY

The Consultant shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of the Consultant's Services:

- (a) Professional Liability (errors and omissions coverage) for the performance of Services by the Consultant providing that the policy is:
 - i In the amount of not less than Two Million Dollars (\$2,000,000) total coverage, and Two Million Dollars (\$2,000,000) coverage per claim;
 - ii Not to be construed as a limit of the liability of the Consultant in the performance by the Consultant of the Services under this Agreement; and
 - iii Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than two years after the termination or expiry of this Agreement, as the case may be;
- (b) Comprehensive General Liability, provided that the policy:
 - i is in the amount of not less than Five Million Dollars (\$5,000,000), per occurrence;
 - ii adds the City as additional insured;
 - iii has provisions for cross-liability as between the Consultant and the City, broad form contractual liability, owner's/contractor's protective liability, contingent employer's liability, employer's liability, non-owned automobile liability and personal injury liability;
 - iv provides non-owned automobile coverage; and
 - v provides for 30 days' prior written notice of cancellation or material change;
- (c) The Consultant shall also furnish the City with a certified copy of a Standard Automobile Liability Insurance Policy on all owned and leased vehicles with inclusive limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage with a deductible not greater than Five Thousand Dollars (\$5,000);
- (d) All policies listed above:



- i Shall apply as primary insurance and not excess to any other insurance available to the City; and
- ii To remain in force until final acceptance of the work described herein by the City.

At the expiry date of the policies, the Consultant shall provide original signed Certificates or electronic equivalents thereof, evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.

12. CONTRACTING FOR CONSTRUCTION

Neither the Consultant, nor any person, firm or corporation associated or affiliated with the Consultant, or subsidiary to the Consultant, shall tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

13. ASSIGNMENT

Neither party may assign this Agreement without the prior consent in writing of the other.

14. PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements, arrangements or understanding between the parties, whether written or oral, in connection with or incidental to the Project.

15. APPROVAL BY OTHER AUTHORITIES

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the City, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the City and unless authorized by the City in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

16. PRINCIPALS AND EXECUTIVES

The use of principals and executives on a time basis by the Consultant will be in accordance with paragraph 23(c).

17. SPECIALIZED SERVICES

The Consultant may engage others for specialized services, provided that prior approval is obtained, in writing, from the City and may add a mark-up of not more than five (5) percent of the cost of such services to cover office administration costs when claiming reimbursement from the City, plus the cost of the additional insurance incurred by the Consultant for the specialized services.



18. INSPECTION

The City, or persons authorized by the City, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed or being performed under the Project and the premises where they are being performed.

19. PUBLICATION

The Consultant agrees to obtain the written consent of the CAO or his designate, before publishing or issuing any detailed information regarding the Project.

20. CONFIDENTIAL DATA

20.1 The Consultant shall not divulge any specific information identified as confidential, communicated or acquired by it or disclosed by the City in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval, in writing, of the City.

20.2 For the purposes of this Project all digital data submitted to the Consultant by the City is deemed confidential and subject to the conditions set out in the City's Electronic Intellectual Property End User License Agreement.

21. ARBITRATION

21.1 Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration.

21.2 No person shall be appointed to act as arbitrator who is in any way interested, financial or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Consultant.

21.3 The award of the arbitrator shall be final and binding upon the parties.

21.4 The provisions of the Arbitrations Act, 1991 shall apply.

22. TIME

22.1 The Consultant shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require and the City shall have the right to take possession of and use any completed or partially completed portions of the Services, notwithstanding any provisions expressed or implied to the contrary.

22.2 The City shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant and shall make any decisions which it is required to make in connection therewith, within a reasonable time so as not to delay the work of the Consultant.



ESTIMATES, SCHEDULES AND STAFF LIST

23. PREPARATION OF ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST

Prior to execution of this Agreement, the Consultant shall provide, for approval by the City:

- (a) An estimate of the total fees to be paid for the services;
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month and a complete schedule showing the entire estimated amount of fees, including an estimated time schedule to carry out the services;
- (c) A staff list showing the number, classifications, salaries and hourly salaries and/or rates of staff and/or hourly rates for principals and executives for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the City;
- (d) A list of expected disbursements and equipment items, including the rates for items expected to be used to provide the consulting services; and
- (e) Identify anticipated date of any cost-of-living increments which would affect payroll costs, including the estimated percentage increases.

24. SUBSEQUENT CHANGES IN THE ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST

The Consultant will require written approval from the City for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under paragraph 23(a);
- (b) Any change in the schedule of progress, which results in a longer period than provided in paragraph 23(b); and
- (c) Any change in the number, classification and salary ranges of the staff provided under paragraph 23(c).

25. MONTHLY REPORTING OF PROGRESS

When requested by the City, the Consultant shall provide the City with a written report showing the portion of the Services completed in the preceding month.



26. UPSET LIMITS FOR FEES CHARGED

In any event, the cost of the design portion of the Consulting Services shall not exceed an upset limit of Dollars (\$)) excluding HST.

SCOPE OF WORK AND SERVICES

27. Scope of Work and Services

27.1 The Consultant shall provide to the City the information outlined in paragraphs 23-26 inclusive, prior to a recommendation to Municipal Council for retaining the Consulting Services. Such information shall become part of this Agreement, as found in the proposal entitled “ ”, as submitted by the Consultant.

27.2 The Consultant shall provide the services as per the proposal document:

Fees during Phases	Amounts
Estimated fees for the Project	\$ (excluding HST)

28. SCOPE OF WORK

As per proposal attached hereto.

29. SERVICES

The services to be provided by the Consultant in the execution of the Project shall be as per the proposal submitted by the Consultant and the RFP requirements, as referred to in paragraph 27.1.

BASIS OF PAYMENT

30. FEES CALCULATED ON A TIME BASIS

The City shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in paragraphs 23-26 inclusive. Fees on a time basis shall be as follows:

- (a) Principals and executives on normal assignments, as per the proposal. The rate will be reviewed annually and adjusted accordingly;
- (b) Staff on normal assignments, as per the proposal;



31. TIME EXPENDED

All time expended on the assignment, whether in the Consultant's office, at the City's premises or elsewhere and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

32. REIMBURSABLE EXPENSES

32.1 In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of five (5) percent for all expenses properly incurred by it in connection with the Project, including but not limited to, vehicle use charges, travelling and living expenses, long distance telephone charges, teletype and telegraph charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs and the cost of providing and maintaining site offices, supplies and equipment and chemical and physical tests. With the exception of advertising for tenders and test costs, the above expenses and five (5) percent administration charge shall be included when calculating upset limit costs as specified in paragraph 26.

32.2 The approval of the City shall be obtained prior to overtime hours being authorized on any phase of the Services.

33. PAYMENT

The Consultant shall submit an invoice to the City for that part of the design of the Project completed in the immediately preceding month, calculated upon the basis of the Consultant's actual payroll and disbursement costs, as calculated in paragraphs 31-34 inclusive.



IN WITNESS WHEREOF the City and the Consultant hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper signing Officers and the said signing Officers certify that they have authority to bind their corporation.

COMPANY NAME

Per: _____

Name:

Title:

Name:

Title:

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Per: _____

James M. Diodati, Mayor

Bill Matson, City Clerk



APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's 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 Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	



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 for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. 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 proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda. Addenda to be submitted in Envelope #1

6. No Prohibited Conduct

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

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who: (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.



If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:



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 by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

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.



APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, Proponent shall develop their own pricing form showing pricing breakdown for all major categories of their proposal, excluding HST.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and fees, excluding taxes HST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour (including but not limited to salary, benefits and training) and material costs, all travel and carriage costs (including but not limited to accommodations, hospitality, incidents and food expenses), all insurance costs, all costs of delivery (including but not limited to fuel, travel, equipment cost, vehicle surcharges, disbursements), 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. Evaluation of Pricing

Pricing is worth 25 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{Lowest Price} \div \text{Proponent's Price} \times \text{Weighting} = \text{Proponent's Pricing Points}$$

3. Required Pricing Information

In a separate envelope (Envelope #2), the Financial details should be provided to include the total upset limit, billing periods and should include per-diem charges, disbursements, travel, meeting charges, etc.



APPENDIX D – RFP PARTICULARS

A. RFP Deliverables

1. Introduction

The City of Niagara Falls (City) seeks qualified Proponents to create an Asset Management Plan for the City consistent with meeting the requirements of Ontario Regulation 588/17 (the Regulation) – Asset Management Planning for Municipal Infrastructure under the Infrastructure for Jobs Prosperity Act, 2015.

In general, this project will result in an asset centric and evidence based prioritized action plan for the City to document, monitor and improve customer service levels and support the long-term growth and sustainability of the City's infrastructure assets.

The City's Asset Management Plan for Core Services (Roadways, Bridges and Culverts, Drinking Water Distribution, Sanitary Sewer Collection, and Stormwater Drainage) was completed in 2013. <https://niagarafalls.ca/pdf/finance/asset-management-plan.pdf> The 2021 Asset Management Plan will fulfill all of the requirements of O. Reg. 588/17, while providing the information necessary to ensure that City's Capital and Operating budgets are fully aligned with level of service outcomes as defined by the plan.

1.1 Background and Context

The City of Niagara Falls (City) is one of twelve lower tier municipalities within the Niagara Region (Region). Generally bounded by the Niagara River to the east, the Town of Niagara-on-the-Lake to the north, the Town of Fort Erie to the south and the City of Thorold to the west.

The City encompasses a total area of 212km² of which 82.3km² or 39% is within the urban service area. The balance of land within the municipality is defined as rural. Uniquely dominated by the world-famous natural attraction of Niagara Falls, the City of Niagara Falls has a population of 88,000 and welcomes over 14 million visitors on an annual basis, most of which are concentrated through the months of May to September.

In general, the City has direct responsibility for services provided in the Core Asset Classes as follows:

- **Roadways** - 1,183 lane km, including 81% Urban, 9% Rural, and 10% Semi-Urban section Roads. Seventeen percent of the network is classed as Arterial, twenty-five percent as Collector, and fifty-eight percent as Local level of Service. Other Roadway jurisdictions within the City include the Niagara Region (Arterial roadways and connection links), the Province of Ontario (Provincial Highways) and the Government of Canada (Niagara Parks Commission Roadways).
- **Bridges and Culverts** - 71 Major Bridges and 115 Major Culverts, plus numerous additional minor (span less than 600 mm) roadside culverts. Both the Region of Niagara and the Province of Ontario also own Bridge and culvert crossing of their respective roadways.



- **Drinking Water Distribution** – 481 km of drinking water distribution mains within the City’s network. The Region of Niagara owns and operates the Drinking Water Treatment, Storage and Transmission facilities and Infrastructure.
- **Wastewater Collection** – 434 km of wastewater collection sewers in the City’s network. The majority of the system consists of separated sanitary sewers, but approximately 15% of the network is still serviced by combined sewers. The Region of Niagara owns and operates the Wastewater Treatment, pumping and transmission facilities and Infrastructure, although the City does still currently own and operate two Sanitary Pumping Stations as well as three major and a number of minor wastewater storage facilities.
- **Stormwater Drainage** – 311 km of Urban Stormwater drainage collection and conveyance (Storm Sewer) in the City’s network. Additionally, the City’s drainage network includes 22 Stormwater management facilities, extensive roadside ditching along both rural and semi-urban roadways, and a number of Municipal Drains.
- **Municipal Servicing** – there are in excess of 33,000 combined residential, commercial, industrial, and institutional customers for municipal servicing within the City.

1.2 Asset Management Plan Goals

The study will provide a strategic and tactical plan for the City to improve customer service levels and support long term growth and sustainability of all City’s infrastructure assets.

The resulting plan and associated decision support tools will provide the information necessary to plan infrastructure capital and operating investments in full alignment with the City’s Strategic Plan objectives and the requirements of O. Reg. 588/17. Key deliverables for this project include but are not limited to the following:

- Development of a data management plan and business processes to collect and aggregate information from various City departments to support the required outcomes of this project and subsequent plans;
- Build capacity and skills within City departmental staff for asset management planning for subsequent years;
- Development or refinement and documentation of service levels for each Core Asset Class portfolio with full engagement of City Staff that recognize and document state of good repair and growth needs;
- Identification of current infrastructure deficit and debt relative to desired levels of service;
- Development of 10-year evidence-based capital and maintenance programs to manage each asset class, investment priorities, resources required and any other needs to ensure these assets meet documented service levels and growth requirements in accordance with best practices;
- Development of a Financial Model that can be used to develop a dynamic connection between the capital and maintenance programs and the financial plan needed to support the delivery of these programs. The Model is to allow for the synthesis of both financial and level of service constrained budgets;
- Production of an Asset Management Plan for all Core asset classes that is consistent with the Asset Management Plan structure outlined in the Province’s Building Together: Guide for Municipal Asset Management Plans guide (2012):



<https://www.ontario.ca/page/building-together-guidemunicipal-asset-management-plans> and the requirements of O.Reg 588/17,

- Ensure that the Asset Management Plan is in keeping with the purpose, objectives, principles and requirements of the City's Asset Management Policy (attached – see Appendix F) and is in alignment with City Council's Strategic Priorities (2019 – 2022) <https://niagarafalls.ca/pdf/council/2019-2022-strategic-priorities.pdf>.
- Ensure that deliverables are consistent with the requirements of the Province of Ontario Infrastructure for Jobs and Prosperity Act (2015).

The successful proponent's approach will provide all the information, tools, strategy, and processes for City staff to become self-sufficient in the delivery of subsequent plan updates.

The scope of work included in this Request for Proposal is divided into two phases or workflows. The first is for the Core Services as defined in the Provincial Regulation and includes all Asset Types as outlined in the City's Asset Management Policy under the Service Provision Areas defined as: Potable Water Supply, Wastewater Collection, Flood Protection, and Transportation – Roadways. The work required and completion timeframes for this phase are to follow the requirements as laid out in the Provincial Regulation, and as amended or extended herein.

It is important to note that the portion of the scope of work for the **Bridges and Culverts Asset Class** is outside this Request for Proposal. This work will be completed by a separate Consultant assignment but will need to be incorporated into the Final Deliverables for this project. Any required activities to incorporate this separate Asset Class into the Final report and deliverables is deemed to be included in the scope of this Request for Proposal and should be appropriately allowed for in the Methodology, Schedule and Pricing of any submissions.

The second phase includes portions of the preliminary steps for Other Asset Classes as outlined in the City's Asset Management Policy under the Service Provision Areas defined as: Transportation – Fleet, Transportation – Parking, and Parks & Cemeteries. The intent of the second phase is to provide the City with an Action plan for the subsequent completion of the Asset Management Plan for these Other Asset Classes. The completion timeframe for the second phase is not bound to the Provincial Regulation deadline for Core Services, and the successful Consultant can propose to complete this phase simultaneously, in parallel, or completely separate from the phase for the Core Assets. The distinct project deliverables for this phase are laid out in the **Deliverables** Section of this document. The consultant methodology and schedule as described in their proposal submissions should include how the Other Asset Classes phase will be addressed.

2. Key Tasks

The following sections outline the key tasks for this project.

2.1 Background Information Review and Information Gap Analysis

This task will involve the critical review of background information required to support this assignment. The successful proponent will develop a suitably structured Request for Information (RFI) for all information necessary to support the project. The RFI will be addressed to the City Project Manager, who will in turn distribute the requests as required to the various internal



departments. The successful proponent shall provide and maintain a suitable file transfer-sharing platform for this project, which is secure, encrypted and sufficient for the transfer of large data sets. All data and information exchanges throughout the duration of this project are to be conducted through the proponent supplied and maintained platform. Any data or information provided by the City is supplied “as is”, and the proponent shall allow for any required translation, transformation, or conversion for their own assessment purposes into the scope of their proposal. The successful proponent will:

- Document the information provided;
- Clearly identify staff who own, maintain and or contribute to each data set;
- Assess the information as to its readiness state for the development of the 2021 Asset Management Plan including:
 - Identification of any inconsistencies or errors within the submitted data sets;
 - Data gaps, comments on the confidence of the data quality, and the currency of the data;
 - Prioritization of gaps, method and cost of augmentation of gaps.
 - Recommendations with respect to the management, quality assurance and quality control (QA/QC), and stewardship of data moving forward;
 - Any additional recommendations for the improvement of business processes and data standards to support subsequent TCA and AM planning initiatives: centralization / decentralization of data, maintenance upkeep of data etc.

Where gaps are identified, the proponent shall develop a prioritized work plan complete with costs, as part of this study, for the City to efficiently acquire additional information and develop a full asset management plan for the assets in future years as part of a separate assignment. The consultant will be required, as part of this assignment to develop condition information on a representative sample of the assets where gaps exist that will lead to an approximate asset plan to meet the intent of the regulation and be included in this assignment and AMP.

The analysis and work under this task should be divided into the two separate workflows or phases as defined above for covering both the Core Asset and Other Asset Classes included in the scope of this Request for Proposal. Summary Tech memos will be required for each assessment that include recommended improvement strategies to achieve the stated goals and objectives of this and future AMP updates.

2.2 Asset Management Strategy

As stated in the initial stages of this RFP, it is City Staff’s intention to become self-sufficient in the production of subsequent plans. It is therefore essential that the successful proponent develop an asset management strategy complete with workflows and business processes to fill functional gaps for the future. Workflows will clearly define roles and responsibilities of staff, resources, operation and maintenance activities that are consistent with the requirements outlined in Building Together: Guide for Municipal Asset Management Plans guide (2012).

The Asset Management Strategy will clearly outline the set of actions that will result in the lowest possible cost of ownership whilst managing risk, meeting regulatory requirements and levels of service. It should also generally include the content and scope as recommended in the FCM Guide – How to develop an Asset Management Policy, Strategy and Governance framework.



The scope of this task will also include completion of either an Asset Management Maturity Assessment (in accordance with the procedures laid out by MFOA) or an Asset Management Readiness Scale Assessment (in accordance with the procedures laid out by FCM). City staff have performed their own internal Readiness Assessment, which will be shared with the successful proponent. Recommended governance structure options should be provided and analyzed based on short, medium and long-term needs and direction in order for the City to achieve the Asset Management goals as laid out herein, and to maintain compliance with Provincial regulations. Separate Asset Management Maturity or Readiness Scale Assessments are to be completed for both the Core and Other Asset Classes.

Allowance should also be included for the successful proponent to provide the City with assistance in applying for and receiving funding for some recommended Asset Management initiatives through the FCM MAMP program.

2.3 State of Local Infrastructure Report

A state of the local infrastructure report is required to be developed as per the requirements of the Building Together Guide, and including:

- A summary of asset types
- Financial accounting valuation and replacement cost valuation.
- Asset age distribution and asset age as a proportion of expected useful life.
- Asset condition (e.g., proportion of assets in “good,” “fair” and “poor” condition).

The successful proponent shall complete a comprehensive assessment of state of infrastructure and produce a State of Local Infrastructure Report. Separate SOTI reports are to be completed focusing on each of the Core Asset Classes. These reports need to recognize and respect the differing maturity, completeness, confidence and currency of the asset data sets available to support the reports. The initial separate SOTI reports are to form part of the Final AMP Report and should be developed utilizing a consistent template so that the City can update and report on them regularly to Council moving forward.

2.4 Level of Service Development

Under this task, the successful proponent will engage City staff in the development of formal Levels of Service for each of the asset classes specified. Levels of service will recognize previous works in this regard and will be consistent with ISO 55000 best practices and requirements of O. Reg. 588/17.

Level of Service documentation will be consistent with the format employed within the Infrastructure for Jobs and Prosperity Act whilst being mindful of the practicality of City staff resources required to document Technical LOS, performance indicators, measures and targets on an ongoing basis.

As per Section 5 of the Regulation:

- Outline the current LOS of each asset category;
- Outline the current performance of each asset category;



- For each category describe the assets in each class, the replacement costs, the average age and age distribution of the assets, the information available on the condition of the assets and the City's approach to assessing the condition of the assets;
- Describe the life cycle activities and costs that are required to maintain the current LOS, the options available for undertaking the activities and the risks associated with undertaking these activities.

As per Section 6 of the Regulation:

- The recommended LOS for each asset class as per the Tables (1 -5);
- An explanation of why the proposed LOS are appropriate;
- The proposed performance of each asset class based on the proposed LOS;
- The effect of population growth and expenditures on the proposed LOS;
- Documentation of the gap between the LOS proposed and current asset performance will be clearly identified in cases where data is available to establish the current performance. In cases where data is not available, the proponent should develop a prioritized action plan for the collection of additional data to enable future operationalization of these LOS.

2.5 Risk Management Strategy

The consultant shall review City's existing risk management methodology related to the management of infrastructure assets. The consultant shall work in collaboration with City staff to develop an infrastructure risk management strategy, which enables prioritization of capital investments related to the renewal activities and provides decision support tools for both Capital investment and Operational management activities.

The risk management strategy shall include, at the minimum, link to Levels of Service, Asset Condition and Asset Criticality to satisfy short-term and long-term infrastructure risk management goals for the City by finding the balance between providing reliable and efficient services, at the lowest possible cost.

The Infrastructure Risk Management Strategy shall support risk-based prioritization of infrastructure assets into capital projects through assessing and evaluating risks associated with different options (e.g., on time execution, deferral, etc.) to determine what additional risk the City would be taking on with each option.

Risk Prioritization methodology shall allow for determination of the best capital program across different asset classes and translate into comparable risk parameters which take into account different factors (for example, financial, environmental, health and safety and corporate risk exposure perspectives). Vulnerability to climate change and methodology for calculating risk exposure will be part of the Risk Management Strategy. The Risk Management Framework shall include Methodology and Tools for developing an Asset Criticality Index for each Core Asset class to enable identification of critical infrastructure assets. The consultant is expected to generate the following deliverables concerning the Risk Management Strategies for City's infrastructure assets:

- Risk Management Framework;
- Risk Management Strategy including Logic and Criteria to determine Asset Criticality;



- Risk Model to enable risk-based capital prioritization

2.6 Lifecycle Management Strategies

Asset Lifecycle Strategies shall consider a whole lifecycle approach to define the best set of interventions, which will result in the lowest lifecycle cost (for example, balance between maintenance and rehabilitation). The Consultant will be provided with information from the City's existing Work Management System, where this information exists.

The consultant shall work in collaboration with City staff to develop an Asset Lifecycle Strategies Framework, which will enable the prediction of lifecycle renewal requirements taking into consideration of the condition of assets, as well as strategic business factors such as costs, ability to maintain Levels of Service and resulting Risk. Consultant shall develop lifecycle strategies for each asset type. Resulting strategies must include predictive models considering physical condition of assets (e.g. deterioration curves, estimated service life) and links to required levels of service.

For each asset type, at a minimum, the Consultant shall determine intervention strategies (rehabilitation, replacement), including triggers for rehabilitation (for example, condition, age), condition reset points as a result of treatment, cost to perform the function (in relation to asset replacement cost), and some evidence as to why the recommended strategy represents the most cost effective and prudent (risk conscious) approach. Evidence shall include considerations for operating and maintenance budget, and cost of early replacement versus ongoing maintenance to determine the most cost-effective option.

Resulting strategies must be applicable to each asset within each asset type, and be predictive, so as to forecast trigger parameters (for example, condition or age), determine timing of each intervention, and define reset points. Consultant's approach must allow for State of the Infrastructure reporting and must include some measure of increasing risk as deviation from Levels of Service are incurred through missed rehabilitations (for example, in a funding constrained scenario).

The consultant is expected to develop and submit the following deliverables concerning the Asset Lifecycle Strategies for City's infrastructure assets:

- Optimized Lifecycle activities / interventions for each asset type considering TLOS, Asset Condition, Asset Criticality and Risk in balance with cost. All assumptions for intervention points, including Condition Rating at which they will occur, reset Condition Points, description of interventions and estimated costs;
- All baseline assumptions which support the timing of interventions (deterioration curves, estimated useful life, planned discard) and assumptions;
- Broad recommendations for Condition Assessment Frameworks (future data improvement recommendations and criteria to be captured).

2.7 Financial Plan

The successful proponent will develop a financial plan to identify sufficient resources to implement the capital and maintenance plans. The financial plan is to be developed using a long-term



financial model that is delivered to the City as part of this assignment. This financial plan shall recognize and integrate with existing financial planning and budgeting efforts and may result in changes/improvements to existing financial planning and budgeting processes.

The successful proponent will develop 5, 10, 25 and 50 year Capital and Operating investment plans for the asset classes specified to meet regulatory requirements, level of service objectives whilst balancing risk, state of good repair and growth needs.

The consultant is also required to review master plans to develop current infrastructure debt (the gross sum of requirements to meet a specified LOS) and deficit (the annual funding shortfall between contributions to reserves and the annual required reserve funding to meet a specified LOS).

Further, the consultant shall develop life cycle and financial management strategies to meet desired levels of service for all infrastructure if not yet met that reflects the City's ability to pay.

2.8 Final Asset Management Plan and Presentation

At the study's conclusion, the Consultant shall provide the City with an Asset Management Plan that will fulfill all of the requirements of O. Reg. 588/17.

The Consultant shall present the results of the Asset Management Plan to the City Council including an agenda, the preparation of all necessary presentation materials and any follow-up responses that may be required as a result of the comments or questions received. Responses shall be provided within one (1) week of receipt.

3. Deliverables

3.1 Project Deliverables

This section outlines the deliverables expected as part of this assignment.

The Consultant will allow for a draft submission of all deliverables (technical memorandums and Asset Management Plan report). The Consultant's schedule shall assume a two (2) week review period. Draft submissions are to be submitted in digital format only.

Final deliverables and corresponding files shall be submitted in triplicate on three (3) individual memory sticks. Updated data sets, planning tools and mapping files shall also be submitted in triplicate on three (3) individual memory sticks. Technical support is to be provided as required to ensure the Final deliverables can be successfully integrated into the City data systems and networks. Any models or tools provided as part of the Final Deliverables should include suitable user manuals or documentation to allow City staff to operate and maintain them moving forward. Allowance should also be included in the proposed scope of work for designated City staff training as appropriate in the use of these tools/models.

All deliverables must conform to Web Content Accessibility Guidelines in accordance with the AODA standards and requirements.



3.2 Reports

The following reports are required through the course of the project:

- Three bound versions of the final report;
- PDF of final report;
- An electronic copy (MS Word and/or MS Excel) of the entire report(s) and all spreadsheets, both output (report) spreadsheets and data spreadsheets, shall be submitted in a form that will allow City staff to conduct further modelling and reporting;
- Development of a format for the requirements of Section 9 of the Regulation - Annual Review of the Asset Management Progress.

3.3 Technical Memorandums

Progress through the project will be marked by milestone technical memorandums. They shall generally follow the scope of work outlined in Section 0 of this request:

- Technical Memorandum #1 and 2: Background Information Review and Gap Analysis (for both Core and Other Asset Classes);
- Technical Memorandum #3: Meetings, Workshops and Staff Engagement;
- Technical Memorandum #4: Asset Management Maturity Assessment or Readiness Scale Assessment (for both Core and Other Asset Classes);
- Technical Memorandum #5: Asset Management Strategy;
- Technical Memorandum #6: State of Local Infrastructure Report (separate reports for each Core Asset Class);
- Technical Memorandum #7: Level of Service Development;
- Technical Memorandum #8: Risk Management Plan;
- Technical Memorandum #9: Capital Investment Plan;
- Technical Memorandum 10: Financial Model and Plan;
- Technical Memorandum #11: Recommendation of software to assist in the execution and updating of AM plans;
- Technical Memorandum #12: Recommend Governance Structure options, improvement plans, future staffing and other resource requirements to meet the existing and anticipated requirements for AM (for both Core and Other Asset Classes);

3.4 Meeting Agendas and Notes

The proponent shall be responsible for project meeting agendas, minutes and notes of the steering committee and progress meetings

3.5 Presentations

The following presentations will be required throughout the project:

- Presentation by the Proponent of a draft Asset Management Plan to the Asset Management Steering Committee;



- Presentation by the Proponent of the draft-final Comprehensive Asset Management Plan to the Council of the City of Niagara Falls;
- Presentation to City Council

4. Administration

4.1 Technical Steering Committee

An Asset Management Working Group has been formed and will participating in this project to facilitate decision making and manage the project scope, coordination with related projects and/or programs, communicate and obtain support/agreement from project stakeholders, assist in resolving obstacles, review reports, attend meetings and provide guidance through the Project.

A minimum of four Asset Management Working Group meetings will be held throughout the duration of the project. Regular milestone-based reports outlining the progress with respect to the deliverables and schedule outlined in this Request for Proposal and in the proposal shall be provided and reviewed.

The Consultant will be responsible for scheduling and providing meeting agendas for all Asset Management Working Group meetings. Wherever necessary, the Consultant will provide meeting handouts or prepare brief presentations to facilitate discussion. The Consultant will distribute detailed meeting minutes to all Asset Management Working Group members within one week of the scheduled meeting date.

4.2 Meetings, Workshops and Staff Engagement

The successful proponents will outline their approach to the effective management of this project and the delivery of workshops aimed at fully engaging City Staff and Council in the development of levels of service and investment plans. The delivery of these meetings and workshops will recognize the differing skills and capacity within each City department and staff level. Staff and Council "buy in" to the strategy developed as part of this project is of the utmost importance.

The successful Consultant shall include provisions for six (6) monthly progress meetings with the City's Project Manager.

The Consultant's Project Lead and technical staff appropriate to the meeting's agenda shall be in attendance.

It will be the Consultant's responsibility to provide all required presentation materials, handouts and agendas for all meetings including the preparation and distribution of detailed meeting minutes within one (1) week of the scheduled meeting date.

4.3 Project Timeframes

The following timeframes are proposed for the project. In order to maintain compliance with the Provincial Regulation, these deadlines must be adhered to. The proponent is to submit a proposed Gantt chart schedule in MS Project as part of the main body of the proposal outlining



appropriate tasks, underlying assumptions associated with the proposed schedule, durations, key milestone dates, deliverables and durations:

Item	Date
RFP issue, proposal completion, evaluation and Award Recommendation	Refer to Key Dates section (1.4.1)
Consultant Work	Continuous throughout the period from Assignment Award to Study Finalization
Presentation to Council – Core Services AMP	June 22 nd , 2021
Finalize Report	July 1 st , 2021

The successful consultant shall review and, in consultation with the City Project Manager, update the project schedule on an as needed basis. No extension on the project completion deadlines will be entertained unless the Provincially mandated completion timeframe is extended.

B. Material Disclosures

In responding to this RFP, the Proponent accepts full responsibility to understand the RFP in its entirety, and in detail, including any inquiries to the City of Niagara Falls as necessary to gain such understanding. The City of Niagara Falls reserves the right to disqualify any Proponent who, in the City’s sole opinion, demonstrates less than such understanding. Further, the City reserves the right to determine, at its sole discretion, whether the Proponent has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the City of Niagara Falls.

Based on the performance of the successful Proponent, funding availability and approval by the Municipality, the City reserves the right to utilize the services of the successful Proponent for additional related work as yet unknown, that is over and above the scope identified, or return to the market with a new RFP document when it is deemed to be in the Municipalities’ best interest.



C. Mandatory Submission Requirements

1. Submission Format Requirements

Proposals should be formatted to the requirements listed below. Proponents will be scored on their comprehension of the Request for Proposal and completion of their submission.

- a. Proposals should be formatted with the following Proposal Sections, named and listed in the same order listed below.
- b. Include tabs for each Proposals Section with the section number and name as listed below.
- c. Only the material requested below should be provided within each Proposal Section and in the order listed.
- d. Proposals shall be a maximum of **25 single sided pages**, excluding Appendices and Supplemental Information. Any pages beyond the first 25 will not be considered in the evaluation.
- e. Any additional information proponents wish to include such as Corporate Brochures, project photographs and letters of references shall be provided under Section viii. Supplemental Information.

Proposal Sections

Proposals shall be formatted with table of contents and proper labels for each section below and be submitted in the correct envelopes. Any addenda shall be submitted in Envelope #1 and be the first tab of the submission.

i. RFP Deliverables Comprehension & Completion

Consultant to provide a statement outlining their understanding of the deliverables and the phasing of this project. Proposal was formatted with table of contents in order and proper labels for each section and submitted in the correct envelopes.

ii. Proposed Work Plan, Methodology and Approach

Consultant to provide a detailed work plan outlining the study program, methodology, assumptions, time and task breakdown (including total project hours), hours and percentage of time to be allocated to the project by the team members complete with a detailed project (schedule) in the form of a Gantt Chart;



- a detailed stakeholder consultation program;
- confirmation that the final submission of reports will be AODA compliant in word and PDF formats to WCAG Level 2.0 AA standard

iii. Experience and Qualifications

Each proponent should provide the following in its proposal:

- a. A description of the Proponent Organization;
- b. A description of its knowledge, skills and experience relevant to the Deliverables;
- c. In the form of a chart, list the names and the years of experience of the following members of the Project Team and percentage of time that will be committed to the project:

Project Manager / Lead –provide curriculum vitae for each member
Project Manager/Alternate - provide curriculum vitae for each member
Team Members / Staff – provide curriculum vitae for each member
Any others disciplines not listed – provide curriculum vitae for each member

- d. A description of company's experience in providing services for the same or similar work to that requested in this Request for Proposal for organizations of a similar size to the City. Identification of proposed project manager and provide at least one (1) alternative. Identification of project staff and their respective roles and responsibilities on the project team, and summaries of their roles and responsibilities on previous similar projects.

iv. References

Provide at least three (3) relevant municipal projects related to Asset Management Plans if possible, with references (excluding the City of Niagara Falls), for projects provided within the last 3 years. Each project listed shall provide the following information:

- a. Project Name
- b. Description of the Project:
 - Duration of the project (Start / Ending);
 - Project Value
 - Describe Efficiencies identified and realized
 - Were proposed recommendations implemented
- c. Client/Owner's Information to include:
 - Corporate Name
 - Name and title of project contact
 - Address
 - Telephone number
 - Email address



Please ensure that you provide correct and up to date project client contact information. City of Niagara Falls RFP selection committee staff will make 3 attempts via telephone to contact project references.

v. Quality Assurance & Control and Value-Added Services

Proponents shall provide and description of the internal quality assurance and control programs to be implemented by their organization to identify and address sources of error and inconsistency with any project deliverables. Any proposed Value-Added Services to be provided during the course of Project completion are to be detailed.

vi. Pricing

Pricing (Appendix C) information should be separated and enclosed in a separate sealed envelope (Envelope #2) as identified in section 1.5.3 of this RFP. This should include total upset limit, billing periods include per diem charges, disbursements, travel and meeting charges. Provide a breakout price for additional meetings or consultations as required. While cost is an important factor, the City will select a proponent using all of the criteria listed above.

vii. Supplemental Information

Proponent may include any additional information in this section, however, this section will not be considered in the scoring matrix. Envelope #1

2. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent. Envelope #1

3. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C). Envelope #2

D. Mandatory Technical Requirements

In conjunction with the Mandatory Submission Requirements, proponents must meet a **minimum score of 60%** for each of the technical requirements 45/75. Sections include:

- i. RFP Comprehension and Completion;
- i. Proposed Work Plan;
- ii. Experience and Qualifications;
- iii. References;



Proponents who do not meet the minimum threshold will not receive consideration for the Financial Proposal. Further to this, Proponents who feel that they cannot meet the timelines identified in this RFP should not submit a proposal.



E. Pre-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 the City with a Certificate of Insurance acceptable to the City Solicitor and must be on forms acceptable to the City. 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 the City 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 the City, certified copies of all the above-mentioned policies shall be delivered to the City. All subsequent policy renewals and Certificates of Insurance thereafter, during the time that the Contract is in force, shall be forwarded to the City within fifteen (15) days of their renewal date.

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

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

The policy will be extended to include:

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

The policy shall be endorsed to:

- Include **The Corporation of the City of Niagara Falls** as an additional insured; and
- Contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage



affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

b) Automobile Insurance

Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than two million dollars (\$2,000,000). Coverage must also apply in the event the operations of the insured results in a pollution condition, including remediation costs.

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

c) Professional Liability Insurance

The Insurance Coverage shall be in the minimum amount of:

- i. \$1,000,000.00 per occurrence, and
- ii. \$2,000,000.00 per project

The Consultant shall provide to the City proof of Professional Liability Insurance carried by the Consultants.

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 the City’s Solicitor;
- b) An Independent Operators Status Certificate issued by WSIB; or
- c) Such further and other evidence as may be satisfactory to the City’s Solicitor.

In addition to the indemnification provided by the selected bidder elsewhere in this RFP, the selected bidder agrees to indemnify the City of Niagara Falls 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.

3. AODA STANDARDS OF ACCESIBILITY COMPLIANCE

Information and communications (without limitation, documents, materials and presentations) provided to the City as part of the Deliverables, which shall be posted to the



City’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.

F. Rated Criteria

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)
RFP Deliverables, Comprehension & Completion. Comprehensive understanding of the project requirements of this RFP including project deliverables, objectives, requirements and the phasing of this project.	10
Proposed Work Plan, Methodology and Approach Demonstrated project and scope understanding, thorough workplan, schedule and stakeholder engagement plan. Demonstrated approach and methodology for achieving objectives.	25
Experience and Qualification Demonstrated qualifications and experience of Proponent, including organizational expertise and sub-contracted expertise. Identification of proposed Project Manager and provide at least one (1) alternative. Identification of project team and their respective staff roles and responsibilities on the project team, and summaries of their roles and responsibilities on previous similar size and scope projects. Demonstrated company experience providing services for the same or similar work for organizations of a similar size to the City.	25
References	10
Quality Assurance & Control and Value-Added Services Provide a detailed description of the company's internal quality assurance and control program to be implemented to identify and address sources of error and inconsistency with any project deliverables. Provide a description of any value added services or synergies.	5
Proposed Price / Financial Model	25
Total Points	100

Proposals whose Pricing is significantly and disproportionately lower than that of the other proponents, may be considered to have undervalued, and therefore, misinterpreted the scope of work. These proposals may not be considered in this evaluation.



APPENDIX E – RFP BID IRREGULARITIES

RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS

	IRREGULARITY	RESPONSE
1.	Late Bids.	Automatic rejection.
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.
	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 Division, otherwise automatic rejection.
	D) Form of Quotation or Tender missing or incomplete.	Automatic rejection.



	IRREGULARITY	RESPONSE
	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 Division, 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 Division 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 Division 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 Manager of Procurement, 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 The Corporation of the City of Niagara Falls staff of the irregularity

APPENDIX F – NIAGARA FALLS SUPPLEMENTAL INFORMATION

City of Niagara Falls Asset Management Policy – posted separately