



Request for Proposal

Supply & Install Two (2) Matching Curved Columbarium Niche Walls at Lundy's Lane Cemetery

Request for Proposal No.: **RFP14-2022**

Issued: **Wednesday, April 27th, 2022**

Submission Deadline: **Wednesday, May 18th, 2022 by 2:00:00 pm local time**



TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	4
1.1 Invitation to Proponents.....	4
1.2 RFP Contact.....	4
1.3 Contract for Deliverables.....	4
1.4 RFP Timetable.....	4
1.5 Submission of Proposals.....	5
PART 2 – EVALUATION, NEGOTIATION AND AWARD	7
2.1 Stages of Evaluation and Negotiation.....	7
2.2 Stage I – Mandatory Submission Requirements.....	7
2.3 Stage II – Evaluation.....	7
2.4 Stage III – Pricing.....	7
2.5 Stage IV – Ranking and Contract Negotiations.....	7
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	9
3.1 General Information and Instructions.....	9
3.2 Communication after Issuance of RFP.....	10
3.3 Notification and Debriefing.....	11
3.4 Conflict of Interest and Prohibited Conduct.....	11
3.5 Confidential Information.....	13
3.6 Procurement Process Non-Binding.....	13
3.7 Governing Law and Interpretation.....	14
APPENDIX A – SUBMISSION FORM	15
1. Proponent Information.....	15
2. Acknowledgment of Non-Binding Procurement Process.....	16
3. Ability to Provide Deliverables.....	16
4. Non-Binding Pricing.....	16
5. Addenda.....	16
6. No Prohibited Conduct.....	16
7. Conflict of Interest.....	16
8. Disclosure of Information.....	17
APPENDIX B – PRICING	19
1. Instructions on How to Provide Pricing.....	19
2. Evaluation of Pricing.....	19
3. Required Pricing Information.....	19
4. PRICE FORM.....	20
APPENDIX C – RFP PARTICULARS	21
A. RFP Deliverables.....	21
B. Material Disclosures.....	22
C. Mandatory Submission Requirements.....	22
D. Mandatory Technical Requirements.....	24
E. Rated Criteria.....	27
F. Pre-Conditions of Award.....	28
APPENDIX D – SPECIFICATION COMPLIANCY FORM	30
APPENDIX E – BID IRREGULARITIES	31
ATTACHMENT 1 – LUNDY’S LANE CEMETERY CORNER LANDSCAPE PLAN (posted separately)	



TABLE OF CONTENTS (cont'd)

ATTACHMENT 2 – PROJECT AREA (posted separately)

ATTACHMENT 3 – RENDERING OF GATEWAY FEATURE (posted separately)

ATTACHMENT 4 – SUMMER RENDERING OF COLUMBARIUM (posted separately)

ATTACHMENT 5 – FALL RENDERING OF COLUMBARIUM (posted separately)



PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation to qualified and experienced proponents to submit proposals for the supply & installation of two (2) matching curved columbarium niche walls at Lundy’s Lane Cemetery, as further described in the RFP Particulars (Appendix C).

1.2 RFP Contact

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

Jessica Curno – Procurement Agent – jcurno@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, in the form of a Purchase Order, with the City for the provision of the Deliverables. It is the City’s intention to enter into an agreement with only one (1) legal entity per awarded contract.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	Wednesday, April 27 th , 2022
Deadline for Questions	Wednesday, May 4 th , 2022 by 2:00 pm local time
Deadline for Issuing Addenda	Wednesday, May 11 th , 2022 by 2:00 pm local time
Submission Deadline	Wednesday, May 18 th , 2022 by 2:00:00 pm local time
Anticipated Contract Award (subject to approval)	June 2022
City Contract Administrator	Mark Richardson

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:

**Municipal Service Centre
Attn: Procurement
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 three (3) paper copies of the technical proposal in an envelope (excluding all pricing) and any attachments to such schedules (the "Pricing Documents");

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

Envelope #2

One (1) original "marked as original" and (1) paper copy of the Respondent's Pricing Documents (Refer to Appendix B, Price Form).

Envelope #3

Envelope #1 and Envelope #2 must be sealed in envelope #3 and be clearly labelled to the following address;

**Municipal Service Centre
Attn: Procurement
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 proposal will be excluded from further consideration. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix C).

2.3 Stage II – Evaluation

Stage II will consist of the following two (2) 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 C) 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 C).

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 B). 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 highest 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 Request for Proposal 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 C), 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 C) 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 including samples supplied.

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 addenda 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 way of addenda. 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 A), 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 C). 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 written agreement is executed by the City, 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 as identified in the City's Procurement Policy Dispute Resolution section. The Substantive Objection 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 A).

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.



APPENDIX A – 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 B) 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 B – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”). The pricing shall be in accordance with the prescribed Price Form identified on the subsequent page.
- (b) Pricing must be provided in Canadian funds, inclusive of all applicable duties and fees, excluding HST, which should be itemized separately.
- (c) Prices quoted by the proponent must be all-inclusive. Pricing must include, but are not limited to, all: labour, equipment, material costs, travel, costs of delivery, installation, overhead and profit.
- (d) The quantities indicated are estimates only and may be subject to change.

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 Price Form shall be provided.



4. PRICE FORM

Prices are to be quoted F.O.B. delivered and installed to 7489 Lundy's Lane, Niagara Falls, ON, as prescribed within this RFP. Taxes are to be extra.

Proponents must complete all price lines with dollar amounts on the Price Form.

QUANTITIES ARE ESTIMATES ONLY AND NOT FIRM ORDER AMOUNTS

Quantity	Unit Price Per Wall	Subtotal	HST (13%)	Total
2	\$	\$	\$	\$
Niches Per Wall		Unit Cost Per Niche		



APPENDIX C – RFP PARTICULARS

A. RFP Deliverables

1. Introduction

The Corporation of the City of Niagara Falls is requesting proposals from qualified and experienced suppliers for the design, supply and installation of a large granite columbarium feature containing two (2) matching, curved, double-sided niche walls/units, which will be incorporated into significant landscape improvements at Lundy's Lane Cemetery, 7489 Lundy's Lane, Niagara Falls.

2. Background

The City of Niagara Falls Cemetery Services continually strives to provide superior customer service, grounds maintenance, and efficient operations in addition to a growing selection of interment and inurnment options. Lundy's Lane presently only offers traditional in ground options. In an effort to respond to the increasing trend in cremations, and the wish for inurnments in above ground features, it is our goal to install a large columbarium feature, which will be incorporated into the development of beautiful memorial gardens and sitting space at Lundy's Lane Cemetery.

The project site, located at Lundy's Lane Cemetery, is associated with an area currently undergoing redevelopment; including the demolition of a historical building; the development of a significant gateway feature and memorial gardens; the development of additional in-ground lots/plots; and the installation of a large columbarium feature which will be incorporated into a memorial garden feature and sitting space. The Lundy's Lane Cemetery corner is highly visible at one of the busier intersections in a tourist/business district. Please refer to Attachments 1, 2, 3, 4 & 5 for drawings and illustrations of the project area and proposed design features/concepts of the adjacent gateway feature and anticipated columbaria (i.e. two curved walls).

3. Project Overview & Objectives

The large columbarium feature should contain approximately 200 niches per unit, and should incorporate historical components and features to honour the history of the site (i.e. materials and colours to compliment the gateway features being constructed using red brick and stone to match that of the demolished Historical School Building, quoined corners, and laser etched images, etc.).

The City will be responsible for the relocation of the existing fence, and maintenance of any adjacent trees that may impede access to the location.

Proponents must confirm and/or include the following in their submission as prescribed:

- i. number of double niches per unit;
- ii. niche size: no less than 12" x 12" x 14", or equivalent for a double inurnment;
- iii. niches to have a "security" shutter (lockable or otherwise);
- iv. a diagram illustrating the niche dimensions including opening;
- v. niche fronts are **not** to be pre-drilled;



- vi. all hardware, sealers, supports, accessories, etc. to complete each columbarium in its entirety;
- vii. include type and size (where applicable) of materials, hardware, etc. that will be used;
- viii. foundation installation specifications; and
- ix. number of years warranty.

4. Work Plan

All proposals must include the following:

- i. a breakdown of the costs on a per niche basis (per columbarium) within the Price Form;
- ii. an illustration or picture of proposed columbarium indicating construction measurements;
- iii. a detailed work plan of the approach and timing for the completion of the supply and installation;
- iv. specifications on excavation and site work; and
- v. a diagram of niche layouts for customer familiarity.

The proposal must be specific to the specifications identified above. Although the City encourages creative and imaginative proposals, any substitution, design suggestions or modification from the original request must be presented separately as an Option.

5. Schedule

The completion of the columbarium installation will be no later than **October 3rd, 2022**.

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

i. 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 identified 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 twenty-five (25) single sided pages**, excluding Table of Contents, Addenda, Appendices and Supplemental Information where applicable. 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 as Supplemental Information.

ii. 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. Appendix A – Submission Form, Addenda (if applicable) and statement of understanding of deliverables
- ii. Proposed Work Plan, Methodology and Approach
- iii. Experience and Qualifications
- iv. Design
- v. Quality Assurance and Control
- vi. Specification Compliancy (refer to Appendix D: Specification Compliancy Form)
- vii. References

iii. Pricing

Pricing (Appendix B – Price Form) information must be separated and enclosed in a separate sealed envelope (Envelope #2) as identified in section 1.5.3 of this RFP. The pricing shall be in accordance with the supplied Price Form.

iv. Supplemental Information

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

v. Submission Form (Appendix A)

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



D. Mandatory Technical Requirements

In conjunction with the Mandatory Submission Requirements, proponents must meet a minimum score of 60% (45/75) for each of the technical requirements. A breakdown of the requirements for each of the sections is provided below:

i. RFP Deliverables Comprehension & Completion

Proponent to provide a statement outlining their understanding of the deliverables. The statement shall include an overview of the proponent's company history/background.

Proposal is complete and was formatted with table of contents in order and proper labels for each section.

ii. Proposed Work Plan, Methodology and Approach

Proponents are to provide a detailed work plan outlining the project's work plan, methodology, approach, and breakdown of tasks and is to include at minimum:

- A detailed work plan that logically portrays the project's progression and methodology and the proponent's understanding of the City's requirements.
- The work plan is to include the tools and resources that will be used and methodology to complete all aspects of the assignment including sub-contractors.
- Confirmation that the final submission of reports will be AODA compliant in word and PDF formats to WCAG Level 2.0 AA standard is to be provided.

A project schedule shall be provided in the form of a Gantt Chart detailing the work plan which includes dates for all tasks to complete the project as described in the Proponents Work Plan. The Gantt Chart may be provided as an Appendix and will not count towards the total page count. The schedule shall identify the critical path and should align with the RFP deliverable target date(s). The schedule will become the project baseline schedule upon award of the assignment. Modifications to the phasing may be acceptable, the proponent shall include a description of the logical progression of the assignment.

iii. Experience & Qualifications

It is important that work be undertaken by a supplier who can demonstrate knowledge of, and experience in performing work comparable in nature, size and scope to the City's requirements.

- Provide a brief overview of your organization highlighting services provided and areas of expertise.



- Describe previous experience in undertaking work of a similar nature, size and scope.
- List the other company name(s) your company operates under.
- Provide the name and contact information of the Project Manager and provide details on their experience/credentials.
- Identify any sub-contractors that will be utilized to complete this project.
- Add any other pertinent company information, qualifications and/or experience in this section (if applicable).

iv. Design

Proponents design elements will be considered including the uniqueness and creativity while maintaining compliance with specifications as prescribed, as well as the historical and visual features of the property and proposed Gateway feature.

Proponents shall include:

- Illustrations or pictures of proposed columbarium indicating construction measurements.
- Diagram of niche layouts and dimensions including opening.
- Detailed specifications on excavation & foundation installation.
- Proposed location of an optional Ossuary in one (1) of the Curved Niche Walls.
- Design features incorporating physical attributes of the previous historically designated structure, including but not limited to:
 - Quoined corners on the pillars; and
 - Design features/components/colours matching the red brick wall and stone foundation aesthetics of the historically designated building.
- Acknowledgement/recognition through illustrations (i.e. etchings, etc.) of previous structures and pioneer families, incorporated into the overall design of the columbarium walls.

v. Quality Assurance and Control

Proponent's submissions shall include a description of internal quality assurance and control programs to be implemented to identify and address sources of errors, inconsistencies or any other issues with any project deliverable.



vi. Specification Compliancy

Proponents are to provide the requested information in order to demonstrate their ability to meet the specifications of the City's requirements.

Complete and include the Specification Compliancy Form (Appendix D).

vii. References

Provide at least three (3) relevant contracts of similar scope that have been awarded within the last five (5) years. References provided must not include the City of Niagara Falls.

If the City is unable to obtain a satisfactory reference or if the reference does not respond to the reference call or chooses not to comment, the reference will be deemed unsatisfactory.

Each contract listed shall provide the following information:

- a) Brief description of the scope of work, approximate value including photos or sketches.
- b) Each client/owner's information to include:
 - Corporate name
 - Name of contact
 - Telephone number
 - Email address

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. 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 <ul style="list-style-type: none"> • Statement of understanding of deliverables • Formatting (including table of contents) and tabs in prescribed order. • All necessary forms and information included. 	10
Proposed Work Plan, Methodology and Approach <ul style="list-style-type: none"> • Detailed work plan provided with proper identification of all key components or tasks • Details provided of each task and all parties that will be involved. • Project schedule provided in GANTT chart which demonstrates a critical path for each phase 	15
Experience & Qualifications <ul style="list-style-type: none"> • Description of the company and resources • Details provided of same or similar projects 	10
Design <ul style="list-style-type: none"> • Design incorporates visual features of the proposed Gateway/Landscape design • Recognition/acknowledgement of historical significance/aspects of the property • Uniqueness and Creativity of Design 	15
Quality Assurance and Control <ul style="list-style-type: none"> • Details of quality assurance and control programs 	5
Specification Compliancy <ul style="list-style-type: none"> • Niche specifications • Details of warranty 	10
References <ul style="list-style-type: none"> • Relevant references provided • Reference feedback 	10
Score of 45 out of 75 to move on to Financial Opening	
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.

F. Pre-Conditions of Award

The selected proponent must satisfy the following conditions and provide the following information within fourteen (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 Agreement is in force, shall be forwarded to the City within fifteen (15) days of their renewal date.

The Service Provider 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 Service Provider purchase and maintain at all times during the term of the Agreement or cause to purchase and maintain at all times during the term of the Agreement, 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). Five million (\$5,000,000) is required if Heavy Equipment is to be used. Coverage must also apply in the event the operations of the insured results in a pollution condition, including remediation costs.

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.



APPENDIX D – SPECIFICATION COMPLIANCY FORM

Description	Response
Indicate the number of double niches per unit.	
Niche size: Confirm no less than 12" x 12" x 14", or equivalent for double inurnment.	
Niches have a "security" shutter (lockable or otherwise).	
Niche fronts are not to be pre-drilled.	
Included are all hardware, sealers, supports, accessories, etc. to complete each columbarium in its entirety.	
Identify type and size (where applicable) of materials, hardware, etc. that will be used.	
Warranty Details & Period (years)	
Company Name (Please Print)	



APPENDIX E – BID IRREGULARITIES

RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS, WHERE APPLICABLE

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
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.
	E) Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.



IRREGULARITY		RESPONSE
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