



Town of South Bruce Peninsula

RFP 19-07

**Roads Needs Study
and Sidewalk Condition Assessment**

Issued: February 19, 2019

Section 1 – General Conditions

1.1 Instructions

Description of Undertaking

The Town of South Bruce Peninsula (Town) wishes to engage the services of a consulting engineering firm (Consultant) to carry out two separate but related tasks: the provision of a Comprehensive Roads Needs Study for the Town's 430 centerline kilometers of road network, and completion of a comprehensive sidewalk inventory and condition assessment.

The proposal must be completed and signed where applicable. The Town is using the "two (2)-envelope" system for receiving proposals. The technical and pricing portions of the Proposal shall be submitted in separate, sealed envelopes. Each envelope shall have the appropriate submission label attached to it. Proposal submission instructions are detailed in Section 4 of this RFP. Generally, the proposal submission must include the following:

- Two (2) hard copies and one (1) soft copy (CD or USB flash drive) of the technical portion of the proposal (excluding the fee structure) to be submitted in one sealed envelope;
- One (1) hard copy and one (1) soft copy (CD or USB flash drive) of the fee portion of the proposal to be submitted in a sealed envelope, separate from the technical portion of the proposal; and
- The various forms, as specified and described later in this RFP, inserted in the corresponding envelopes.

It is the Proponent's responsibility to ensure the submission is complete.

Please submit the complete proposal, including the attached forms, in sealed envelopes with the address label sheets provided by the Town, firmly affixed to the outside of the envelopes, quoting the above project number and closing date and forward before:

March 15, 2019 at 3:00 pm Local Time to:

Lara Widdifield, C.E.T.
Director of Public Works
Town of South Bruce Peninsula
315 George St, PO Box 310
Warton, ON N0H 2T0

All interested parties shall contact Karen Cameron, Public Works Office Coordinator, in writing at karen.cameron@southbrucepeninsula.com to register as a plan taker. All

addenda, amendments or further information will be provided to the registered plan takers.

1.2 Definitions

Agreement: Refers to the agreement that will be entered into with the Consultant.
Council: Refers to the Council of the Town of South Bruce Peninsula.

Consultant: Refers to the Proponent selected to undertake the work covered by this RFP, if any.

Town/Corporation: Refers to the Corporation of the Town of South Bruce Peninsula.
Proponent: Refers to any eligible entity submitting a Proposal.

Project: Refers to the development of a Roads Needs Study.

Proposal: Refers to the proposals that are submitted in response to this RFP by the Proponents and after the Project has been awarded, to the Proposal submitted by the Consultant.

1.3 Accessibility

As of January 1, 2012, Proponents must meet the requirements of the Customer Service Standard of the *Accessibility for Ontarians with Disabilities Act, 2005*.

1.4 Late Submissions

Proposals received after the official closing time will not be considered during the selection process and will be returned, unopened, to the respective Proponent.

1.5 Inquiries

Inquiries concerning the RFP process, its requirements and the results are to be directed to:

Lara Widdifield, C.E.T.
Director of Public Works
E-mail: lara.widdifield@southbrucepeninsula.com

It is preferred that Proponents submit their questions by e-mail. Questions of clarification will be answered individually. The response(s) to any question(s) that, in the Town's opinion, modifies the scope, or requires clarification, of the RFP will be circulated in writing as an Addendum to all registered document takers who have received the RFP document from the Corporation.

It is the Town's position that the scope of work for this Project has been set out in sufficient detail in this RFP that it will not be disclosing the budget it has allocated for the Project prior to the proposals being received.

Inquiries must be received no later than 2:00 PM, February 28, 2019 otherwise a response may not be provided.

1.6 Examination of Proposal Documents

Each Proponent must satisfy himself/herself as to the full requirements of the proposed work. There will be no consideration of any claim, after Proposals are submitted, if there is a misunderstanding with respect to the minimum requirements indicated in this RFP. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

1.7 Completion of the Proposal

All entries shall be clear, legible and made in a non-erasable medium. Alterations may be made provided they are legible and initialed by the Proponent's signing officer.

1.8 Addenda

If deemed necessary by the Town, addenda will be distributed to all registered document takers of this RFP. Addenda will be distributed using the latest contact information as provided by the Proponent. It is the Proponent's responsibility to notify the Corporation of any changes to their email or mailing address. It is also the Proponent's responsibility to ensure all addenda have been received.

1.9 Acceptance or Rejection of Proposal

The Corporation reserves the right to reject any or all Proposals and to waive formalities as the interests of the Town may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the foregoing, the Town shall not be required to accept and award a Proposal, or issue a modified RFP at a later date.

The RFP process set out in this document is in accordance with the Town of South Bruce Peninsula Purchasing Policy. The Town shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Town of any Proposal or by reason of any delay in the acceptance of a Proposal, except as provided in the RFP document.

1.10 Proposal Award Procedures

Proposals will be evaluated by an internal committee subsequent to the closing date and time.

It is the intent of the Town to review and award a contract for the Project by April 2, 2019. A detailed schedule for completion of the Project is in Section 2 of this RFP, but

generally the Consultant is expected to have the work 90% completed by September 16, 2019 with final presentation provided to Town Clerk October 7, 2019 in order that the presentation can be attached to Council agenda and make a final presentation to Council on October 15, 2019. The Town will make every effort to complete the review and award process in a timely manner, but reserves the right to modify any or all dates at its sole discretion.

Notice of acceptance of a Proposal, and award of a contract for the Project, will be by telephone and/or by written notice. Thereafter, an agreement will be entered into with the Consultant, as detailed below.

Proponents are advised there will not be a public opening for this RFP. However, the Staff report to Council that deals with the RFP will be a public document after it has been circulated to Council.

1.11 Agreement with Consultant

The Consultant will be required to enter into a written agreement, the Agreement, for the Project in a form acceptable to the Town. The Agreement will be in substantially the same form as is attached to this RFP as Appendix A.

1.12 Responsibility for Damages

The Consultant shall indemnify and save harmless the Town from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or executed by, or attributed to any such damages, injury or infringement as a result of activities under this Project.

1.13 Protection of Work and Property

The Consultant shall provide continuous and adequate protection of all work from damage and shall protect the Corporation's property from injury or damage arising from, or in connection with, this work. The successful Proponent shall make good any such damage or injury.

1.14 Limited Liabilities

The Town's liability for the work undertaken pursuant to the Project shall be limited to the actual goods/services ordered and provided.

1.15 Proponent Expense

Any expenses incurred by the Proponent in the preparation of the Proposal submission are entirely the responsibility of the Proponent, and will not be charged to the Corporation.

1.16 Regulation Compliance and Legislation

The Consultant shall ensure all services and products provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation. The Consultant shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

1.17 Proposal Selection Criteria

The acceptance of a Proposal will be contingent upon, however not limited to, the following considerations:

- the Qualifications and Experience of the Proponent;
- the proposed Methodology for completing the Project;
- the proposed Work Plan;
- proximity of the proponent in relation to the Town;
- the proposed Schedule set out on a Gantt chart to be submitted with the proposal; and
- the Pricing

The Town intends to accept the proposal that gives it the best value for the money spent.

A detailed Evaluation Selection Criteria table is included in Section 3 of this RFP.

The lowest-priced or any Proposal may not necessarily be accepted.

1.18 Extra Work

No work shall be regarded as extra work, unless it is authorized in writing by the Corporation. The agreed price for any extra work shall be included in the written authorization for the extra work.

1.19 Terms of Payment

Unless otherwise stated herein, the Corporation's normal terms of payment will be Net Thirty (30) calendar days from the date the invoice is received. Payment terms shall only be modified at the sole discretion of the Municipality to take advantage of any discounts that may be offered by the Consultant for prompt payment or for other terms that shall be deemed to be in the best interests of the Town.

For the Roads Needs Study, the Consultant shall invoice the Town at the end of each month from April 2019 to September 2019, inclusive. Each invoice amount will be 20% of the total price submitted in the Proposal and accepted by Council. Costs for any extra work the Town has approved in writing may be invoiced for at the end of the

month when the extra work was done. The Town will withhold 10% of the total cost of the work, including extra work, until all the deliverables for the Project have been submitted in a form acceptable to the Town.

Price changes caused by Provincial or Federal government tax legislation will be accepted, but notice of such changes must be submitted in writing and accepted by the Town prior to being invoiced. All prices quoted shall be in Canadian funds. Invoices shall be forwarded to the attention of:

Town of South Bruce Peninsula
Accounts Payable
P.O. Box 310, 315 George St. Wiarton ON, N0H 2T0

1.20 Insurance and Indemnification, WSIB Requirements, and Health and Safety Policies

The Consultant shall, at its own expense, obtain and maintain until the termination of the Agreement, the following:

- a) Commercial Liability Insurance on an occurrence basis for an amount not less than five million, (\$5,000,000) dollars;
- b) Professional Errors and Omissions Insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars;
- c) Automobile Liability on all vehicles owned, operated or licensed in the name of the Consultant in the amount of not less than two million (\$2,000,000) dollars on an occurrence basis; and
- d) Shall include the Corporation of the Town of South Bruce Peninsula as an additional insured with respect to the Consultant's operations, acts and omissions relating to its obligations under the Agreement to be entered into, pursuant to this RFP, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and proponents' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Consultant shall provide the Town with evidence that the above policies are in full force and effect, and they will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Consultant shall not commence work until such time as the required evidence of insurance has been filed with, and approved by, the Town. The Consultant shall also file evidence of the continuance of said insurance with the Town at the renewal date for each policy for the duration of the Agreement.

The Consultant shall indemnify and hold the Town harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in

nuisance whether wilful or otherwise by the Consultant, its agents, officers, employees or other persons for whom the Consultant is legally responsible.

The Consultant shall provide a Certificate of Clearance from the Workers Safety Insurance Board (WSIB) to the Municipality prior to commencing any work on the Project. Updated Certificates of Clearance shall be provided when requested by the Town.

The Consultant and the Town shall exchange their respective Health and Safety Policies as information for the other party this exchange shall occur prior to the Consultant commencing any work on the Project.

1.21 Assignment of Work

The Consultant shall not assign transfer, convey, sublet, subcontract, or otherwise dispose of the Agreement that may be entered into pursuant to this RFP or dispose of his/her right, title or interest therein, or his power to execute such work, to any other person, company or corporation, without the prior written consent of the Town, which consent shall not be unreasonably withheld. Failure to obtain this consent may result in termination of the Agreement with the Consultant.

The Consultant is fully responsible to the Corporation for the acts and omissions of its subcontractors and/or persons directly or indirectly engaged by the Consultant to complete the Project. Subcontractors will be required to abide by all the requirements of the Contract document as though they were the Consultant (Insurance, WSIB, Health and Safety Policy, etc.). The Consultant agrees to bind every subcontractor by the terms of the Contract as far as it is applicable to their work.

1.22 Cancellation

The Corporation reserves the right to immediately terminate the Agreement at its own discretion, as a result of non-performance, late deliveries, inferior quality, pricing problems, etc.

If the Consultant should neglect to execute the work properly, or fail to perform any of the work that is part of the Project, the Corporation, after three (3) business days' written notice to the Consultant, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Consultant. Continued failure by the Consultant to execute the work properly shall result in a termination of the Agreement. The Corporation shall provide written notice of termination.

The Corporation may elect to terminate the Agreement if the original terms and conditions are significantly changed, after giving thirty (30) calendar days written notice to the Consultant.

Either party may terminate the Agreement by giving the other party sixty (60) calendar day's written notice. A period of less than sixty (60) calendar days to terminate the arrangement may be negotiated if mutually agreeable among the parties involved.

Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the Agreement.

1.23 Performance

The Town may evaluate the performance of the Consultant during and/or when the Project is completed or terminated. If evaluated, the Consultant's performance shall be rated on a scale of 0-4 (0- Not rated, 1-poor, 2-below standard, 3-standard, 4-excellent) under the following categories:

- a) Administration
- b) Adherence to Specifications and Special Provisions
- c) Public Relations
- d) Condition and Sufficiency of Equipment
- e) Safety Procedures
- f) Organization, Co-ordination and Efficiency
- g) Environmental Compliance

The performance rating shall be determined based on the everyday performance of the work contemplated by the Agreement, quality assurance test(s), letters, and written instructions to the Consultant.

If evaluated, a copy of the completed Consultant's performance report shall be provided to the Consultant. If the Consultant disagrees with any portion of the Consultant's performance report, he shall advise the Municipality of his specific objections, in writing, within twenty (20) days of the date of the report.

If the Consultant is evaluated as poor or below standard in three categories or not rated in two areas, the Town may disqualify the Consultant from submitting proposals for, or otherwise bidding on, RFP's or other contracts the Town may issue for a period of up to two years from the date the Project was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

If the Consultant is evaluated as poor or below standard in two or more evaluation categories on two performance reports for the Consultant, on different contracts, within twelve months, the Town may disqualify the Consultant from submitting proposals for, or otherwise bidding on, other contracts the Town may issue for a period ranging from three months to two years from the date of the completion or termination of the last contract. The length of the termination will depend on the nature of the unsatisfactory performance.

The decision of the Town in respect of the Consultant's performance report shall be final and binding for all purposes.

1.24 Governing Laws

The Agreement with the Consultant, and any subsequent arrangements, will be interpreted and governed by the laws of the Province of Ontario.

1.25 Freedom of Information

Any personal information required in the Proposal is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990*. This information will be an integral component of the proposal submission.

The Proposal that is approved by Council will become part of the public record. As such, all information contained in them is available to the public, including personal information.

All Proposals submitted to the Town become the property of the Town and as such, are subject to the *Municipal Freedom of Information and Protection of Privacy Act*. Proponents may mark any part of their submission as confidential except for the total proposal price and the Proponent's name. The Town will use its best efforts not to disclose any information so marked, but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner, or otherwise, as required by law. Upon award, the Town may release the name of the Proponent whose Proposal has been accepted by Council and with whom the Town will be entering into an agreement, the name and telephone number of the contact person and the total proposal price.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

**Town Clerk, Town of South Bruce Peninsula
315 George St, PO Box 310
Warton, ON N0H 2T0**

1.26 Conflict of Interest

In addition to complying with the conflict of interest provisions, each Proponent must declare in its proposal any conflict of interest (actual or potential) which exists now or may exist in the future in respect of its participation in this RFP process, the submission of its proposal, and, if selected, the performance of its responsibilities as the Consultant. The Town will determine, in its sole discretion, whether any situation constitutes or may constitute a real or potential conflict of interest and reserves the right, in its sole discretion, to disqualify any Proponent.

Proponents must describe in their proposal, their process for identifying, disclosing, reporting and dealing with conflicts of interest that may arise in the future.

1.27 Confidentiality

Proponents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to, or acquired by, the Proponent or disclosed by the Town.

Section 2 – Background and Technical Requirements

2.1 Background Information

In 1999, the Town of South Bruce Peninsula was formed through the amalgamation of the former Townships of Albemarle, Amabel, the Village of Hepworth and the Town of Wiarton. The amalgamated Town has an approximate population of 8,400 and is serviced by 430 centerline kilometers of municipally-owned roads.

The Town's road network services urban, semi-urban and rural residential development with full time and seasonal residents. The main industrial business within the Town are quarry operations and agriculture. Additionally, the Town is a very active tourism destination.

The road sections are classified into three surface types including approximately 204 km of gravel, 180 km of low class bituminous (surface treatment) and 32 km high class bituminous (asphalt).

The Town possesses approximately 21 km of sidewalk. The majority of the sidewalk is located within the urban boundary of the community of Wiarton, however there are sidewalks also in Sauble Beach, Hepworth, Allenford, and Colpoy's Bay. The Town is responsible for the sidewalks adjacent to Bruce County and Provincial roadways. The existing sidewalk inventory varies in age, width, material, and type. Portions of the sidewalk network are not barrier-free, either due to the design standard of the time or due to defects.

As a component of the study, the Town is seeking to improve and expand the quality and completeness of data captured in both the roads inventory and the sidewalk inventory, with the aim of using the information for asset management purposes.

2.2 General Information

The Town is requesting written proposals from engineering consultants to prepare a comprehensive Roads Needs Study and Sidewalk Condition Inventory. The study shall provide the Town with up-to-date condition assessment of all its rural and urban roads for the purpose of annual maintenance, and short and long-term capital planning.

Berford Street (Highway 6) in Wiarton shall be included as part of the assessment however all other Provincial, County and Private roads will be excluded from the study. The Town's most recent Roads Needs Study was completed by MMM Group Limited in 2014 which included updated road inventory section identification numbers, classification, existing conditions, recommended improvements, improvement costing, average annual daily traffic counts, etc. The 2005 and 2014 Needs Studies are available on the Town's website at <https://www.southbrucepeninsula.com/en/townhall/RoadandBridgeMaintenance.asp>

The Town's most recent Asset Management Plan was completed by Public Sector Digest Inc. in 2016. It is available on the Town's website at [https://www.southbrucepeninsula.com/en/townhall/resources/Public Works Recreation/Asset-Management-Plan-2016.pdf](https://www.southbrucepeninsula.com/en/townhall/resources/Public%20Works%20Recreation/Asset-Management-Plan-2016.pdf).

The Town is also in the process of updating the Asset Management Plan (RFP-19-03 Municipal Asset Management Plan and Strategy); as a component of the update, the Asset Management Plan consultant will incorporate the results and recommendations of the Roads Needs Study and Sidewalk Condition Assessment.

The Town has an existing sidewalk inventory from 2005; an updated and comprehensive inventory is required, that also documents asset condition ratings and makes recommendations for improvements to meet current barrier-free targets.

The Town's bridges, culverts and street lights inspections/studies have been conducted separately and will therefore not be part of this Study.

2.3 Scope of Work

Task 1 – Roads Needs Study

To prepare the Roads Needs Study, the Consultant shall be prepared to undertake the following:

- a) Review the background and historical information provided by the Municipality;
- b) Consider abutting land uses (residential, commercial, agriculture, recreation);
- c) Consider the overall volume and type of traffic using the roads (passenger vehicles, transport delivery trucks, agriculture);
- d) Consider the connectivity function the road serves within the municipal borders to adjoining upper-tier road networks and neighbouring municipalities;
- e) Compatibility of road section for possible Provincial and County road detours;
- f) Update road section ID numbers where applicable;
- g) Speed limit, whether speed limit is posted or deemed to be the speed limit as prescribed in the Highway Traffic Act;
- h) Note specific areas of concern with respect to the safety of vehicular traffic including: geometry of the road related to its vertical profile and horizontal curves, pedestrians using the road in the absence of sidewalks, roadside drainage, flooding and spring thaw conditions;

- i) The Consultant shall include the following five (5) meetings during the course of the Project:
 - ◆ A Project Start Up meeting with Town Staff;
 - ◆ Two (2) Project Technical/Update meetings, one with Town Staff when historical background information, visual roads inspections, and spring traffic counts have been completed, and the second when the summer traffic counts have been completed and the study is approximately 60% complete;
 - ◆ A Project Technical/Update meeting with Staff when the fall traffic counts are complete and the draft Roads Needs Study is 90% complete; and
 - ◆ Attend meeting to present the Roads Needs Study to Council; and
- j) Following the presentation of the Roads Needs Study to Council, the Consultant shall incorporate the changes Council may direct by resolution.

Included in the Roads Needs Study, the Consultant shall provide at a minimum, but not limited to the following:

- a) The report format, data collection, and road ratings shall be generally in accordance with the Ministry of Transportation (MTO) Inventory Manual for Municipal Roads, 1991;
- b) Make recommendations where a more detailed road base investigation should be completed before any major road improvement is undertaken;
- c) Complete time and priority rating for recommended road reconstruction/improvements;
- d) Include reconstruction/improvement costs including engineering;
- e) Update Road Section ID numbers where they are missing or incomplete;
- f) In order to receive accurate data, Consultants shall outline within their proposal data collection locations to complete and update existing Annual Average Daily Traffic (AADT). Data collection shall be conducted within three (3) separate periods of this study, late winter/early spring, mid-summer, and early fall. Additionally, road sections that receive increased volume on weekends will need to be captured through each period. Data collection devices shall be in place for a minimum of seventy-two (72) hours. Proponents should consider the value of data collected by including within their proposal traffic direction, speed and vehicle size. Costs associated with the AADT data collection shall be included within the overall cost under Task 1;
- g) Complete a visual review of all the Town's roads during the 2019 spring thaw/breakup noting specific areas of concern (broken/cracked asphalt, frost boils, wheel rutting, road drainage etc.); and
- h) The study data shall be compatible with the Town's asset management software, CityWide (PSD Research) to the extent that the spreadsheet data can be easily imported into the CityWide database.

Task 2 – Sidewalk Condition Assessment

In addition to the Road Needs, the consultant shall compile a comprehensive inventory of all sidewalk segments within the Town. The inventory shall use an established

condition rating system and document defects and improvements required to meet connectivity and barrier-free requirements.

To prepare the Sidewalk Condition Assessment, the Consultant shall be prepared to undertake the following:

- a) Review the background and historical information provided by the Municipality;
- b) Consider abutting land uses (residential, commercial, agriculture, recreation);
- c) Consider the overall volume and type of pedestrian traffic using the sidewalk network and the vehicular traffic using the adjacent roads;
- d) Consider the criticality and connectivity function the sidewalk serves, including use by pedestrians for commuter, recreation and amenity functions, vulnerable road users, pedestrian network on upper-tier and Provincial roadways, and connectivity to bordering municipalities;
- e) Create/Update sidewalk section ID numbers;
- f) Note specific areas of concern with respect to safety such as potential conflicts between pedestrian and vehicular traffic;
- g) Meetings for the Sidewalk Condition Assessment shall be conducted in concert with those described under the Road Needs component; and
- h) Following the presentation of the Study to Council, the Consultant shall incorporate the changes Council may direct by resolution.

Like the Road Needs component, the Sidewalk Condition Assessment shall include but not be limited to:

- a) The report format, data collection, and condition ratings shall meet OPSS Design and Accessibility Standards;
- b) Complete time and priority rating for recommended repairs / replacements / upgrades;
- c) Provide construction / repair costs including engineering;
- d) Create/Update Sidewalk Section ID numbers where they are missing or incomplete; and
- e) The study data shall be compatible with the Town's asset management software, CityWide (PSD Research) to the extent that the spreadsheet data can be easily imported into the CityWide database.

2.4 Information Provided by the Town

The Town will provide the following information to the Consultant who has been awarded the Project. The Consultant who is awarded the Project may request additional information he/she believes is/may be relevant to the task. The Town will use its best efforts to provide the information the Consultant has requested, but does not guarantee the information will be available.

The information to be provided includes the following:

- a) Any additional data/records staff have collected in relation to road deficiencies and influences respective to weather events.

2.5 Plan Documents

All documents shall be supplied in an accessible format that meets the requirements of the *Accessibility for Ontarians with Disabilities Act*.

2.6 Deliverables

The following is a list of the materials the Consultant will submit to the Municipality when the Project is complete:

- a) Two (2) hard paper copies of the final Roads Needs Study and Sidewalk Condition Assessment Report (“Study Report”);
- b) An electronic copy of the final Study Report and all other supplementary information; and
- c) Electronic copies of all data tables in a format that allows the Town to manipulate/correlate the data as it may choose to do.

The Consultant is advised that all the deliverables provided pursuant to the completion of this Project will become the property of the Town, and as such, the Town reserves the right to make additional copies of the material and distribute it as the Town sees fit, and/or manipulate or reorganize the data in the tables, all in its sole discretion.

The Town will act reasonably when it distributes or otherwise uses the information in the Roads Needs Study. The Consultant shall be aware of this ownership condition of the Needs Study but may include a disclaimer with respect to its responsibility should the above occur.

2.7 Milestone Timelines

Milestone	Completion Date
RFP Issued	February 19, 2019
Deadline for Questions	February 28, 2019
Addenda Issued (if necessary)	March 5, 2019
RFP Closing	March 15, 2019
Proposal Evaluation and Contract Award (Staff report to Council)	April 2, 2019
Start Up Meeting	Week of April 8, 2019
90% Project Completion	Week of September 16, 2019
Presentation of Roads Needs Study to Council	October 15, 2019

Section 3 – Submission and Evaluation of Proposals and Consultant Selection Process

3.1 Proposal Submission Format

Proposals should include, but not necessarily be limited to, the following components:

- a) A Title Page showing the Proponent, contact information and key personnel;
- b) A one page letter of introduction, introducing the Proponent's company, and setting out its history and expertise;
- c) Sections on methodology and the proposed work plan the Proponent proposes to complete the Project; and
- d) Pricing for all of the above to be included in envelope two, the **Pricing Proposal** envelope.

Refer to **Section 4** of the RFP for details on submitting a proposal. The 'two envelope' system will be used.

3.2 Number of Copies of Proposal to be Submitted

- a) Two (2) hard copies and one (1) soft copy (CD or USB flash drive) of the technical portion of the proposal to be submitted in one sealed envelope;
- b) One (1) hard copy and one (1) soft copy (CD or USB flash drive) of the pricing portion of the proposal to be submitted in one sealed envelope;
- c) More specifically, the technical portion of the proposal must not be on the electronic copy of the fee portion of the proposal, nor shall the fee portion of the proposal be on the electronic copy of the technical portion of the proposal; and
- d) One hard copy and one soft copy of the various forms included in Section 4 of this RFP, with each being put into the appropriate envelope or copied onto the appropriate CD or USB flash drive.

3.3 Details to be Included in Proposal

At a minimum, the proposals should include:

Envelope One

- a) sufficient information to demonstrate the Proponent's appreciation of the scope of work for this Project;
- b) the proposed methodology and approach to the various tasks considered essential by the Proponent, and referenced in this RFP;
- c) an explanation of how each of the work components will be undertaken and the length of time required to complete each component;
- d) the curriculum vitae of the senior and/or management staff to be assigned to this Project;
- e) list of previous projects and client/references; and
- f) a schedule for the completion of the work, summarized in a Gantt chart.

Envelope Two

- g) the total cost for the work, indicating all taxes that may be applicable separately, but excluding HST;
- h) an indication of costs, fees, expenses and parameters that are NOT included in the proposal, if any; and
- i) a schedule of fees detailing the estimated costs for each of the activities needed to complete each phase of the process inclusive of disbursements and applicable taxes but excluding HST.

The technical part of the Proposal should be a maximum of 25 pages, inclusive of all information indicated. There is no limit on the size of the fee portion of the Proposal, but it shall be organized to show all of the information requested above.

3.4 Selection Process and Evaluation Criteria

Proposals will be assessed on the basis of information provided by the Proponent at the time of submission. The evaluation of Proposals will be conducted by an evaluation team comprised of staff of the Municipality.

While specific evaluation criteria follow, overall, the evaluation team expects that each Proposal will demonstrate the Proponent has a thorough understanding of the scope of work, and be organized so as to follow the Evaluation Criteria 1 through 4 below.

Proposals will be evaluated against the following criteria. The Municipality reserves the right to shortlist firms for further evaluation through an interview process which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

	Evaluation Criteria	Weight Factor
1	<p>Qualifications and Experience Experience and credentials of firm Experience and qualifications of personnel assigned to the Project Experience relating to similar projects Overall local experience Proponents staff and office geographic proximity to the Town of South Bruce Peninsula Experience working with other municipal governments in Ontario and a demonstrated ability to conduct research, facilitate studies of this nature and write reports and deliver the Project requirements on time and on budget. (Three references to be provided on form described below.)</p>	35
2	<p>Methodology A description of Project approach, including value added services</p>	30

3	<p>Work Plan A detailed work plan that includes a schedule in the form of a Gantt chart and the Proponent's process for monitoring and maintaining that schedule.</p>	20
4	<p>Price Overall submitted price for work described in this RFP and the preparation of the final Roads Needs Study, including the Proponent's process for monitoring expenditures so the Project remains on budget. The proposal with the lowest price will be given 15 points. The points to be assigned for the price component of the other proposals will be calculated using the following formula: $\text{Lowest price} / \text{submitted price} \times \text{points available (15)} \text{ rounded to one decimal point.}$</p>	15
Total		100

The Town reserves the right to reject any or all proposals, including, among other things the right to reject a proposal where the Town has determined, acting reasonably, that the price submitted is too low to ensure the quality of the work done and the deliverables will meet the Municipality's expectations. The Municipality also reserves the right to not proceed with the Project without stating reason(s) for doing so.

Notwithstanding the above, the evaluation team may consider any other relevant information provided by the Proponent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract, nor shall it put any obligation on the Town to enter into further discussions with any of the other Proponents.

Evaluation of the firm's credentials and the experience of the Project Manager and Project support staff will include an assessment of the firm's overall ability to provide multi-disciplinary capabilities and resources to this Project and the Project Manager's past experience on similar projects.

The assessment of past project experience will include an evaluation of the Consultant's success with previous work of this nature. Proponents shall include in their proposal a minimum of three project references demonstrating this attribute, preferably with projects of a similar magnitude and design to that covered by this RFP. The names and contact information for the municipal staff that managed those projects, or were familiar with the project, shall also be provided. The Town, reserves the right to, and anticipates it will call these references and discuss their experience with the Proponent.

Award of the Project will be subject to Council approval. It is intended that the Project be awarded to the Proponent who, in the sole judgment of the Town, provides the best overall value for the work to be done while meeting all the requirements of the RFP. The Town will not be obligated to select the lowest cost or any proposal.

Section Four – Proposal Submission Forms

4.1 General

Proposals shall be submitted using a “two (2)-envelope” system. Two (2) hard copies and one soft copy (CD or USB flash drive) of the technical portion of the proposal shall be submitted in one sealed envelope labelled

“Technical Proposal Task 1”

“Technical Proposal Task 2”

One hard copy and one soft copy (CD or USB flash drive) of the pricing proposal shall be submitted in a separate sealed envelope labelled

“Pricing Proposal Task 1”

“Pricing Proposal Task 2”

Both envelopes shall be placed in one sealed envelope labelled **Proposal Submission**.

The following section identifies the various forms to be submitted with the proposal.

4.2 Technical Proposal Form

Three copies of the following **Technical Proposal Form** shall be completed and submitted with the Proponent’s proposal inside the “Technical Proposal” envelope. This form shall be included on the soft copy of the technical proposal that is to be submitted, but not on the soft copy of the pricing proposal.

Technical Proposal Form

For the Provision of: **Task 1 – Roads Needs Study**
 Task 2 – Sidewalk Condition Assessment

Submitted by:

Firm Name

Address

Postal Code

Hereinafter Called the Proponent

To: Town of South Bruce Peninsula
 PO Box 310, 315 George St.
 Warton, ON N0H 2T0

Hereinafter Called the Corporation

The Proponent declares that:

1. No person(s), firm or corporation, other than the Proponent, has any personal interest in this Proposal or in the award for which this Proposal is made;
2. No officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom;
3. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a bid for the same and is in all respects without collusion or fraud; and
4. By signing this submission, I confirm I have read and understood the content and requirements of this proposal document;

Acknowledgement to receipt of Addenda

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in such addenda;

Addendum #

Date Received

_____ **Check here if no Addenda received**

Lowest or Any Bid Not Necessarily Accepted

Date _____, 2019

Signature of Proponent

Signature of Witness

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board of _____, to sign on behalf of the above named.
(Name of Firm)

4.3 Pricing Proposal Form

One hard copy of the following **Pricing Proposal Form** shall be completed and submitted with the Proponent's proposal inside the "**Pricing Proposal**" envelope.

This form shall be included on the soft copy of the pricing proposal that is to be submitted, but not on the soft copy of the technical proposal.

Pricing Proposal Form

The price bid shall include for all professional fees, meetings, sub-consultant's charges, if any, and for all disbursements for mileage, meals, printing, equipment rental rates, associated office disbursements and any other activity relating to the completion of the Project. **The lump sum fee submitted shall not be exceeded without the prior written authorization of the Town.**

Description	Fee (Excluding HST)
Task 1 – Roads Needs Study Lump Sum Fee	\$
Task 2 – Sidewalk Condition Assessment Lump Sum Fee	\$
Total	\$

Proponent: _____ Date _____

Signature: _____

4.4 Proposal Submission and Submission Label

The following Proposal Submission Label shall be completed and attached to the one envelope in which both the Technical and Pricing envelopes are enclosed.

All proposals must be delivered to the Municipality's office. Mailed, faxed, or electronically submitted proposals will not be accepted.

Upon receipt of the proposal, the Finance Department will note the date and time the proposal was received on the front of the envelope in which the proposal is delivered.

Proposal Submission Label

Proposal For: Roads Needs Study and Sidewalk Condition Assessment

RFP Number: RFP 19-07

Closing Date and Time: March 15, 2019 at 3:00 pm Local Time

Company Name: _____

Contact Person: _____

Phone: _____

Deliver to:

Town of South Bruce Peninsula
PO Box 310, 315 George St
Warton, ON. N0H 2T0

4.5 Proponent Information Form

The following Proponent Information Form shall be completed and included with the proposal. One copy of the Proponent Information Form shall be included in each of the Technical Proposal and Pricing Proposal envelopes and on the soft copy of each of the Technical Proposal and Pricing Proposal.

1	Proponent's Contact Individual	
2	Mailing Address	
3	Office Phone Number	
4	Toll Free Phone Number	
5	Mobile Phone Number	
6	E-mail Address	
7	Website	
8	WSIB Account #	
9	HST Account #	

Proponent: _____

Signature: _____ Date _____

4.6 Proponent's Ability and Experience Form

The following Proponent's Ability and Experience Form shall be completed and included with the proposal. Three copies of the Proponent's Ability and Experience Form shall be included in the Technical Proposal envelope.

A copy of the Proponent's Ability and Experience Form shall also be included on the soft copy of the Technical Proposal.

Proponent's Ability and Experience Form

Proponents shall provide information below on previous, similar projects that have been successfully undertaken by the Proponent's firm in the past three (3) years.

Contract/Project #1	Insert Information
Name of reference municipality	
Name of Contact and Telephone number	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

Contract/Project #2	Insert Information
Name of reference municipality	
Name of Contact and Telephone number	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

Contract/Project #3	Insert Information
Name of reference municipality	
Name of Contact and Telephone number	
Total Value (annual)	
Description of Work	
Additional Comments (optional)	

Proponent: _____

Signature: _____ Date _____