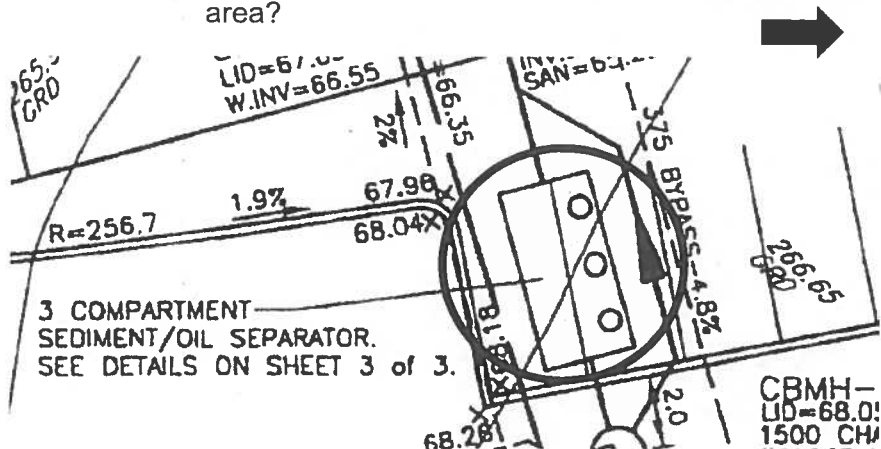


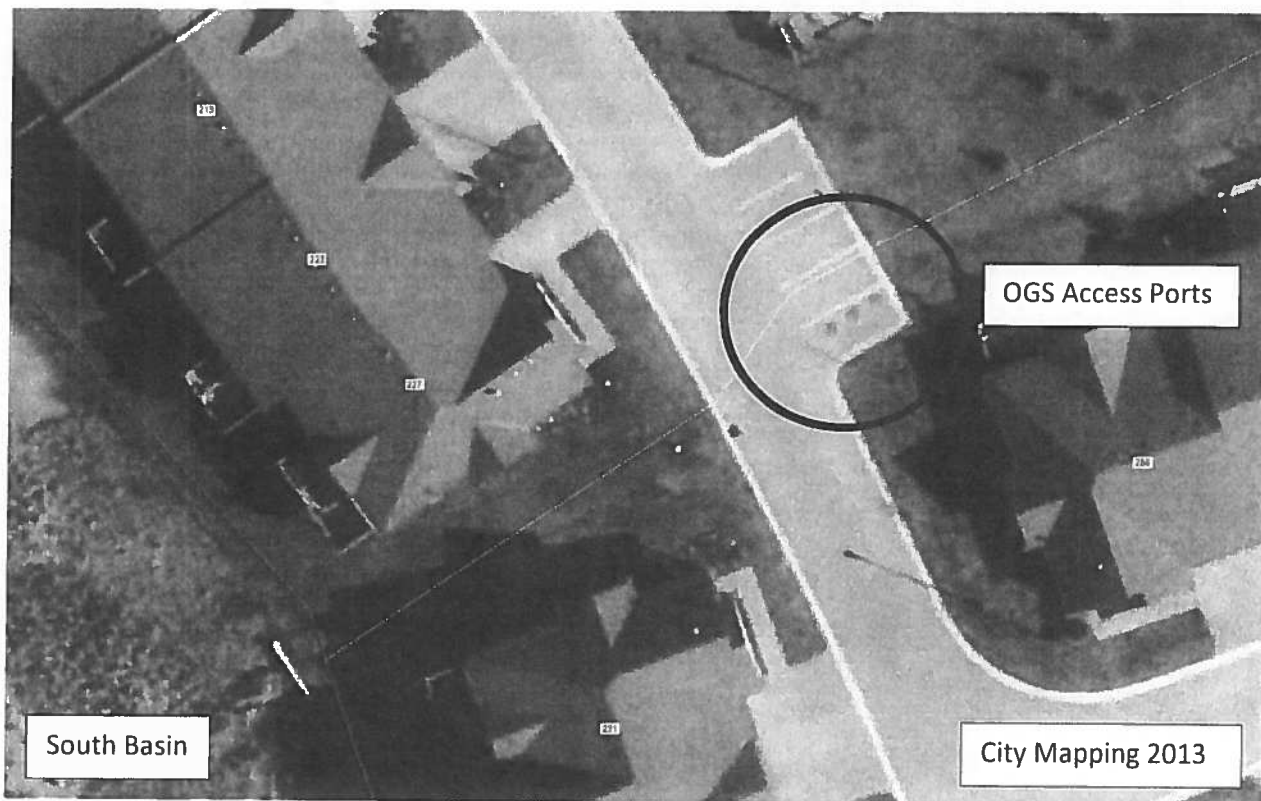
1

**Sifton Bog May 29, 2014 Site Walk Through Requested Information**

Question: Has the oil-grit separator (OGS) been installed in the medium density residential area?



Answer: The OGS is installed as verified from City aerial photo. The OGS maintenance access ports are visible in the aerial photo within the parking space.



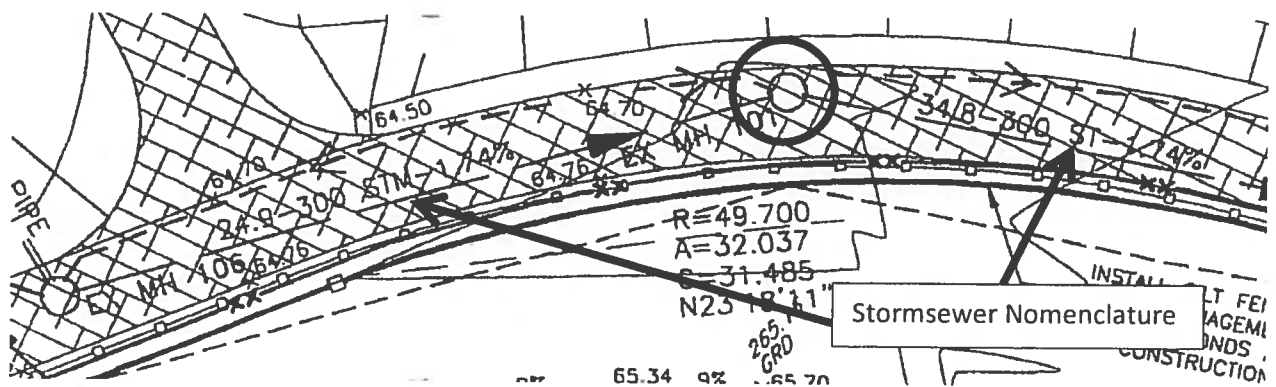
①

**Sifton Bog May 29, 2014 Site Walk Through Requested Information**

Question: What service are the manholes located in the pathway associated with and why are they bolted shut?



Answer: The manholes in the pathway are part of the conveyance system for treated stormwater from the facility sub drain systems to the headwall outlet located at the outlet channel. The manholes are bolted shut likely due to safety concerns and to reduce the likelihood of tampering/vandalism.



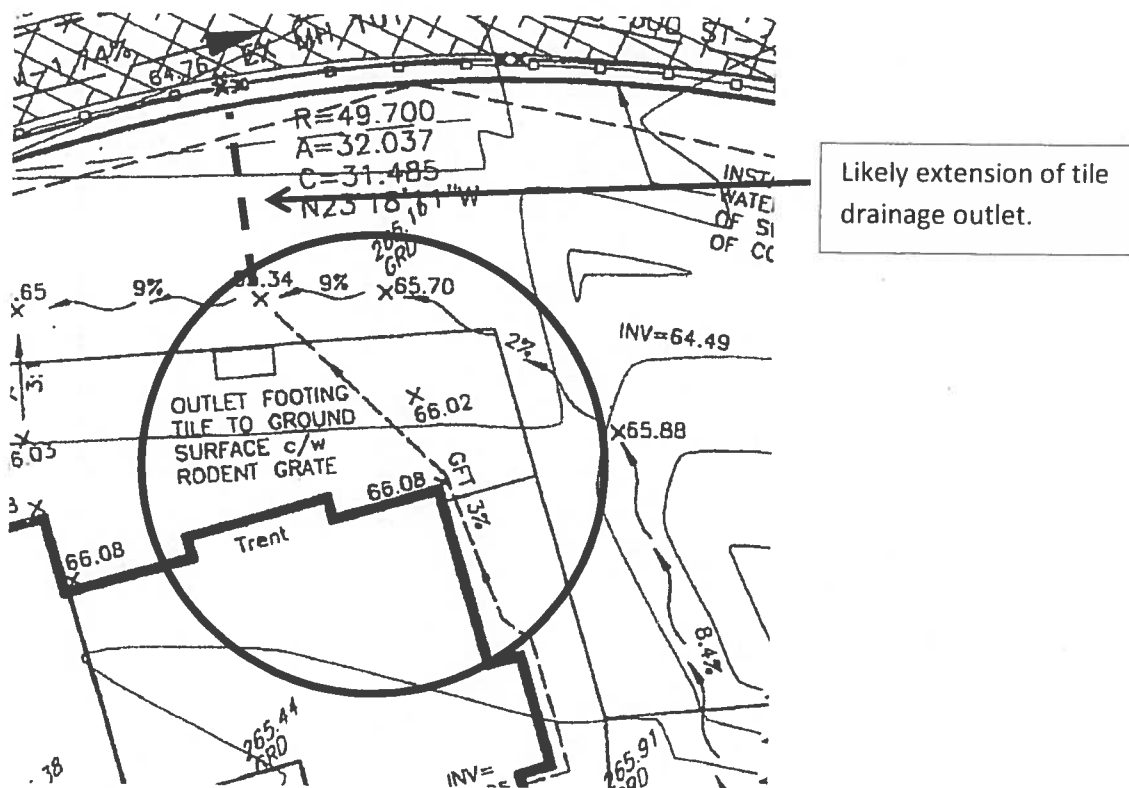
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**Sifton Bog May 29, 2014 Site Walk Through Requested Information**

Question: What is the origin of the water seeping onto the pathway? What is the black grate located in the grass adjacent to the fence where the water is originating from?



Answer: The black grate is a rodent grate which protects a drainage outlet for the footing tiles from the adjacent residential building. The observed water is groundwater from the footing tile at the adjacent residential building. The tile was likely extended towards the fence line recently as evidenced by the disturbed soil.



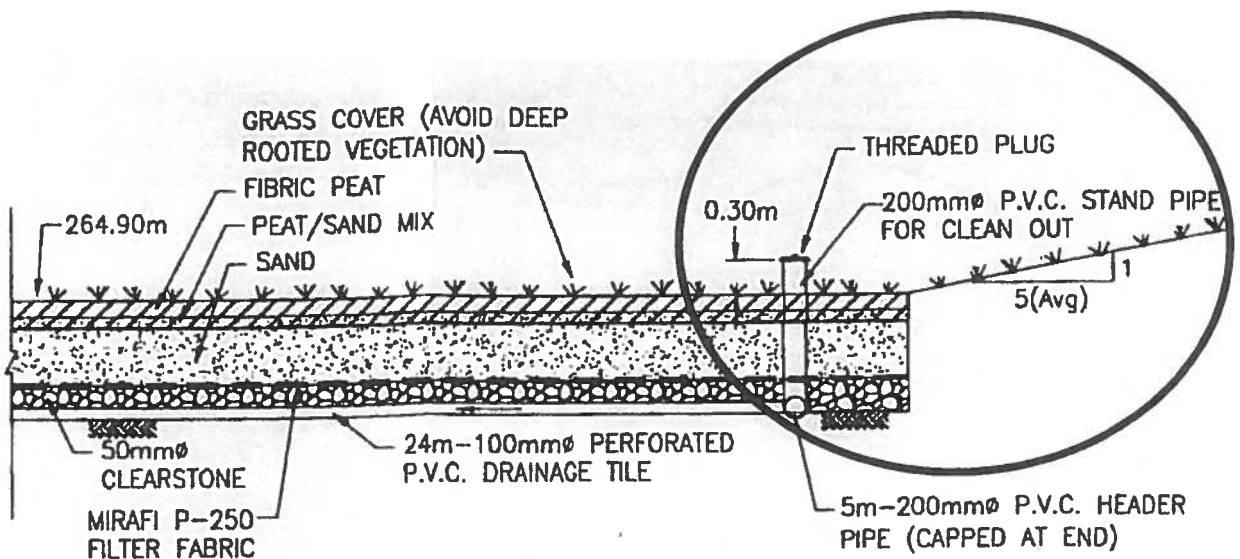
①

Sifton Bog May 29, 2014 Site Walk Through Requested Information

Question: What is the purpose of the exposed pipe ends within the facilities?



Answer: The exposed pipe ends are clean out connections which assist in the maintenance of the facilities. The connections are used to backwash the sub drain and filter median.



N.T.S.

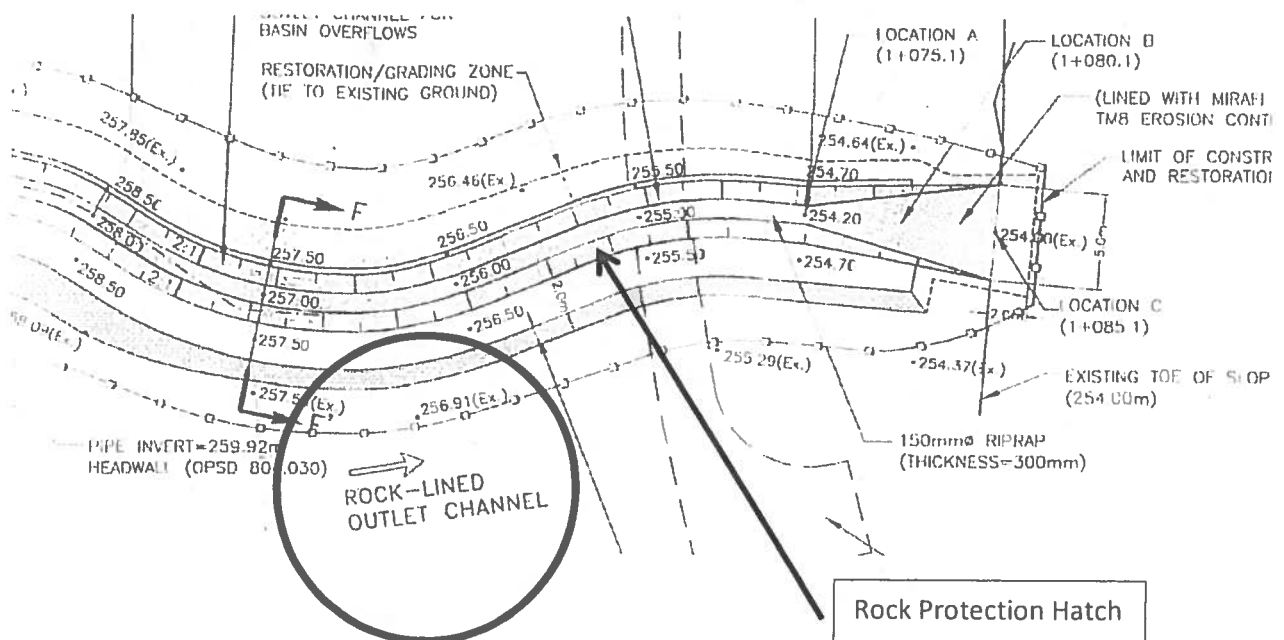
1

### Sifton Bog May 29, 2014 Site Walk Through Requested Information

Question: Is the rock protection in the outlet channel original? Is it part of the approved design? Was it installed post construction?



Answer: Yes the rock protection is original and is part of the approved design and original construction. Rock protection is needed to prevent erosion given the steep gradient of the channel.



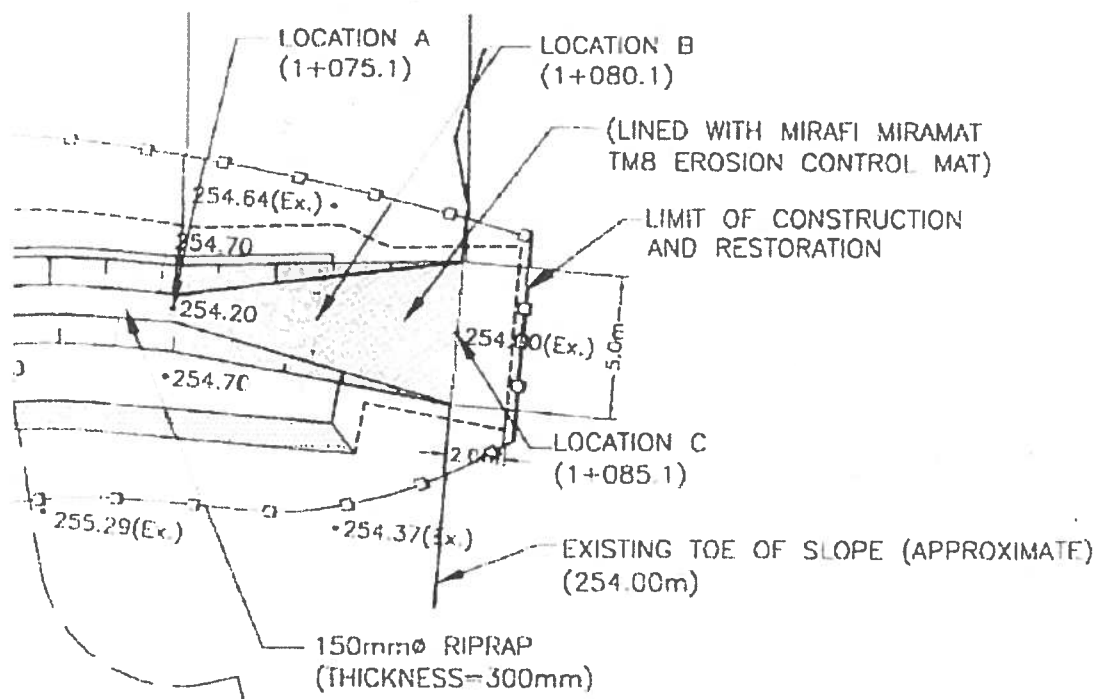
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**Sifton Bog May 29, 2014 Site Walk Through Requested Information**

Question: What is the installed energy dissipation system at the downstream extent of the outlet channel prior to discharge to the Sifton Bog? Why is there no pool present?



Answer: A flared outlet was decided on as an alternative means of energy dissipation. The rationale for the flared outlet was that it would achieve the same level of performance, would require less intrusion/excavation and will be more "natural" in the long term.



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**Sifton Bog May 29, 2014 Site Walk Through Requested Information**

Question: What is the return storm period that triggers the channel outlet system from the facilities?



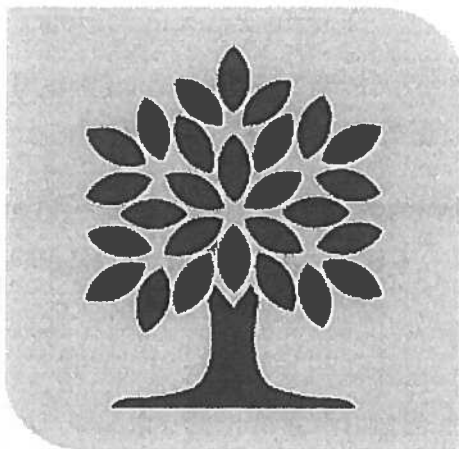
Answer: A return period between the 5-year and 10-year will trigger the outlet of flow from the facilities through the channel system. Facility ponding depth is 0.90 m before outlet occurs via the channel system.

**Table 3  
Summary of Basin Performance**

Return Period (year)		Design Storm								
		2	--	5	10	25	50	100	250	
Rainfall Depth (mm)		33	40	45	53	63	70	77	89	
Basin 1	Inflow (m <sup>3</sup> /s)	0.13	0.17	0.19	0.23	0.29	0.33	0.37	0.44	
	Outflow (m <sup>3</sup> /s)	Subdrain	0.003	0.003	0.003	0.003	0.003	0.003	0.003	0.003
		Overflow				0.010	0.047	0.079	0.13	0.21
	Total	0.003	0.003	0.003	0.013	0.050	0.082	0.13	0.21	
Maximum Storage Used (m <sup>3</sup> )		208	276	321	374	395	413	429	450	
Maximum Depth (m)		0.62	0.75	0.83	0.91	0.94	0.97	0.99	1.02	
Basin 2 <sup>(a)</sup>	Inflow (m <sup>3</sup> /s)	0.57	0.74	0.85	1.04	1.29	1.49	1.69	2.05	
	Outflow (m <sup>3</sup> /s)	Subdrain	0.007	0.007	0.007	0.007	0.007	0.007	0.007	0.007
		Overflow			0.032	0.10	0.27	0.41	0.60	0.94
	Total	0.007	0.007	0.039	0.11	0.28	0.42	0.60	0.95	
Maximum Storage Used (m <sup>3</sup> )		986	1,280	1,390	1,483	1,607	1,692	1,768	1,902	
Maximum Depth (m)		0.72	0.87	0.92	0.96	1.01	1.05	1.08	1.14	
Total outflow to Bog (m <sup>3</sup> /s)	Subdrain	0.010	0.010	0.010	0.010	0.010	0.010	0.010	0.010	
	Swale <sup>(b)</sup>	0.012	0.019	0.034	0.11	0.33	0.52	0.76	1.22	
	Total	0.023	0.029	0.044	0.12	0.34	0.53	0.77	1.23	

Modeled with bypass chamber valve activated to direct additional flow to basin 2.

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**London**  
C A N A D A

**THE CORPORATION OF  
THE CITY OF LONDON**

**REQUEST FOR PROPOSAL 14-XX  
CONSULTANT SERVICES FOR THE SIFTON BOG  
SURFACE WATER MONITORING PROGRAM - DRAFT**

PROPOSALS MUST BE RECEIVED BY PURCHASING AND SUPPLY IN A SEALED ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE PROPONENT, TITLE OF FILE AND FILE NUMBER. COMPLETED PROPOSALS CAN BE **MAILED** TO PURCHASING AND SUPPLY, P.O. BOX 5035, LONDON, ONTARIO N6A 4L9 OR **HAND DELIVERED** (IN PERSON OR BY COURIER) TO PURCHASING & SUPPLY, 267 DUNDAS STREET, 4<sup>TH</sup> FLOOR. LONDON, ONTARIO N6A 1H2. PROPONENTS ARE SOLELY RESPONSIBLE FOR ENSURING PROPOSALS ARE RECEIVED BY PURCHASING & SUPPLY PRIOR TO THE CLOSING DATE AND TIME. FAILURE TO SUBMIT THE PROPOSAL AS REQUESTED WILL RESULT IN THE PROPOSAL BEING REJECTED.

REQUEST FOR PROPOSAL DOCUMENTS ARE AVAILABLE FOR DOWNLOAD FROM BIDDINGO ([WWW.BIDDINGO.COM](http://WWW.BIDDINGO.COM)) OR PICK-UP AT THE CITY OF LONDON'S PURCHASING AND SUPPLY OFFICE. ONLY PROPOSAL SUBMISSIONS RECEIVED FROM PROPONENTS WHO HAVE OBTAINED THE DOCUMENTS DIRECTLY FROM BIDDINGO OR THE CITY OF LONDON'S PURCHASING AND SUPPLY OFFICE WILL BE CONSIDERED FOR THIS REQUEST FOR PROPOSAL. PROPONENTS WHO HAVE NOT OBTAINED THEIR REQUEST FOR PROPOSAL DOCUMENTS THROUGH EITHER OF THESE TWO ACCEPTABLE METHODS SHALL HAVE THEIR BID PROPOSAL SUBMISSION REJECTED.



1



## THE CORPORATION OF THE CITY OF LONDON

Purchasing and Supply  
P.O. Box 5035  
London, Ontario N6A 4L9  
[www.london.ca](http://www.london.ca)

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### PROPOSAL CHECKLIST

1. Have you complied with the "Submission Instructions", Section 5.0? \_\_\_\_\_
2. Have you complied with the "Mandatory Requirements", Section 9.4? \_\_\_\_\_
3. Have you acknowledged the number of addenda issued in the appropriate space provided in section 11.7 of the Form of Proposal? \_\_\_\_\_  
**FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR PROPOSAL SUBMISSION BEING REJECTED.**
4. Have you purchased the Bid Documents at the City of London's Purchasing and Supply Office (hard copy) or from Biddingo @ [www.Biddingo.com](http://www.Biddingo.com) (electronic copy)? \_\_\_\_\_
5. Form of Proposal – Original Signature in Ink, Section 11.0? \_\_\_\_\_  
**FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.**
6. Have you included the USB flash drive, CD or DVD? \_\_\_\_\_

### DOCUMENT FEES

**Original Hard Copy – Cost is \$50.00 – Cheque made payable to the "City Treasurer".**

- i) upon request, the City will mail out a hard copy of the original document, including drawings (if applicable); and
- ii) notify proponent who was awarded the contract.

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**PROPOSERS PLEASE READ  
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR PROPOSERS**

**1. DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW**

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context;  
Proponent: a person, corporation or other entity that responds, or intends to respond to a request for bids; Successful Proponent: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids.

**2. WARRANTIES FOR USAGE**

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Proponent's information ONLY and will be used for tabulation and presentation of bid prices and the City reserves the right to increase or decrease quantities as required.

**3. BRAND NAMES**

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Proponent's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

**4. SAMPLES AND DEMONSTRATIONS**

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Proponent's expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Purchasing & Supply, 267 Dundas Street, 4<sup>th</sup> floor, or P.O. Box 5035, London, Ontario N6A 4L9.

**5. QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

**6. ACCEPTANCE OF MATERIAL**

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

**7. VARIATIONS TO SPECIFICATIONS**

For purposes of evaluation, Proponents MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender / Quotation / Proposal, it will be assumed the product or service fully complies with the City's specifications, terms and conditions.

**8. DELIVERY**

Time will be of the essence for any orders placed as a result of this requests for bids. The City reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

**9. DEFAULT PROVISION**

In cases of default by the Successful Proponent, the City may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Proponent responsible for any excess costs occasioned or incurred thereby.

**10. COPYRIGHTS OR PATENT RIGHTS**

The Proponent warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

**11. SAFETY STANDARDS**

The Proponent warrants that the product supplied to the City conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

**12. MANUFACTURER'S CERTIFICATION**

The City reserves the right to request from the Proponent separate manufacturer's certification of all statements made in the bid document.

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**PROPOSERS PLEASE READ  
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR PROPOSERS**

**13. SIGNED BID TO BE CONSIDERED AN OFFER**

The submission of an originally signed bid document to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

- a) written acknowledgement of acceptance; and or
- b) the issuance of a "purchase order".

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Proponent. Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

**14. ORAL INSTRUCTIONS OR SUGGESTIONS**

The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Manager of Purchasing & Supply.

**15. DISCREPANCIES AND OMISSIONS**

Should the Proponent find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager - Purchasing & Supply who may, if necessary, issue Addenda through [www.biddingo.com](http://www.biddingo.com)

**16. SPECIFICATIONS**

No Successful Proponent is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

**17. RESERVATIONS FOR REJECTION AND AWARD**

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

**18. BID ATTACHMENTS**

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

**19. ADDITIONAL GENERAL CONDITIONS**

Instructions to Proposers and Information for Proposers dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

**20. SUCCESSORS AND ASSIGNS**

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

**21. SUB-CONTRACTS**

The Successful Proponent shall not, without the written consent of the City, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

**22. WARRANTY**

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, the Successful Proponent will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

**23. LAWS**

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.

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THE CORPORATION OF THE CITY OF LONDON



Request for Proposal 14-XX  
Consultant Services for the Sifton Bog  
Surface Water Monitoring Program - DRAFT

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**Request for Proposal 14-XX  
Consultant Services for the Sifton Bog  
Surface Water Monitoring Program - DRAFT**

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**Reference Documents**

Include but not limited to the following:

- Oxford Street Widening Drawings – Sanatorium Road to Hyde Park Road – Delcan, February 28, 2013;
- Oxford Street and Hyde Park Road Lands Draining to the Sifton Bog – Operations and Maintenance Manual – Revision 1, McCormick Rankin Corporation, December 1, 2003;
- Oxford Street and Hyde Park Road Lands Draining to the Sifton Bog – Stormwater Management Plan – Functional Design, McCormick Rankin Corporation, October 16, 2003;
- Environmental Impact Study – Oxford/Hyde Park Commercial Block Adjacent to Sifton Bog, BioLogic, April 2002;
- Proposed Stormwater Management Targets – Oxford/Hyde Park Lands – Final Report, BioLogic, February, 2002;
- Sifton Bog – Preliminary Report, UTRCA, June, 1992; and
- Sifton Bog – Water Chemistry Summary Report, UTRCA, 1992.

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**THE CORPORATION OF THE CITY OF LONDON**

Purchasing and Supply  
P.O. Box 5035  
London, Ontario N6A 4L9  
[www.london.ca](http://www.london.ca)

**Request for Proposal 14-XX  
Consultant Services for the Sifton Bog  
Surface Water Monitoring Program - DRAFT**

June 6, 2014

**1.0 PURPOSE**

The need for monitoring of the Sifton Bog has been identified to ensure that completed development and road works within the vicinity of the bog has not adversely affected the surface water contribution. Changes in catchment area, drainage configuration and land use can affect the surface water contribution by changing the volume/distribution of runoff, infiltration and evapotranspiration. The Sifton Bog surface water monitoring program shall determine what, if any adverse changes have occurred to the surface water and provide recommendations on how to mitigate those changes.

Monitoring of Sifton Bog Stormwater Management (SWM) Basin 1 & 2 (located at the southwest corner of the intersection of Oxford Road and Hyde Park Road) shall be integrated within the Sifton Bog surface water monitoring program. Both the SWM basin and Sifton Bog surface water monitoring programs are to complement each other and will utilize a majority of the same collected data. Both components of the overall monitoring program are to include water quality and quantity monitoring and is to characterize the surface water inflow, storage and drainage of the bog waters.

Both components of the monitoring program shall be carried out for a duration of 3 years. Possible extension to this duration is subject to the monitoring program results.

The work activities to be completed as part of this study are outlined in Section 8 of this document. The implementation of these activities must meet the City's requirements/expectations and Provincial Water Quality Standards (PWQS). A list of relevant studies and other reference materials that may be used as part of completing the study is included in Section 8 of this document.

**2.0 RFP SCHEDULE**

The following is a tentative schedule to assist interested Proponents with the anticipated schedule (dates and times) of significant events associated with this RFP process, in general. The City reserves the right to alter the schedule at its sole discretion.

Terms of Reference Distributed	.....day, ....., 2014
Information Meeting	.....day, ....., 2014 at ..... am
Deadline for Questions in Writing	.....day, ....., 2014
Answers to Questions	.....day, ....., 2014
Detailed Proposals to be Submitted	.....day, ....., 2014 at 2:00 pm
Review Committee Selection	Week of ....., 2014
Recommendation to CWC	.....day, ....., 2014
City Council Approval	.....day, ....., 2014

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### 3.0 INFORMATION FOR PROPONENTS

- a) A Proponent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that Proponent as it applies to this request for proposal.
- b) A Proponent may withdraw a submitted proposal at any time up to the official closing time by letter bearing a signature and/or seal as in the original proposal. Withdrawal requests received after the proposal closing time will not be permitted.
- c) In the event that only one (1) proposal is received at time of closing, the Manager of Purchasing and Supply or designate will either open the proposal or delay opening of the proposal for consultation with the respective Managing Director/ City Manager as to whether to open or reject the proposal. A rejected proposal will be returned unopened to the Proponent. A decision to re-propose will be made respectively by the Manager of Purchasing and Supply and the respective Managing Director/ City Manager.
- d) Proponents are to refer to the General Conditions, Instructions and Information for Proponents. Your proposal and any resultant purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the General Conditions, Instructions and Information to Proponents and the terms or conditions of this proposal, the terms and conditions of this proposal shall prevail.
- e) The City reserves the right to accept or reject any and all proposals. The City further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable Managing Director/ City Manager, unless otherwise stated.
- f) The acceptance and award of the proposal and execution of an agreement, contract or purchase order is subject to approval by City Council.
- g) All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.
- h) By submitting a bid, the Proponent acknowledges and accepts all terms and conditions in this bid solicitation document and all policies and procedures in the Procurement of Goods and Services Policy located on the City of London Purchasing and Supply Chain Website.

Procurement Policy

### 4.0 INFORMATION MEETING

An information meeting has been scheduled for .....day, ....., 2014 at ..... a.m. in the 9<sup>th</sup> floor board room, City Hall, 300 Dufferin Ave. London, Ontario.

No formal presentation by City staff is planned. The purpose of the meeting is to provide a question and answer period to address question/concerns related to this RFP for engineering services. Consultants should indicate in advanced if they will be attending by contacting Cindy Cleary at 519-661-4574.

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**5.0 SUBMISSION INSTRUCTIONS**

**5.1 Closing Date and Time**

Proponents will be selected using a Best Value Based Selection process utilizing a “two (2) envelope method”; procurement process in which submissions are received in two (2) separate envelopes (see Section 10.0, Evaluation Criteria and Selection Process).

- The first envelope consists of the technical proposal.
- The second envelope consists of the cost proposal information.

The complete Technical Proposal Submission and the complete Cost Proposal Submission (original and copies) must be in two (2) separate sealed envelopes clearly identified as **Request for Proposal 14-XX Consultant Services for the Sifton Bog Surface Water Monitoring Program**.

The complete submission package must be mailed to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or hand delivered (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4<sup>th</sup> Floor, London, Ontario N6A 1H2 and must be received before .....day, ....., 2014, **2:00 p.m. local time. Failure to submit the ‘Form of Proposal’ (Section 11.0) will result in your submission being rejected.**

Proponents are solely responsible for ensuring bids are received by Purchasing & Supply prior to the closing date and time.

**5.1.1 Technical Proposal**

Proponents are required to submit one (1) signed original, three (3) hard copies and an electronic copy on a USB flash drive of the technical proposal (i.e. 1 original signed, 1 USB flash drive and 3 hard copies). One Original Signed Form of Proposal (Section 11.0) must be included in this package.

**5.1.2 Cost Proposal**

Proponents are required to submit in a separate sealed envelope the Cost Proposal and a cost breakdown by major deliverables. The Consultant shall provide a cost estimate for all aspects in the work plan of the project and shall specifically identify any exclusions not included in the cost estimate provided. The Consultant shall also provide a financial breakdown showing time allocated for the Project Manager and each team member in **hours**. Hourly rates for key personnel and support team members shall be provided. These hourly rates shall be effective for the duration of the project.

**5.2 Late Submissions**

Proposals submissions received by Purchasing and Supply later than the specified closing time will be returned, unopened, to the Proponent.

**5.3 Period of Acceptance**

The proposal submission is to remain firm for acceptance for a period of one hundred and twenty (120) days from the date of closing.





**5.0 SUBMISSION INSTRUCTIONS...cont'd**

**5.4 Questions/Inquiries**

- a) Inquiries regarding this RFP are to be directed to City of London, Purchasing and Supply, Geoff Smith, CSCMP, Procurement Officer, by facsimile at (519) 661-5030 or e-mail to [purch@london.ca](mailto:purch@london.ca). Inquiries **must not** be directed to other City employees or Elected Officials. **Directing inquiries to other than Purchasing and Supply may result in your proposal submission being rejected.**
- b) All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. **Responses to clarification requests will be provided to all Proponents in writing in the form of an Addenda which will only be posted on Biddingo.com.**
- c) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this proposal. Amendments or changes to this proposal prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be distributed through Biddingo. It is the Proponent's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a bid in response to this proposal, the Proponent acknowledges and agrees that addenda shall only be posted on Biddingo.com and it is the sole responsibility of the Proponent to check this Web Site for said addenda. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR BID BEING REJECTED.**
- d) Each Proponent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, **prior to .....day, ....., 2014 at 2:00 p.m.**
- e) Where a request results in a change or a clarification to the RFP, the City will prepare and issue an Addendum to this RFP as stated in 5.4 c). **With the exception of an Addendum delaying the closing or cancelling of this RFP**, No Addendum will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the City of London for regular business hours. Proponents that have submitted proposal submissions prior to the date and time cut-off for Addenda issuance are solely responsible to monitor Biddingo.com for further Addendum and are therefore also solely responsible for submitting complete new proposal submissions acknowledging any said Addendum prior to the closing date and time of the RFP solicitation.

**5.5 Rights Reserved by the City**

- a) The City is not liable for any costs incurred by the Proponent in the preparation of their proposal submission to the RFP or selection interviews, if required. Furthermore, the City shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any proposal submission, or by reason of any delay in the award of the RFP.
- b) The lowest proposal submission will not necessarily be accepted. The City reserves the right to accept/reject any or all proposal submissions and/or reissue the RFP in its original or revised form.
- c) The City reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) The City reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.

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**5.0 SUBMISSION INSTRUCTIONS...cont'd**

**5.5 Rights Reserved by the City...cont'd**

- e) The City reserves the right to cancel this RFP at any time, without penalty or cost to the City. This RFP should not be considered a commitment by the City to enter into any contract.
- f) In the event of any disagreement between the City and the proponent regarding the interpretation of the provisions of the RFP, the Manager of Purchasing and Supply or an individual acting in that capacity, shall make the final determination as to interpretation.

**5.6 Access to Information**

- a) The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with Council Policy – The Procurement of Goods and Services Policy section 21.4.
- b) The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.

**5.7 Confidentiality**

Except as noted, communications between the Proponents and the City shall be treated as confidential during, as well as after, preparation and submission of the response to the RFP. In the event of any such breach of confidentiality by the Proponent, the City, at their sole and absolute discretion, may at any time reject any RFP submission by the Proponent without further consideration and terminate that Proponent's right to continue in the process.

It is a requirement of this RFP that all information provided to the City from potential Proponents in connection with or arising out of the RFP process shall become the property of the City.

Proponents must treat all information in a highly confidential manner and not use this information for any purpose other than for replying to this RFP. All information pertaining to recommendations and information collected and processed for the City are for the sole purpose of the City at their discretion.

Information communicated by the City to the Proponent, or by the Proponent to the City, in the course of responding to this RFP shall not be either divulged or issued by the Proponent on any other project unless prior approval, in writing, is obtained from the City. Furthermore, any information that is not common knowledge, and may therefore be considered confidential by the City, that is acquired in the course of responding to this RFP, shall not be used or divulged by the Proponent unless prior approval, in writing, is obtained from the City.

Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which:

- was at the time of disclosure, or thereafter became, part of a public domain; and/or
- is required to be disclosed by law or court order, where, in such cases, all reasonable attempts will be made to notify the City in advance of doing so.

All correspondence, documentation and information provided to the City by every Proponent in connection with, or arising out of the RFP, shall become the property of the City, and as a result, such submissions are subject to the MFIPPA request.

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**5.0 SUBMISSION INSTRUCTIONS...cont'd**

**5.8 Conflict of Interest**

Proponents are required to disclose to the Project Authority any potential conflict of interest. If a conflict of interest does exist, the City may, at their discretion, withhold consideration of the proposal submission until the matter is resolved to the satisfaction of the City.

If, during the RFP or negotiation steps of the process, a Proponent/Qualified Proponent is in conflict of interest or perceived conflict of interest, the Proponent shall so inform the City and if a significant conflict of interest is deemed to exist by the City, then the Proponent shall remove itself from the process, or take such steps as are necessary to remove the conflict of interest.

**5.9 Misleading Information**

The Proponent understands and agrees that if there is any evidence of misleading or false information having been given, the City, at their sole discretion, reject the proposal.

**6.0 REQUIREMENTS AT TIME OF EXECUTION**

Subject to an award of the contract, the successful Proponent is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

- Professional Liability Insurance Documents;
- Clearance Certificate from the Workplace Safety and Insurance Board; and
- Non-Disclosure Agreement.

If the successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City reserves the right to accept any other proposal submission, advertise for new proposals or carry out the work in any way as the City may, at its sole discretion, deem best.

**6.1 Professional Liability Insurance**

The successful Proponent shall carry Professional Liability Insurance covering the work and services described in this Agreement. The policy shall provide coverage for an amount not less than Two Million (\$2,000,000.00) dollars and shall continue for twelve (12) months following completion of work.

The consultant shall not commence work until satisfactory evidence of insurance has been filed with and approved by the City. Prior to the effective date of this Agreement and thereafter on renewal date of the insurance, the Consultant shall further provide that evidence of the continuation of said insurance is filed at each policy renewal date for the duration of the contract. The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonable require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.



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## **6.0 REQUIREMENTS AT TIME OF EXECUTION...cont'd**

### **6.2 Workplace Safety & Insurance Board**

- a) The successful proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The successful proponent further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) If the successful proponent is a non-construction\*, self-employed individual, partner or executive officer who does not pay WSIB premiums and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the City prior to commencement of work.

\*Construction refers to Class G – Construction of Schedule 1 (O. Reg. 175/98) and/or business activities included in Class G in the WSIB Employer Classification Manual. Review the revised regulation at the following link:

[Workplace Safety and Insurance Board](#)

Review Class G services at the following link:

[Class G Services](#)

### **6.3 Non-Disclosure Agreement**

The successful Proponent shall complete and submit to the City a Non-Disclosure Agreement (NDA), Form no. 1033.

## **7.0 TERMS AND CONDITIONS**

### **7.1 Assignment**

Following award of the contract, the successful Proponent shall not, without written consent of the Manager of Purchasing and Supply or designate make any assignment or any subcontract for the execution of any service or product hereby quoted on. The consent of the Manager of Purchasing and Supply or designate may be arbitrarily withheld.

### **7.2 Code of Conduct**

Please see the City of London Code of Conduct listed on the Tenders & RFP's webpage.

[Code of Conduct](#)

### **7.3 Designated Substances Including Asbestos Requirements**

Please see the Designated Substances including Asbestos – Standard Contract Clauses listed on the Tenders & RFP's webpage.

[Asbestos Requirements](#)



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**7.0 TERMS AND CONDITIONS...cont'd**

**7.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005**

The successful Proponent shall ensure that all its employees, agents, volunteers, or others for whom the successful Proponent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). The successful Proponent shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The successful Proponent shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the successful Proponent to amend its training policies to meet the requirements of the Act and the Regulation.

**7.5 Changes in Law**

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

**7.6 Exclusion of Proponent in Litigation**

- a) The City may, in its absolute discretion, reject a proposal submission submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:
- i. Any other contract or services; or
  - ii. Any matter arising from the City's exercise of its powers, duties, or functions.
- b) In determining whether or not to reject a proposal under this clause, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives, and whether the City's experience with the Proponent indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

**7.7 Exclusion of Proponent Due To Poor Performance**

- a) The Managing Director/ City Manager shall document evidence and advise Purchasing and Supply in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.



## **8.0 SCOPE OF WORK**

### **8.1 Sifton Bog Surface Water Monitoring Program**

The successful proponent shall develop and implement a comprehensive surface water monitoring program that will identify the surface water characteristics within the Sifton Bog and compare the data to historical monitoring data where available. The proponent shall:

- develop the monitoring program;
- implement the monitoring program;
- collect all necessary data;
- analyze the data including comparison to historical data where available;
- prepare interim reports at the 1 year and 2 year mark providing a summary of data collected to date and a preliminary review for data completeness to ensure that the final report will be without data gaps, and
- prepare a final report summarizing the monitoring program findings and provide applicable recommendations within the report.

The proposed monitoring program shall complement the existing UTRCA monitoring program that is currently being completed at the Sifton Bog.

### **8.2 Sifton Bog SWM Basin 1 & 2 Monitoring Program**

Comprehensive monitoring of constructed Sifton Bog SWM Basin 1 & 2 (located at the southwest corner of Oxford Street and Hyde Park Road) shall be completed utilizing the monitoring program outlined within the Facility Operation and Maintenance Manual prepared by McCormick Rankin Corporation, Revision 1, December 2003. The monitoring program shall meet City of London procedures and is to be integrated within the overall Sifton Bog surface water monitoring program. The proponent shall:

- develop the monitoring program based on the program outlined within the Operation and Maintenance Manual and the Stormwater Management Plan – Functional Design (2003) and be in accordance with the City of London procedures;
- implement the approved monitoring program;
- collect all necessary data;
- analyze the data including comparison to historical data where available;
- prepare interim reports at the 1 year and 2 year mark providing a summary of data collected to date and a preliminary review for data completeness to ensure that the final report will be without data gaps; and
- prepare a final report summarizing the monitoring program results and provide applicable recommendations within the report.

### **8.3 Data Collection**

The collection of data for the monitoring programs shall include, but is not limited to:

- continuous data collection;
- significant rainfall event data collection; and,
- existing monitoring well data collection.

Bidders are encouraged to identify potential additional areas for data collection within their proposal submission and to provide innovative ideas and recommendations that could form part of their work plan/approach.



## **8.0 SCOPE OF WORK...cont'd**

### **8.3.1 Continuous Data Collection**

Installation of continuous water level data loggers is required throughout the study area. At a minimum continuous water level data loggers are required at:

- Redmonds Pond;
- Sifton Bog lagg zone;
- Sifton Bog SWM Basin 1 & 2 storage depressions;
- Sifton Bog SWM Basin 1 & 2 stormsewer confluence outlet pipe; and
- Sifton Bog SWM Basin 1 & 2 stormsewer confluence outlet channel.

The need for adjustment to the positioning of the data loggers or the identification of the need for additional data loggers may be encountered during this project. Sufficient provision shall be provided for within the proposal. The successful consultant shall be responsible for any required adjustments or additional logger installation and monitoring as part of this monitoring program. Logged data shall be reviewed in conjunction with precipitation records obtained from a permanent City of London rain gauge.

### **8.3.2 Significant Rainfall Event Data Collection**

Data collection is required during significant rainfall events. The monitoring program shall identify which locations will be utilized for the collection of data and provide summary of the data collection procedure. Identified locations must include the point of discharge from the SWM facilities and at the end of the outflow channel before it enters the Lagg Zone of Sifton Bog. The significant rainfall event data collection procedure shall include:

- For each monitoring year, data will be collected for a minimum of eight significant rainfall events.
- A significant rainfall event is defined as any event that generates at least 15 mm of precipitation.
- At least one data collection event will occur during each season, with a minimum of five occurring in the summer (May to September).
- Additional data collection events could be necessitated following a review of the collected data for the interim reports.

### **8.3.3 Existing Monitoring Well Data Collection**

There are multiple existing monitoring wells located within the study area. The monitoring program shall identify which wells will be utilized for the collection of data and provide a summary of the data collection procedure to be used.

## **8.4 Comparison of Data**

Stormwater management targets and objectives have been identified in previously completed reports and are founded on baseline data established from the Pre-Development Sifton Bog Monitoring Program. The monitoring program shall utilize this data as a basis of comparison and shall provide summary of the findings and provide recommendations where required.



**8.0 SCOPE OF WORK...cont'd**

**8.5 Reports**

The Consultant is to provide the following reports to the City:

Draft Interim Report 1 and Appendices (for SWM Unit Review)	3 Hard Copies	1 Electronic Copy
Final Interim Report 1 and Appendices	5 Hard Copies	1 Electronic Copy
Draft Interim Report 2 and Appendices (for SWM Unit Review)	3 Hard Copies	1 Electronic Copy
Final Interim Report 2 and Appendices	5 Hard Copies	1 Electronic Copy
Draft Final Report 3 and Appendices (for SWM Unit Review)	3 Hard Copies	1 Electronic Copy
Final Report 3 and Appendices	5 Hard Copies	1 Electronic Copy

Pictures are to be taken at each sample location for each sample event and are to be archived and provided to the City in digital format.

Any maps and/or figures produced as part of this study shall be clear and concise and provide an effective means of conveying information to the reader.

All reports for the project are to be submitted to the City in a timely manner.

**8.6 Cost Control**

The Consultant is expected to manage the study process and carry out the necessary coordination with its staff and sub-consultants (if applicable), and with the appropriate City staff. It will be the responsibility of the Consultant to ensure the overall project is technically sound, will perform as intended, meets the City's requirements and expectations, receives approval from all agencies and is carried out on schedule and within budget.

All invoices for the project are to be submitted to the City in a timely manner.

**8.7 Project Meetings**

Meeting Notes shall be taken by the Consultant for all project meetings and distributed no later than five (5) working days following the meeting by email to the SWM Unit for review.





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## 8.0 SCOPE OF WORK...cont'd

### 8.8 Reference Documents

The following is a list of reference material and data that should be reviewed and incorporated as part of completing the project. This list is by no means exhaustive and as such the consultant should include their own literature review as required:

#### **Drawings, Studies and Functional Design Reports**

- Oxford Street Widening Drawings – Sanatorium Road to Hyde Park Road – Delcan, February 28, 2013;
- Oxford Street and Hyde Park Road Lands Draining to the Sifton Bog – Operations and Maintenance Manual – Revision 1, McCormick Rankin Corporation, December 1, 2003;
- Oxford Street and Hyde Park Road Lands Draining to the Sifton Bog – Stormwater Management Plan – Functional Design, McCormick Rankin Corporation, October 16, 2003;
- Environmental Impact Study – Oxford/Hyde Park Commercial Block Adjacent to Sifton Bog, BioLogic, April 2002;
- Proposed Stormwater Management Targets – Oxford/Hyde Park Lands – Final Report, BioLogic, February, 2002;
- Sifton Bog – Preliminary Report, UTRCA, June, 1992; and
- Sifton Bog – Water Chemistry Summary Report, UTRCA, 1992.

#### **Other**

- Monitoring and Operational Procedures for SWM Facilities Prior to City Assumption within the Boundaries of the City of London (October 22, 1996); and
- Previous hydraulic and hydrologic models.

## 9.0 SUBMISSIONS REQUIREMENTS

### 9.1 General

- a) The City is requesting proposals from firms who are both interested and capable of undertaking the project.
- b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
- c) The proposal submissions will be assessed according to how well they assure the City's success in relation to the RFP requirements. The detail and clarity of the written proposal submission will be considered indicative of the Proponents expertise and competence.
- d) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. **Incomplete submissions will not be considered.**
- e) The proposal submissions will be assessed according to how well they assure the City's success in relation to the RFP requirements. The detail and clarity of the written proposal submission will be considered indicative of the Proponents expertise and competence.
- f) All prices must be stated in **Canadian** funds.

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**9.0 SUBMISSIONS REQUIREMENTS...cont'd**

**9.2 Administration Fee**

Proponents who do not elect to retrieve the proposal information from the Biddingo.com can purchase a hard copy of the document. Cost is \$50.00 in the form of a cheque or Canadian Money Order. Cheques are to be made payable to the "City Treasurer".

**9.3 Consultant Selection**

The City is seeking the services of a consulting firm to undertake the water quality evaluation of waterways in the City of London. The successful firm will possess the requisite technical skills to deal with the complex matters to be addressed in the above-noted tasks and will be required to work directly with City staff, the public, agencies and stakeholders in a professional manner. To do this, we are interested in firms, which in addition to technical qualifications exhibits such skills as timeliness, diplomacy, tact, strong communication ability (both written and verbal) and an understanding of the municipal culture.

The consultant shall outline the measures that it has in place to ensure the quality of the deliverables and that they will meet the needs of City of London.

The consultant shall allow a minimum of 3 weeks for the review of draft interim deliverables and 4 weeks for the review and acceptance of final interim deliverables. Interim and final draft deliverables must be accepted by the City prior to presentation to the Civic Works Committee.

**9.4 Mandatory Requirements**

- a) Acknowledgement of all addenda on the Form of Proposal in Section 11.7.
- b) A least one (1) original signed "**Form of Proposal**" MUST be submitted with the proposal submission.

**9.5 Specific Requirements**

Title page which will include the Proponent's legal name, address, telephone and fax numbers, e-mail address, and name of primary contact and date.

**9.5.1 Proposal Submission Contents**

**a) Technical Proposal**

One (1) original (clearly marked as "Original"), one (1) electronic copy and three (3) hardcopies of your Technical Proposal are to be submitted. The requirements outlined in this section are to be answered in the order listed, and in a clear and concise manner. Failure to address any item may cause the proponent's submission to be considered incomplete and removed from further consideration.

The following requirements are to be included in the Technical Proposal submission.

The Technical Proposal shall include a transmittal letter. Technical proposals are limited to 10 pages, excluding forms, schedule, person-hours matrix, transmittal letter, addendums and appendices. A page is defined as a single-sided sheet of 8.5" by 11" paper. The only exceptions to this will be the project schedules, flowcharts and/or person-hours matrix, which may be submitted on 11" by 17" paper.

Proposals are to be typed using a font size no smaller than 11-point (with the exception of footnotes and endnotes). **Column format is not to be used.**

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**9.0 SUBMISSIONS REQUIREMENTS...cont'd**

**9.5.1 Proposal Submission Contents...cont'd**

**No company brochures are to be submitted.** The proposal should contain the following sections:

- Transmittal Letter;
- Introduction;
- Project Team – identify prime consultant (with whom the City will enter into an agreement), brief description for each member firm and include an organizational structure chart (included in the 10 page limit);
- Key Personnel – identify key personnel, provide a brief description of experience, their guaranteed availability and role in this assignment, include a reporting structure chart (included in the 10 page limit) and reference name/phone number for three (3) recent assignments (less than 3 years old) completed by the proposed overall project manager or lead;
- Project Understanding and Approach – description of the tasks in the proposed work plan to complete the assignment, critical path outline for study outlining the timing of meetings and delivery of Progress Reports, project management approach and QA/QC program;
- Schedule – provide a hardcopy of a proposed schedule in Microsoft Project format to complete all major deliverables, tasks in the proposed work plan as well as a **person-hours matrix without fees**, outlining the hours each team member has allocated to each of the tasks in the proposed work plan;
- Relevant Experience – list similar projects undertaken by each member firm of the Project Team;
- Commitment Letters – appended letters of commitment from member firms on their own letterhead and signed by an officer of the company reaffirming their commitment to this assignment;
- List of current projects and clients (municipal and private) within City of London, and disclosures of any **potential conflict of interest** by any members of the consulting team;
- Resumes – appended, 2 page maximum per person; and

Consultants are encouraged to identify and make recommendations about the efficiency and appropriateness of the tasks listed herein and the description of the time to complete each task group as described in the "Study Timetable" section. Consultants should also make any recommendations about measures/approaches that would make the most effective use of resources available for this study.

**b) Cost Proposal**

The consultant shall submit **in a separate sealed envelope** the Cost Proposal and a cost breakdown by major deliverables. Hourly rates for key personnel and support team members shall be provided. **These hourly rates shall be effective for the duration of the project.**

The total budget for consultant fees and disbursements for this study, proposed by the consultant, should cover all the consultant's fees and disbursements to complete all the tasks listed in these Terms of Reference.

The total estimated cost including disbursements presented for the work proposed shall be considered the upset limit.

Consultant costs (fees and disbursements separately) will be monitored closely by City staff, with invoices paid on a time basis as tasks are completed and progress reports are received. A **budget progress report** must be submitted with every invoice identifying the status and expenditure of each individual task.

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**9.0 SUBMISSIONS REQUIREMENTS...cont'd**

**9.5.1 Proposal Submission Contents...cont'd**

If additional costs are to be incurred over the upset limit, **written** authority to proceed with these additional costs must be obtained **prior to** the additional charges being incurred.

Further, no invoice will be honoured for **any work** whatsoever that was not authorized by purchase order. All invoices must have the purchase order number entered thereon. Any invoice received, which does not meet the above requirements, will be returned unpaid.

Costs for printing of documents should be noted separately as the City may prefer to reproduce some or all of these documents. All printed materials must be reproducible and available to the City in computer format (Microsoft Word and Adobe PDF format).

Staff changes by the successful Consultant during the assignment phase will require written approval from the City, prior to any such change. The qualifications and experience of the proposed staff must be equivalent or better to the staff identified in the proposal. Failure to comply may result in the termination of the assignment. The proposal shall disclose any active consulting engagements that they may have previously entered into that could be considered a conflict of interest.

**10.0 EVALUATION CRITERIA**

**10.1 Evaluation Team**

Proposals submissions will be evaluated by an evaluation team with representation from the Stormwater Management Unit and Environmental Engineering Services Department with the assistance of Purchasing and Supply.

**BY RESPONDING TO THIS RFP, PROPONENTS ACKNOWLEDGE THAT THE EVALUATION TEAM IS SOLELY RESPONSIBLE FOR RECOMMENDING THE SUCCESSFUL PROPONENT.**

**10.2 Evaluation Process**

The City will use a Best Value Based Selection process utilizing a "two envelope method" procurement process in which bids are received in two separate envelopes. The first envelope (Phase 1) consists of technical and qualitative information and is opened and evaluated first, and the second envelope (Phase 2) consists of price information and may be opened and evaluated only after the information in the first envelope (Phase 1) has been evaluated in accordance with the requirements of the Request for Proposals document.

During Phase 1 of the evaluation process, all technical proposals will be presented to and evaluated by an Evaluation Committee. The technical proposals will be evaluated by the Evaluation Committee and assigned total awarded technical points. In submitting a bid, each Proponent agrees to be bound by the evaluation of the Evaluation Committee.

After receipt of the RFP submissions the City may request clarification of RFP submissions. The City may request clarification to ascertain a Proponent's understanding of, and level of responsiveness to, the RFP submission for the purpose of the evaluation process.

The City, in its sole discretion may adjust the evaluation score or ranking of RFP submissions as an outcome of the clarifications. The City reserves the right to limit clarification to any number of Respondents as determined by the City regardless of the number of the Respondents that submitted RFP submissions.

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**10.0 EVALUATION CRITERIA...cont'd**

**10.3 Best Value Award**

The City of London will determine the Successful Proponent using the Evaluation Bid formula where the fee total is divided by the technical score. The Technical proposal will be evaluated first in accordance with the requirements of the Request for Proposals document prior to opening of the cost envelope for price evaluation. The proponent with the lowest Evaluated Bid shall be the Successful Proponent. The Evaluated Bid is used for award purposes only and does not change the actual fee total for payment purposes.

Below is an example of the Evaluated Bid process in which Proponent B is the Successful Proponent.

Proponent	Bid Price	Technical Score	Evaluated Bid
A	\$200,000	85	\$235,294
B	\$220,000	95	\$231,579

If the proponent with the best/lowest evaluated bid score has a bid price exceeding the City's internal estimate or budget allocation, the City reserves the right to consider award of the assignment to the next lowest bid score.

**10.4 Submission Weighting**

The evaluation criteria will be based on, but not limited to, the following:

**The Technical Proposal and Cost Proposal shall be submitted in SEPARATE sealed envelopes.**

All technical proposals will be scored on the basis of their response to technical evaluation criteria, up to a maximum 100 Total Awarded Points, as follows:

- i) Methodology, Approach and Understanding of Project Goals and Objectives.....30 points
- ii) Project Manager.....10 points
- iii) Project Team Members Qualifications.....20 points
- iv) Experience on Directly Related Projects.....25 points
- v) Recommendations/Innovative Ideas.....15 points

The clarity and succinctness of the submission will be considered in the scoring.

If the Technical Proposal receives a score of less than **70** points, based on the technical evaluation criteria, the Proposal will not be considered further and the separate sealed envelope containing the Cost Proposal, will not be opened and will be returned to the Proponent.

**BY RESPONDING TO THIS RFP, PROPONENTS ACKNOWLEDGE THAT THE EVALUATION TEAM IS SOLELY RESPONSIBLE FOR RECOMMENDING THE SUCCESSFUL PROPONENT TO CITY COUNCIL AND THAT CITY COUNCIL MAKES THE FINAL DECISION.**

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**10.0 EVALUATION CRITERIA...cont'd**

**10.5 Selection Process**

- a) Receive written responses from Proponents;
- b) Evaluate Proposals;
- c) Recommendation; and
- d) Purchase Order or Contract Record.

Geoff Smith, CSCMP  
Procurement Officer  
Purchasing and Supply

Manager of Purchasing and Supply \_\_\_\_\_ John Freeman, CSCMP



**11.0 FORM OF PROPOSAL**

**AT LEAST ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION**

- 11.1 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply **after** taxes):  
\_\_\_\_\_
- 11.2 I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal.
- 11.3 I/WE further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
- 11.4 I/WE further declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.
- 11.5 I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation representatives, relative to this proposal.
- 11.6 WE further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.
- 11.7 I/WE have allowed for Addenda numbered as follows: # \_\_\_\_\_ through to # \_\_\_\_\_.

**Failure to acknowledge all addenda will result in your proposal being rejected.**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/PROVINCE: \_\_\_\_\_

POSTAL CODE/ZIP CODE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

I/WE are authorized to bind the COMPANY/CORPORATION

NAME (Please print or type): \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX NUMBER: ( ) \_\_\_\_\_

HST REGISTRATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATE OF PROPOSAL: \_\_\_\_\_

**NOTE:** Please return your written submission and USB flash drive, CD or DVD in addition with **page 18** complete with an original signature in ink on or before **2:00 pm, Local Time, .....DAY, ....., 2014.**  
**FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.**