



**Municipality of Brockton**

**RFP 2019-02**

**Rural Roads Condition and Needs Assessment**

**Issued: March 27, 2019**

## Section 1 – General Conditions

### 1.1 Instructions

#### Description of Undertaking

The Municipality of Brockton wishes to engage the services of a consulting engineering firm (Consultant) to conduct a Municipal Rural Roads Condition and Needs Assessment as outlined in the “Scope of Work” section. The Municipality of Brockton expects that the Rural Roads Condition and Needs Assessment shall be completed and a presentation to Brockton Municipal Council on Tuesday September 10th, 2019

The Municipality of Brockton is an amalgamated Municipality with a population of approximately 9,500 residents. There is a mix of rural and small urban hamlet communities including the Hamlets and Villages of Chepstow, Cargill, Pinkerton, and Elmwood. The Municipality of Brockton is located in the County of Bruce. The municipality currently has approximately 610 KM of roadway infrastructure (combination of Municipally owned, County owned, and Provincially owned) of which **399 KMs are Municipally owned Rural Roads** (198 KM gravel, 100 KM asphalt, and 101 KM chip and tar). Urban, County, and Provincial Roads are not included in this study. ***The study report will ONLY consider the 399 Km of Municipal Rural Roads.***

The proposal must be completed and signed where applicable. The Municipality is using the “two (2)-envelope” system for receiving proposals. The technical proposal 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:

- ☐ Three (3) 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;
- ☐ Three (3) 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 of the Municipality firmly affixed to the outside of the envelopes, quoting the above project number and closing date and forward before:

**April 29, 2019 at 2:00 pm Local Time to:**

John Strader, Roads Supervisor  
Municipality of Brockton  
100 Scott Street, P.O. Box 68  
Walkerton, ON, N0G 2V0  
P: 519-881-2223 ext. 125  
E: jstrader@brockton.ca

**All interested parties shall contact Taylor Grubb, Operations/ CAO Administrative Assistant, in writing at [tgrubb@brockton.ca](mailto:tgrubb@brockton.ca) 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.

**Municipality/Municipality:** Refers to the Municipality of Brockton.

**Proponent:** Refers to any eligible entity submitting a Proposal.

**Project:** Refers to the development of a Rural Roads Condition and Needs Assessment.

**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:

**John Strader**

**Roads Supervisor**  
**E-mail: [jstrader@brockton.ca](mailto:jstrader@brockton.ca)**

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 Municipality'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 Municipality.

It is the Municipality'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 **1:00 PM, April 18, 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 Municipality, 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 Municipality 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 Municipality reserves the right to reject any or all Proposals and to waive formalities as the interests of the Municipality may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the foregoing, the Municipality 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 Municipality of Brockton's Purchasing Policy. The Municipality 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 Municipality 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 Municipality to review and award a contract for the Project by **May 15, 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 August 16th, 2019** with **final presentation provided to Municipal Clerk (via email) by September 4, 2019** in order that the presentation can be attached to Council agenda and make a final **presentation to Council on September 10th, 2019**. The Municipality 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 Municipality.

### **1.12 Responsibility for Damages**

The Consultant shall indemnify and save harmless the Municipality 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 (i.e. damages arising as a direct result of the Consultant's activities)

### **1.13 Protection of Work and Property**

The Consultant shall provide continuous and adequate protection of all work from damage and shall protect the Municipality'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 Municipality'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 Municipality.

#### **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 Municipality;
- the proposed Schedule set out on a Gantt chart to be submitted with the proposal; and
- the Pricing

The Municipality 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 Municipality. 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 Municipality'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 Municipality.

For the Rural Roads Condition and Needs Assessment Study, the Consultant shall invoice the Municipality at the end of each month from May 2019 to September 2019 (5 months), inclusive. Each invoice amount will be 18% of the total price submitted in the Proposal and accepted by Council. Costs for any extra work the Municipality has approved in writing may be invoiced for at the end of the month when the extra work was done. **The Municipality 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 Municipality.**

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 Municipality prior to being invoiced. All prices quoted shall be in Canadian funds. Invoices shall be forwarded to the attention of:

**Municipality of Brockton  
Accounts Payable  
P.O. Box 68, 100 Scott Street, Walkerton, ON, N0G 2V0**

### **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 Municipality of Brockton 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 Municipality 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 Municipality 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 Municipality. The Consultant shall also file evidence of the continuance of said insurance with the Municipality at the renewal date for each policy for the duration of the Agreement.

The Consultant shall indemnify and hold the Municipality 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 Municipality.

The Consultant and the Municipality 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 Municipality, without the prior written consent of the Municipality, 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 Municipality 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 Municipality 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 Municipality, 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 Municipality shall provide written notice of termination.

The Municipality 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 Municipality 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 Municipality may disqualify the Consultant from submitting proposals for, or otherwise bidding on, RFP's or other contracts the Municipality 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 Municipality may disqualify the Consultant from submitting proposals for, or otherwise bidding on, other contracts the Municipality 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 Municipality 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 Municipality become the property of the Municipality 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 Municipality 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 Municipality may release the name of the Proponent whose Proposal has been accepted by Council and with whom the Municipality 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:

**Municipal Clerk, Municipality of Brockton  
100 Scott Street, PO Box 68  
Walkerton, ON N0G 2V0**

## **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 Municipality 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 Municipality.

# **Section 2 – Background and Technical Requirements**

## **2.1 Background Information**

The Municipality of Brockton wishes to engage the services of a consulting engineering firm (Consultant) to conduct a Municipal Rural Roads Condition and Needs Assessment as outlined in the “Scope of Work” section. The Municipality of Brockton expects that the Rural Roads Condition and Needs Assessment shall be completed and presented to Brockton Municipal Council on September 10<sup>th</sup>, 2019.

The Municipality of Brockton is an amalgamated Municipality with a population of approximately 9,500 residents. There is a mix of rural and small urban hamlet communities including the Hamlets and Villages of Chepstow, Cargill, Pinkerton, and Elmwood. The Municipality of Brockton is located in the County of Bruce. The municipality currently has approximately 610 KM of roadway infrastructure, including Municipal, County, and Provincial roads (198 KM gravel, 310 KM asphalt, and 101 KM chip and tar). **The Rural Roads Condition and Needs Assessment Study will ONLY**

**encompass 399 Kms of Municipally owned and maintained Rural Roads (198 KM gravel, 100 KM asphalt, and 101 KM chip and tar)**

As a component of the study, the Municipality is seeking to improve and expand the quality and completeness of data captured in the rural roads inventory with the aim of using the information for asset management purposes and future capital planning.

## **2.2 General Information**

The Municipality is requesting written proposals from engineering consultants to prepare a comprehensive Rural Roads Condition and Needs Assessment Inventory. The study shall provide the Municipality with up-to-date condition assessment of all its rural roads for the purpose of annual maintenance, and short and long-term capital planning. Additionally, the Municipality is also looking to have a cost comparison done for construction and surface treatment types based on the Individual Road Assessment (i.e. gravel vs tar & chip) and priorities.

## **2.3 Scope of Work**

### **Task 1 – Rural Roads Condition and Needs Assessment**

To prepare the Rural Roads Condition and Needs 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 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 four (4) meetings during the course of the Project:
  - ♦ A Project Start Up meeting with Municipal Staff;
  - ♦ Project Technical/Update meetings with Municipal staff when the Rural Roads Condition and Needs Assessment is approximately 60% complete (based on Consultant's Gantt Chart);

- ♦ A Project Technical/Update meeting with Staff when the Rural Roads Condition and Needs Assessment is 90% complete (based on Consultant's Gantt Chart); and
  - ♦ Attend meeting to present the Rural Roads Conditions and Needs Assessment Study to Council (**September 10<sup>th</sup>, 2019**); and
- j) Following the presentation of the Rural Roads Condition and Needs Assessment Study to Council, the Consultant shall incorporate the changes Council may direct by resolution.

Included in the Rural Roads Condition and Needs Assessment, 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) Update Municipal Rural Roads section inventory expanding on the Municipality's existing Asset Management Records, to include a much more detailed summary of road condition ratings by road section, priority rating, traffic count (provided by the Consultant), time of need and rehabilitation strategy;
- c) Provide a further breakdown of existing road segments in the Current Asset Management Plan to include the base estimates and values separate from the surface, data will be tied into the current Asset Management Plan data;
- d) Provide road maintenance needs analysis (recommendations) based on a life cycle forecast for capital programs;
- e) Provide a study of any roadways that should be stopped up and closed;
- f) Provide a study of what roads the Municipality should direct traffic to use;
- g) Establish what roadways will never be required to be replaced or rebuilt, only maintained, for Asset Management purposes;
- h) Provide recommendations of on-going maintenance requirements along with what roadways the Municipality should concentrate maintenance resources;
- i) Provide timing and estimates for major and minor repairs (Now, 1-5 years, 6-10 years, etc.)
- j) Include reconstruction/improvement costs including engineering (**\*\*\*\*cost comparing different suitable/ applicable surface treatment costs**);
- k) Make recommendations where a more detailed road base investigation should be completed before any major road improvement is undertaken;
- l) Complete time and priority rating for recommended road reconstruction/improvements;
- m) Update Road Section ID numbers where they are missing or incomplete;
- n) Provide the data from the Needs Study in a format that can easily be transferred into other software and tools that may allow Municipal Staff to provide impacts of various budgetary decisions (inclusions, exclusions, and revisions);
- o) Provide updated mapping compatible with the Municipal GIS system ArcGIS shapefile and/ or kml (keyhole markup language) and City Wide's Solutions Asset Management System/ Program, and the Municipal Infrastructure Data Standards (MIDS).

## 2.4 Information Provided by the Municipality

The Municipality will provide the following information to the Consultant who has been awarded the Project, upon their request. The Consultant who is awarded the Project may request additional information he/she believes is/may be relevant to the task. The Municipality 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) 2015 Roads Needs Study
- b) Excel Spreadsheet Asset List of Roads
- c) 2017 Bridge Inspections
- d) Council approved mapping of proposed future road network.

## 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) Summary report identifying Now, 1-5 years, and 6-10 year needs (1 electronic copy, MS Excel or approved equivalent)
- b) Detailed cost estimates for road capital and repairs using preliminary quantities and current unit prices
- c) Draft Report (1 copy Paper and 1 Copy Electronic)
- d) Final Report (1 copy Paper and 1 Copy Electronic)
- e) Road Section Rating Database (1 Electronic Copy, MS Excel or Municipally approved equivalent)
- f) Electronic copies of all data tables in a format that allows the Municipality 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 Municipality of Brockton, and as such, the Municipality of Brockton reserves the right to make additional copies of the material and distribute it as the Municipality sees fit, and/or manipulate or reorganize the data in the tables, all in its sole discretion.

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

## 2.7 Milestone Timelines

Milestone	Completion Date
RFP Issued	March 27, 2019
Deadline for Questions	April 18, 2019
Addenda Issued (if necessary)	April 24, 2019
RFP Closing	April 29, 2019
Proposal Evaluation and Contract Award (Staff report to Council) (Council Meeting May 14 <sup>th</sup> , 2019)	May 15th, 2019
Start Up Meeting	Week of May 20th, 2019
90% Project Completion	August 16th, 2019
Presentation of Roads Needs Study to Council	September 10, 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 Title Page showing the Proponent, contact information and key personnel;
- A one page letter of introduction, introducing the Proponent's company, and setting out its history and expertise;
- Sections on methodology and the proposed work plan the Proponent proposes to complete the Project; and
- 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

- Three (3) 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;
- Three (3) 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;
- 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. Resumes, appendices, and cover pages are not included in the 25 page limit. 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.

	<b>Evaluation Criteria</b>	<b>Weight Factor</b>
<b>1</b>	<b>Qualifications and Experience</b> 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 Municipality of Brockton 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.)	35
<b>2</b>	<b>Methodology</b> A description of Project approach, including value added services	30
<b>3</b>	<b>Work Plan</b> 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.	20
<b>4</b>	<b>Price</b> 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: $\text{Lowest price} / \text{submitted price} \times \text{points available (15)} \text{ rounded to one decimal point.}$	15
	<b>Total</b>	<b>100</b>

The Municipality reserves the right to reject any or all proposals, including, among other things the right to reject a proposal where the Municipality 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 Municipality, 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 Municipality, provides the best overall value for the work to be done while meeting all the requirements of the RFP. The Municipality 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. Three (3) hard copies copy 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”**

Three (3) hard copies and one (1) 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 (3) 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 – Rural Roads Condition and Needs Assessment**

**Submitted by:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Postal Code

**Hereinafter Called the Proponent**

**To:**    Municipality of Brockton  
         PO Box 68, 100 Scott Street  
         Walkerton, ON, N0G 2V0

**Hereinafter Called the Municipality**

The Proponent declares that:

1. No person(s), firm or Municipality, 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 Municipality 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 Municipality, 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

(Name of Firm)

of the above named.

### 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 – Rural Roads Condition and Needs Assessment Study Lump Sum Fee	\$
	\$
<b>Total</b>	\$

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:** Rural Roads Condition and Needs Assessment

**RFP Number:** RFP 2019-02

**Closing Date and Time:** April 29, 2019 at 2:00 pm Local Time

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Deliver to:**

Municipality of Brockton  
PO Box 68, 100 Scott Street  
Walkerton, ON, N0G 2V0



#### **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)	

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

Proponent: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_