



**REQUEST FOR PROPOSAL**

**HYDROGEOLOGICAL REVIEW**  
**MABERLY PINES SUBDIVISION**

**CONTRACT #2021-PD-002**

QUOTATIONS RECEIVED BY:

The Corporation of Tay Valley Township  
217 Harper Road  
Perth, Ontario K7H 3C6

**Attention: Amanda Mabo, Clerk**

Telephone: 613-267-5353 ext. 130  
Toll Free: 1-800-810-0161  
Fax: 613-264-8516  
E-mail: [clerk@tayvalleytwp.ca](mailto:clerk@tayvalleytwp.ca)  
Website: [www.tayvalleytwp.ca](http://www.tayvalleytwp.ca)

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**PART "A" – INFORMATION TO BIDDERS**

**1. Proposal Timing**

The schedule for the Proposal anticipates the following milestones:

- Last Day for Questions: October 1, 2021
- Last Day for Addenda: October 4, 2021
- RFP Submission (Proposals due): October 7, 2021 at 1:00 p.m.
- Contract Award: October 19, 2021

**2. RFP Closing**

Electronic submissions via email will be received by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, October 7<sup>th</sup>, 2021.**

Submissions received after closing time will not be considered.

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217 Harper Road,  
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161

E-mail: [clerk@tayvalleytwp.ca](mailto:clerk@tayvalleytwp.ca)

**3. RFP Submission**

One copy of the **completed Declaration**, Appendix "A", shall be submitted as part of the Proposal. The Declaration must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. **ONLY** proposals submitted electronically via email will be acceptable. Please email the submissions to [clerk@tayvalleytwp.ca](mailto:clerk@tayvalleytwp.ca) prior to the submission deadline. Component 1 and Component 2 shall be two separate files in the email submission.

The Proposal must be typewritten. Proposals which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to the Corporation of Tay Valley Township's ("the Township's") documents or by a covering letter, or by alterations to the documents supplied.

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**4. Proposal Validity**

Proposals shall remain valid and open for acceptance by the Township for a period of sixty (60) calendar days, following the closing date for receipt of Proposals.

**5. Clarification of Documents**

Any clarification of the Township's documents required by the Bidder, prior to submission, shall be directed to the Clerk. Any such clarifications so given shall not, in any way, alter the Township's documents and the Bidder and the Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date.

**6. Contract Documents and Order of Precedence**

The Contract documents shall consist of all the pages of the RFP documents, issued by the Township, and the Bidders submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials, or services complete and suitable for the Township' intended use.

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**7. Addenda**

Bidders may be advised of addenda, of required additions, deletions or alternations in the requirements of the Request for Proposal documents. All such changes shall become an integral part of the RFP documents and shall be allowed for in arriving at the total submission price.

**8. Harmonized Sales Tax**

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid in addition to the total price submission.

The quoted price must clearly show the H.S.T. as a separate item from the total price submission.

**9. Health and Safety**

The Bidder assumes full responsibility for conforming to all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- a) Provide a copy of your Company's Health and Safety Policy, dated not later than **2021**, to be submitted with the Proposal. Only an electronic copy is required.
  
- b) **Provide a copy of the applicable WSIB Certificate of Clearance** or equivalent (if the Company is from outside Ontario), ensuring that all employees are fully covered by WSIB and its regulations, to be submitted with the RFP.

**10. Accessibility**

The Bidder shall provide a declaration with their Proposal that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in Appendix "D".

**11. Proposal Checklist**

To assist Bidders with completing a response to this RFP, a RFP Checklist is included in Appendix "C".

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**12. Withdrawal**

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed, and must be submitted to the CAO. No facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

**13. Public Opening**

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

**14. RFP Results**

Only the names of the Bidders who submitted a proposal will be made available at the RFP Opening. After the RFP Opening, requests may be submitted to The Corporation of Tay Valley Township for the results and only the names of the Bidders, as read out at the RFP Opening, will be given in the reply. A list of Bidders will be posted on Tay Valley Township's website at [www.tayvalleytwp.ca](http://www.tayvalleytwp.ca) within 48 business hours of the RFP opening.

**15. Submission Acceptance**

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a proposal to the Township, the Township reserves the right to reject an offer to supply goods and/or services or RFP's presented in response to the Township's procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Bidder's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part, to waive irregularities or omissions. If in so doing, the best interests of the Township will be served, no liability shall accrue to the Township for their decision in this regard.

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The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The lowest, or any RFP, is not necessarily accepted.

The placing in the mail or delivery of a notice of award to the Bidder address, given the Submission, shall constitute notice of acceptance of the Contract.

**16. Insurance**

Commercial General Liability Insurance

The Company shall, at their expense obtain and keep in force during the term of the Contract, Commercial General Liability Insurance issued on an Occurrence Basis. Coverage shall include but not limited to:

- a) Third party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
- b) The Township shall be added as an additional insured with respect to the operations of the Named Insured. This insurance shall be non-contributing with and primary to the Township.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- e) Products and completed operations coverage.
- f) Contingent Employer's Liability.
- g) Broad Form Property Damage.
- h) Occurrence Property Damage.
- i) Products.
- j) Broad Form Completed Operations.
- k) The policy shall contain a provision for contractual liability – oral and written.
- l) Owner's and Contractor's Protective.

Professional Liability Insurance

The Company shall take out and keep in force Professional Liability insurance in the amount of \$5,000,000 Limit/Aggregate providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy shall be renewed for 3 years after contract termination or contain an extended reporting period. A certificate of insurance evidencing renewal is to be provided each and every year or contain an extended reporting period purchased by the Company at the Company's sole expense.

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Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$5,000,000.00 inclusive for each and every loss.

Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Company, and the Township shall bear no cost towards such deductibles.

The Company is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Township.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage as noted above at least 10 days prior to Contract commencement. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policies will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

**17. Indemnification**

The Company acknowledges that he/she is an independent Company and shall, defend, indemnify, protect and save harmless The Corporation of Tay Valley Township, its officers, members of municipal council, its agents and employees from any and against all damages, liabilities, claims, expenses, demands, loss, costs (including legal costs), actions, legal costs, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Company, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or third party premises as a result of activities of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

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**18. Failure to Enter into an Agreement**

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), or rescind the selection of that Bidder and proceed with the selection of another Bidder.

**19. Assignment**

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

**20. Laws and Regulations**

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and sub-contractors.

The Company shall be governed and interpreted in accordance with the laws of the Province of Ontario.

**21. Default by Company**

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to perform the work with skill and diligence or assigns or sublets the Contract without the Township written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

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Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, they are entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

**22. Contract Cancellation**

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

**23. Responsibility**

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of an RFP save as provided in the Contract. The Township reserves the right to reject any or all RFP's and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any RFP will not necessarily be accepted.

**24. Payments**

The Company shall invoice the Township monthly, for services and materials provided. The Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The Township shall have the right to withhold, any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

Invoices shall contain a breakdown of names of employees, sub-contractor hours and rates, hours of work, position, and expenses. The Company shall provide a financial

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report with each invoice which shall include the following headings: budget (billings), fees (previous billings), expenses, total contract billing approved amount and percent complete.

The successful Company will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded.

**25. Disbursements**

All reasonable and proper expenses incurred by the Company shall be reimbursed without any allowance for overhead and/or profit.

The following costs shall not be reimbursed:

- communication expenses including facsimile, local phone and cellular charges
- standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in the Company's proposal)

**26. Municipal Freedom of Information**

Any personal information collected by or on behalf of the Township under this Request for Proposal is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Township.

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**PART "B" – PROJECT INFORMATION**

**1. Contract Overview**

The Corporation of Tay Valley Township is a municipality west of the Town of Perth, north of Kingston and east of Sharbot Lake with many natural heritage features. The Maberly Pines subdivision was created by the company Lakeside Living off Bolingbroke Road, South Sherbrooke ward, and approved by the provincial government in 1980. The Maberly Pines subdivision currently has 49 vacant lots, 5 lots with dwellings on them (1 permanent and 4 seasonal), and 2 with building permits issued for a total of 56 lots.

Until recently, there had been little development pressure on these lots. However, with the increase in development in Tay Valley due to people seeking to telecommute or simply get out of cities and have more room outside during lockdowns, these lots are being developed.

When the Planner recently reviewed the building permit applications for 3 lots in Maberly Pines, she discovered that there were no layouts of where the wells, houses and septics should be located. This led to a request for a review of the subdivision agreement by the Rideau Valley Conservation Authority (RVCA) as well as a review of the background material supplied to support the subdivision.

The *Terrain, Hydrogeological and Ecological Analysis* undertaken by Water and Earth Sciences Associates (WESA) Ltd. in the late 1970s was determined by the RVCA to provide incomplete verification of the principle of development (i.e., that there is suitable water quality and quantity available and sufficient nitrate dilution capacity). Information required since the 1990s by the Ministry of Environment's D-5-4 and D-5-5 documents is not available for this subdivision.

The WESA report identified that there may be insufficient water for dwellings in excess of the demand from cottages and that wells should be a minimum of 30m-50m from septics (instead of the normal 15m requirement).

These requirements raised red flags with the Planner as the RVCA regularly identifies lots in Tay Valley Township (with the exception of a small area around Balderson) as being located above a Highly Vulnerable Aquifer.

The RVCA and Township solicitor recommended initiating a Zoning By-Law amendment to place a Holding Zone on the undeveloped lots in the Maberly Pines. Council enacted the Holding Zone in June 2021. To lift the Holding Zone, the By-law requires a supportive hydrogeological report and a servicing options report indicating the location of wells, septics and dwellings to ensure there is sufficient water for residential use and that there will not be contamination of the wells from the septics.

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**PART "B" – PROJECT INFORMATION**

**2. Nature of Consulting Agreement**

Tay Valley Township (“the Township”) is requesting proposals (“the Proposal”) from qualified Consultants (“the Consultants”) to:

- i) Determine a private servicing layout which would identify the location of the dwelling, well and septic for each vacant lot in the Maberly Pines Subdivision, based on Water and Earth Sciences Associates (WESA’s) recommendations in their 1979, Terrain, Hydrogeological and Ecological Assessment; and
- ii) Provide a comparison with a private servicing layout based on constraints placed on development (e.g. requiring incinerating toilets, importing potable water).

**3. Objectives**

The work is expected to produce two private servicing lot layouts identifying the location of wells, septic systems and dwellings with the intention of meeting as closely as possible the D series guidelines that would be required if the subdivision was proposed today. One lot layout assumes conventional wells and septic systems will be installed.

The other lot layout assumes the Township imposes constraints on the type of septic systems to minimize potential well contamination (e.g., incinerating septic systems) and/or sources of potable water (requiring wells to have storage capacity or dwellings with no more than 2 bedrooms or potable water brought into the dwellings).

The objective is to determine if there is enough water available, if the water is in fact potable, and if the hydrogeological features of the site will allow development on all the vacant lots with sufficient capacity for septic systems.

**4. Deliverables**

The Consultant shall deliver on the following responsibilities:

- Undertake a review of the Water and Earth Sciences Associates 1979, Terrain, Hydrogeological and Ecological Assessment to use its information to produce a private servicing layout for the vacant lots in the Maberly Pines subdivision;
- A high-level review of the hydrogeological features of the area contained within the Maberly Pines Subdivision to assess whether development can be supported on all the lots;

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**PART "B" – PROJECT INFORMATION**

- A review of well records for groundwater information on the existing wells in the subdivision and if possible, obtaining samples from the 3 or 4 existing wells for laboratory analysis using the subdivision suite criteria;
- A review of well records in the area for flow data;
- Prepare a lot servicing plan for private services assuming conventional wells and septics will be used; and
- Prepare a lot servicing plan for private services assuming constraints are placed on the services (e.g., incinerating toilets, well storage capacity, etc.).

**5. Proposal**

The proposal shall include:

- (a) an overview of the proposed methodology;
- (b) names of the key personnel to be assigned with resumes outlining qualifications and experience;
- (c) relevant experience of key personnel and the firm in conducting official plan reviews of the nature set out herein;
- (d) names and contact information for a minimum of three (3) references who can attest to the Consultant's performance on similar assignments;
- (e) project schedule with relevant milestone dates identified; and,
- (f) project costing which shall include an upset limit (fees and disbursements) including the hourly rates for the assigned staff.

**6. Project Timing**

DESCRIPTION	PROJECTED DATE
Request for Quotation Issued	Tuesday, September 14, 2021
RFQ's due Township Municipal Office	Noon Thursday, October 7, 2021
Award Notification	Wednesday, October 20, 2021
Project Completion	No later than November 19, 2021

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**PART "C" – PROJECT EVALUATION**

**1. Submission Instructions**

This RFP is to be divided into two components - Proposal and Financial.

The Bidder shall submit, one electronic copy, in PDF format, of both components saved as separate files.

Bidders are required to prepare their submission as follows:

**Component 1 – Proposal**

Shall be a response to Part “B” – Project Information including any appendices, a cover letter and a table of contents. The Proposal shall not exceed eight (8) single-sided letter size pages in a minimum 12-point font including spreadsheets, which can be submitted in 11 x 17 format and shall count as one (1) page. Appendices such as detailed résumés and level of effort tables (excluding prices) may also be included and do not count towards the maximum number of pages. Component 1 shall also include the following as appendices:

1. Appendix “A” – Declaration
2. Appendix “C” – Bidders Checklist
3. Appendix “D” – Accessibility Declaration
4. Health and Safety Policy – 2021
5. WSIB Clearance

**Component 2 - Financial**

Shall be the Bidder’s financial offer and should correspond with the Bidder’s proposed schedule and each phase of the project. This section shall provide a breakdown of costs for each phase and contain the following:

1. Appendix “B” – Financial Offer

It is requested that pricing information not be included within Component 1 of the submission.

**2. Evaluation and Selection Methodology**

Proposals will be evaluated in accordance with the steps identified below. Bidders are required to address each requirement in sufficient depth in their submission to permit a full evaluation of their Proposal. The onus is on the Bidder to demonstrate that it meets the requirements specified in this RFP.

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**PART "C" – PROJECT EVALUATION**

The Township will evaluate the submission solely on the documentation provided as part of the Proposal. References in the submission to additional information not submitted as part of the Proposal, such as a website address where additional information can be found, will not be considered in the evaluation of the Proposal.

Assessment of the Proposal submissions will commence after the RFP closing date.

**3. Conduct of Evaluation**

In conducting its evaluation of Proposals, the Township may, but will not be obligated to do the following:

- Seek clarification or verification from the Bidder regarding any or all information provided by them with respect to this RFP;
- Contact any or all references supplied by the Bidder to verify and validate any information provided by them;
- Request specific information with respect to the Bidder's legal status;
- Conduct a survey of the Bidder's financial capabilities to determine if they are adequate to meet the requirements of this RFP.

Bidders will be given a specific number of days by the Township to comply with any request related to any of the above items. Failure to comply with the request may result in the Proposal being declared non-responsive.

**4. Evaluation Team and Process**

An evaluation team comprised of Township officials will review all Proposals received and score the Proposals using a consensus approach in relation to the requirements and points that are identified herein. The Township reserves the right to engage professional external or subject matter experts to assist with the evaluation process.

By submitting a Proposal, the Bidder agrees to be bound by the process set out in this RFP regarding the evaluation of Proposals.

Step	Evaluation Stage Description	Weighting
1	Evaluation against Rated Requirements	70
2	Evaluation of Financial Offers	30
	Total Points Available	100

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**PART "C" – PROJECT EVALUATION**

The following must be provided in the Proposal for Consideration:

Project Schedule	Pass/Fail
Completed Declaration (Appendix "A")	Pass/Fail
Health and Safety Policy (Part "A" - #9)	Pass/Fail
WSIB Certificate of Clearance (Part "A" - # 9)	Pass/Fail
Accessibility Declaration (Part "A" - # 10)	Pass/Fail
Financial Appendix "B"	Pass/Fail

**Step 1 – Evaluation Against Rated Requirements (70 points)**

Proposals will be evaluated and scored in accordance with the rated requirements of this RFP and the following Scoring Guide:

Detailed Work Plan Evaluation	Point Allocation
Firm's Qualifications and Experience on Similar Assignments	5
Project Team's Experience	10
Project Understanding	10
Work Plan, Methodology and Quality Assurance Plan	35
Project Schedule	10
<b>TOTAL:</b>	<b>70</b>

Bidders are required to achieve a minimum of 49.0 (70%) on the overall rated requirements. Failure to achieve the minimum score will render a Proposal non-responsive and will be given no further consideration.

**Step 2 – Evaluation of Financial Proposals (30 points)**

Only Proposals meeting all the requirements detailed in Step 1 will be considered at this point.

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Proposals will be evaluated for the "Proposal Fee" portion based on the following:

The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (30). All higher fees proposed shall be awarded points, rounded to the closest full point for the portion of the evaluation by the following:

$$\text{Awarded Price Points} = \left( \frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)}$$

For example: if the low fee is \$100,000, 2nd low fee is \$120,000 and 3rd low fee is \$200,000 their respective scoring would be as follows:

- a) The Bidder with the low fee of \$100,000 would be awarded 30 Points.
- b) The Bidder with the 2nd low fee of \$120,000 would be awarded points as follows:

$$\begin{aligned} \text{Awarded Price Points} &= \left( \frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)} \\ &= \left( \frac{\$100,000}{\$120,000} \right) \times 30 \\ &= 25 \end{aligned}$$

- c) The Bidder with the 3rd low fee of \$200,000 would be awarded points as follows:

$$\begin{aligned} \text{Awarded Price Points} &= \left( \frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)} \\ &= \left( \frac{\$100,000}{\$200,000} \right) \times 30 \\ &= 15 \end{aligned}$$

- d) This formula would be applied to the balance of proposals received.

**Step 3 – Due Diligence**

The Township, at its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of a Proposal. The Township may seek clarification of any of the elements contained in the Proposal and contact the project references in order to confirm the information provided. Bidders are expected to cooperate in providing clarification on any of the components of their Proposal. Proposals that fail to satisfy the due diligence phase shall not be given any further consideration.

Bidders may be required, and shall diligently do so if requested by the Township, to furnish supplemental information concerning their Proposals. Generally, diligently shall mean within 48 hours of such notice given by the Township.

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**PART "C" – PROJECT EVALUATION**

**Step 4 – Selection of Successful Bidder**

The evaluation team intends to recommend Proposals for authorization on the basis of “best value” to the Township, as determined by Proposals having met and passed all the preceding steps, meaning:

- achieves an overall evaluation score which meets or exceeds the Rated Requirements threshold, as outlined in Step 1;
- have passed the Financial Offer evaluation, as outlined in Step 2;
- scored the highest awarded points after adding the points awarded in Step 1 to the points awarded in Step 2 and,
- have passed the Due Diligence evaluation, as outlined in Step 3.

**Step 5 – Award**

Following the selection of a Successful Company, authorization of the Contract will be made in accordance with the provisions of the Township’s Procurement Policy.

**Step 6 – Debriefing**

Bidders are entitled to request a debriefing from the Township of how their submission was evaluated. Debriefing sessions will be scheduled by the Project Manager following Step 5 of the evaluation process. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback to a Bidder. A debriefing session will only involve a review of how the Township considered and evaluated a particular Bidder’s Proposal and will not include disclosure of any aspects of the Township evaluation of other Proposals received from other Bidders.

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
REQUEST FOR PROPOSAL  
HYDROGEOLOGICAL REVIEW**

**APPENDIX "A" – DECLARATION**

1. I, \_\_\_\_\_, of \_\_\_\_\_,  
**DECLARE** that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this submission or in the Contract proposed to be taken.
2. **I FURTHER DECLARE** that this Proposal is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a submission for the same project and is in all respects fair and without collusion or fraud.
3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of The Corporation of Tay Valley Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that several matters stated in the said Proposal are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposal document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services for the prices stated.
6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.
7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposal by the Township shall be an acceptance of this Proposal.
9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Requests for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Township the difference between this Request for Proposal and any greater sum which the said Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Request for Proposals; and to indemnify and save harmless the said Township and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.
10. **I FURTHER DECLARE** that Addendum/Addenda No. \_\_\_\_\_, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Name of Signing Authority for  
Contract (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
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**APPENDIX “B” – FINANCIAL**

The Bidder offers to provide the services noted within this Proposal package and identified tasks, and as further detailed in the Company’s proposal, to the acceptance of the Township for the following Upset Cost Limit.

<b>Professional Fees</b>	<b>Disbursements</b>	<b>Total Cost (excluding HST)</b>
\$	\$	\$

In addition to this summary, the Bidder is required to provide a detailed price breakdown by major tasks with the Proposal. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classifications.

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
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**APPENDIX “C” – CHECKLIST**

To be submitted as part of the RFQ.

1. Completed Declaration (Appendix “A”)
2. 2021 Health and Safety Policy – Part “A” (#9)
3. WSIB Certificate of Clearance – Part “A” (#9)
4. Accessibility Declaration – Part “A”/Appendix “D” (#10)

To be submitted upon Contract award.

Insurance Requirements – Part “A” (#16)

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
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**APPENDIX “D” – ACCESSIBILITY EXAMPLE**

**[COMPANY LETTERHEAD]**

To: The Corporation of Tay Valley Township

From: [Company Name]

[DATE]

[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations.

[SIGNATURE]

[NAME]

[POSITION]

[CONTACT INFORMATION]

[COMPANY]