

NOTICE

**Submissions for this solicitation process will
only be received through [MERX.com](https://www.merx.com)**



LRT Stage 2 Procurement Lessons Learned

**Request for Proposals
RFP No. 32320-96258-P01**

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SECTION ONE – INFORMATION AND INSTRUCTIONS

1.1 Requirement

1.1.1 The City of Ottawa, hereinafter referred to as the City, is seeking proposal submissions to provide professional services to undertake a ‘Lessons Learned’ exercise on the Stage 2 Light Rail Transit Project Procurement Process, building on the recommendations in the Auditor-General’s November 26, 2019 report titled, “Audit of Stage 2 Light Rail Transit (LRT) Project Procurement”, as well as options to strengthen any of the following key public procurement principles: Transparency, Integrity, Value for Money, Openness, Fairness, Competition and Accountability, such that the work is completed in time for the Stage 3 procurement process, as further described in Annex A – Terms of Reference and the associated appendices.

1.2 Restricted Parties

1.2.1 Restricted Parties (including their former and current employees) are those who were involved with Stage 2 City of Ottawa light rail procurement.

1.2.2 Restricted Parties are not eligible to advise any Proponent in regard to this RFP and must not participate as an employee, advisor, consultant or member of any Proponent.

1.2.3 The City may, in its sole discretion, disqualify a Proponent who uses in any manner or who includes a Restricted Party in their Proposal. The onus is on the Proponent to ensure that it does not use or include any Restricted Party.

1.2.4 Neither the City nor any of its employees, advisors and representatives is liable to any Proponent for any claims, whether for costs for preparation of the Proposal, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for use or inclusion of Restricted Parties in any Proposal.

1.3 Availability of Document

1.3.1 Copies of this Request for Proposal (“RFP”) are available from the MERX Distribution Unit, telephone 1-800-964-6379 or via the Internet at www.merx.com. MERX is the official and sole distributor of this RFP and any addenda. If a Proponent obtains this document by means other than through MERX, the accuracy of the document and receipt of any addenda are the sole responsibility of the Proponent. The City relies on the electronic MERX advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.

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1.4 Proposed Period of Contract(s)

1.4.1 The proposed period of contract will be from the date of award to the date the deliverables have been reviewed and accepted by the City taking into consideration the key dates outlined in the scope of work.

1.5 Inquiries and Addenda

1.5.1 Inquiries:

All inquiries and questions regarding this RFP must be submitted online through **www.merx.com**, no later than the date outlined in Article 1.9 – Proposed Schedule of Events. The Contracting Authority will provide answers to inquiries to all Proponents by written addenda throughout the question and answer period without naming the source of the inquiry. The final addendum will be released no later than the date outlined in Article 1.9 – Proposed Schedule of Events. It is the responsibility of the Proponents to confirm that the Contracting Authority has received their inquiries. Should the MERX system not accept the inquiry, bidders may contact the Contracting Authority by email. Bidders should include the solicitation number in the subject line.

1.5.2 Contracting Authority:

Mike Byrne
Supply Services, Innovative Client Services Department
100 Constellation Drive
4th Floor, West Tower
Ottawa, ON K2G 6J8
Telephone: 613-580-2424 ext. 15366
E-mail: Mike.Byrne@ottawa.ca

1.5.3 Project Authority:

Joanne Graham
Manager, Procurement, Innovative Client Services Department

1.6 RFP Order of Precedence

1.6.1 The documents listed below form part of this Request for Proposal and will be incorporated into any resulting contract. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list, the wording of the document which first appears on the list shall prevail.

Description
ISSUED ADDENDA

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REQUEST FOR PROPOSAL
ANNEX A – TERMS OF REFERENCE
ANNEX B – RATED REQUIREMENTS
ANNEX C – FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT
ANNEX D – SUPPLEMENTAL CONDITIONS
ANNEX E – GENERAL TERMS AND CONDITIONS

1.7 Rights Reserved

- 1.7.1 Notwithstanding anything to the contrary in this RFP and without limiting any rights the City may reserve elsewhere in this RFP or may otherwise have at law, the City reserves the following rights, any or all of which the City may elect to exercise, at any time, in its sole and absolute discretion:
- 1.7.1.1 Accept or reject any or all proposals submitted in response to this RFP;
 - 1.7.1.2 Cancel, modify or suspend this RFP process at any time prior to or after the closing date;
 - 1.7.1.3 Cancel this RFP process at any time prior to or after the closing date, and issue a new RFP for the same or similar deliverables;
 - 1.7.1.4 Disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
 - 1.7.1.5 Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
 - 1.7.1.6 Reject bids from companies convicted of corruption, collusion, bid-rigging, or any other anti-competitive activity unless they have received a pardon;
 - 1.7.1.7 Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
 - 1.7.1.8 Select any proponent other than the proponent whose proposal reflects the lowest cost to the City or the highest overall score;
 - 1.7.1.9 Verify with any proponent or with a third party any information set out in a proposal;
 - 1.7.1.10 Request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;

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- 1.7.1.11 Waive formalities, technical defects, irregularities and omissions contained in a proposal and accept proposals which substantially comply with the requirements of the RFP;
 - 1.7.1.12 Inspect any or all proponent's equipment, certificates, references, financial or staffing capacity etc., prior to or after contract award as applicable to the deliverables included as part of this RFP;
 - 1.7.1.13 Should the City receive no compliant proposals, the City may reissue the RFP or may negotiate a contract with a proponent who has submitted a non-compliant proposal;
 - 1.7.1.14 Conduct contractual negotiations with a preferred proponent prior to the finalization or execution of a contract with that proponent;
 - 1.7.1.15 Terminate failed contract negotiations with a preferred proponent, without liability, and negotiate with the next highest ranked proponent;
 - 1.7.1.16 If, after any resulting contract is awarded, the City terminates it for any reason within six (6) months, even if the bid validity period has passed, the City may, at its option, request the next highest ranked proponent if its proposal remains open for acceptance and to award a contract to the next highest ranked proponent if it confirms that its proposal remains valid.
- 1.7.2 All proposals received become the property of the City.
- 1.7.3 Under no circumstances shall the City be responsible for any costs incurred by any proponent related in any way to its participation in any stage of the procurement process, including, but not limited to, costs of preparation, negotiation and/or provision of any additional information respecting its proposal, and/or costs incurred as a result of attending meetings with City staff.
- 1.7.4 This RFP does not commit the City to award a contract.

1.8 Proponent's Investigations and Responsibilities

- 1.8.1 By submitting a Proposal in response to this RFP, the Proponent shall have certified to the City that:
- 1.8.1.1 It has carefully examined the RFP documents and has a clear understanding of services required by the City as described in this RFP.
 - 1.8.1.2 It is in good standing with its creditors and financial institutions and is financially able to perform and meet any and all duties, liabilities

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and obligations as may be required of it under any agreement/contract resulting from this RFP.

1.8.1.3 It has been afforded the full opportunity to make any and all investigations relative to the terms and conditions set out within this RFP understanding that it is the City's intent that these form the basis and circumstances under which a contract will be performed.

1.8.1.4 It has put forth all of its comments and/or questions with respect to this RFP over the period that inquiries were allowed for and affirms its agreement that the City has adequately responded to these concerns or questions in one matter or another either through direct response or through published Addenda.

1.8.1.5 It will not, except as provided for in the City's General Terms and Conditions, make any claims for extra compensation, damages or extension of time for completion from the City based on any alleged misunderstanding of this RFP or because of any lack of information concerning, or alleged misrepresentation of, the terms and conditions as set forth in this RFP.

1.9 Proposed Schedule of Events

1.9.1 The following dates could be subject to change at the City's sole discretion.

Event	Date and Local Time
RFP release date	Tuesday, 21 April 2020
Deadline to submit questions to RFP	Tuesday, 05 May 2020
Last day for issuance of Addenda	Tuesday, 12 May 2020
RFP closing date	Wednesday, 20 May 2020 – 3:00pm

1.10 Disclosure of Information

1.10.1 Proponents must not disclose any details pertaining to their RFP Submission to anyone not specifically involved in their submission without prior written approval of the City.

1.10.2 Proponents shall not issue a news release or other public announcement pertaining to details of the RFP, their RFP Submission, or the selection process, without the prior written approval of the City.

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1.11 No Lobbying

1.11.1 Proponents and/or Team Members and advisors must not engage in any form of political or other lobbying whatsoever with respect to the services in this RFP or seek to influence the outcome of the RFP process. In the event of any such lobbying, the City, at its sole discretion may at any time disqualify a Proponent or reject any submission by a Proponent without further consideration. All correspondence or communication by Proponents must be directed to the Contracting Authority.

1.12 Follow-On Contracts:

1.12.1 The City reserves the right to award subsequent phases of the project to the Contractor, and fees for any follow-on contracts shall be based on the same unit or per diem rates proposed under this RFP. A sliding discount of a minimum of five percent (5%) shall be applied to hourly or other unit rates proposed under this RFP.

1.13 Municipal Freedom of Information and Protection of Privacy Act

1.13.1 The City is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended (“MFIPPA”) with respect to information under its custody and control. Accordingly, all documents provided to the City by respondents pursuant to this RFP may be available to the public unless the party submitting the information requests that it be treated as confidential.

1.14 Procurement By-law Bid Irregularities

1.14.1 This RFP shall be governed by the City of Ottawa Procurement By-law No. 50 of 2000. Bid irregularities will be dealt with in accordance with Schedule “A” of the Procurement By-Law.

1.14.2 The Procurement By-law can be accessed at the following link:

<http://ottawa.ca/en/business/doing-business-city/purchasing/purchasing-law>

1.15 Conflict Matters

1.15.1 Any Proposal is subject to disqualification if, in the City’s sole discretion, the current or past corporate or other interests of any Person named in the Proposal might, in the City’s sole opinion, give rise to an actual, potential or perceived conflict of interest in connection with the Work, and if a suitably qualified alternative Person cannot be nominated by the Proponent within five days of being notified by the City of the potential disqualification of the

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Proposal due to the perceived, actual or potential conflict of interest.

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SECTION TWO – PROPOSAL SUBMISSION REQUIREMENTS

2.1 Submission of Proposal

2.1.1 All Proposals submitted in response to this solicitation shall be submitted electronically through the City's e-procurement system provided by MERX. Proponents are advised to contact MERX directly for electronic bid submission assistance. Proposals submitted in hard copy and/or through fax or email will not be accepted or considered.

2.1.2 Proposals shall be received NO LATER THAN 3:00 P.M. LOCAL TIME ON **Wednesday, 20 May 2020**. Proposals received after the above due date and time will not be considered.

2.2 Proposal Preparation and Submission Instructions

2.2.1 Proposals should be divided into two sections:

- Section 1: The Rated Requirements submission; and
- Section 2: The Financial Proposal

2.2.2 The following File Naming Conventions should be used when submitting electronically.

Section 1: The Rated Requirements submission:

32320-96258-P01 Technical Firm'sName;
e.g. 32320-96258-P01 Technical ABCCompany.

Section 2: The Financial Proposal:

32320-96258-P01 Financials Firm'sName;
e.g. 32320-96258 Financials ABCCompany.

2.2.3 It is requested that pricing information not be included in any section of the submission other than the Financial Proposal section of your proposal.

2.3 Proposal Content – General

2.3.1 Legal Name and Status

The proposal shall state the correct legal name and legal status of the proposing entity and the correct mailing address.

2.3.2 Proponent Contact

The name, telephone number and email address of the representative who may be contacted for clarification or other matters relating to the proposal should be provided.

2.3.3 Content

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The proposal should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. A lack of conciseness will directly affect a proponent's score and will be considered a weakness in any area of a response which lacks adequate consideration to this request.

The proposal should not simply rephrase or restate the requirement but rather should provide convincing rationale to address how the Proponent intends to meet the stated requirements. Proponents shall assume that the evaluation team has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the proposal.

Proposals should be submitted in a professional format, including a table of contents. Proposals should address the RFP using the same numbering system as set forth in this RFP. Proposals should include the use of accurate reference tabs, if necessary.

2.4 Proposal Content – Financial Proposal

- 2.4.1 Proponents are requested to submit their Financial Proposals following the format for pricing prescribed by the City under Annex C – Financial Proposal and Contractual Acknowledgement.
- 2.4.2 All prices referenced in the proposal must be in Canadian funds.

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SECTION THREE – EVALUATION AND SELECTION METHODOLOGY

3.1 General Evaluation and Selection Methodology

3.1.1 Proposals will be evaluated in accordance with the rated requirements identified below. Proponents are required to address these requirements in sufficient depth in their proposals to permit a full evaluation of their proposal. The onus is on the Proponent to demonstrate that it meets the requirements specified in this solicitation.

3.1.2 The City of Ottawa will evaluate the Proposal only on the documentation provided as part of the Proposal. References in a Proposal to additional information not submitted with the Proposal, such as website addresses where additional information can be found, will not be considered in the evaluation of the Proposal.

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

3.2 Conduct of Evaluation

3.2.1 In conducting its evaluation of Proponents' Proposals, the City of Ottawa may, but will have no obligation to do the following:

3.2.1.1 Seek clarification or verification from Proponents regarding any or all information provided by them with respect to the solicitation;

3.2.1.2 Contact any or all references supplied by Proponents to verify and validate any information submitted by them;

3.2.1.3 Request, before award of any contract, specific information with respect to Proponent's legal status;

3.2.1.4 Conduct a review of Proponents' financial capabilities to determine if they are adequate to meet the requirements of the solicitation;

3.2.1.5 Correct any error in the extended pricing of Proposals by using unit pricing and any error in quantities in the Proposals to reflect the quantities stated in the solicitation.

3.2.1.6 Interview, at the sole cost of the Proponents, any Proponents and/or any or all of the resources proposed by Proponents to fulfill the requirement of the solicitation.

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3.2.2 Proponents will have the number of days specified in the request by the Contracting Authority 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.

3.3 Evaluation Team

3.3.1 An evaluation team comprised of City staff, facilitated by Supply Services, will review all proposals received and score the proposals using a “consensus” approach. The City reserves the right to engage professional external or internal consultants to assist it with the evaluation process.

3.4 Steps in the Evaluation and Selection Process

3.4.1 By submitting a proposal, the Proponent agrees to be bound by the process set out in this solicitation regarding the conduct of this solicitation and the evaluation of proposals.

3.4.2 While there are several steps identified, the fact the City has proceeded to a later step shall not necessarily mean that the City has conclusively determined that the Proponent has passed all of the preceding steps. The City reserves the right to conduct steps of the evaluation in parallel or concurrently.

Step	Evaluation Stage Description	Weighting
1	Evaluation against Rated Requirements	70 evaluation points
2	Evaluation of Financial Proposals	30 evaluation points
3	Due Diligence	N/A
4	Selection of the Preferred Proponent	N/A
5	Debriefing	N/A
6	Negotiations/Contract Finalization	N/A
7	Contract Approval	N/A
	Total points available	100 evaluation points

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3.5 Step One – Evaluation against Rated Requirements (70 evaluation points)

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

Percentage of possible score	Rating Criteria	Description
100%	Response is excellent	The City has determined that the Proponent's response to the rated requirement is excellent. <i>For example, all specified factors of the requirement have been addressed in persuasive detail.</i>
85%	Response is very good	The City has determined that the Proponent's response to the rated requirement is very good. <i>For example, most specified factors of the requirement have been addressed to varying degrees with some addressed minimally.</i>
70%	Response is satisfactory	The City has determined that the Proponent's response to the rated requirement is satisfactory. <i>For example, the specified factors of the rated requirement meet the basic requirements.</i>
50%	Response is less than satisfactory	The City has determined that the Proponent's response to the rated requirement is unsatisfactory. <i>For example, the specified factors of the requirement have been addressed minimally or nominally.</i>
30%	Response is poor	The City has determined that the Proponent's response to the rated requirement is poor. <i>For example, the response does not address many of the specified factors of the requirement, or the Proponent did not provide any substantiating documentation or evidence in support of its response.</i>
0%	Not Responsive, Not Relevant or Not Discussed.	The City has determined that the Respondent's response to the rated requirement does not address the required minimum information. <i>For example, the response does not address the mandatory requirements set out in the evaluation criteria.</i>

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3.5.2 A summary of the Rated Requirements is provided below:

Item No.	Requirement	Maximum Points
R.1	Experience of the Proponent	20
R.1.1	Company Profile	0
R.1.2	Relevant Project Example 1	12
	Relevant Project Example 2	5
	Relevant Project Example 3	3
R.2	Experience and Qualifications of Lead Consultant and Key Team Members	35
R.2.1	Lead Consultant	20
R.2.2	Key Team Members	15
R.3	Proposed Work Plan, Schedule and Level of Effort	15
R.3.1	Work Plan and Schedule is Thorough and Realistic	5
R.3.2	Level of Effort is Appropriate	10
	TOTAL	70

3.5.3 Proponents are required to achieve a minimum score of 70% on the overall rated requirements as defined by Annex B – Rated Requirements. Failure to achieve the minimum score will render a proposal non-responsive and will be given no further consideration.

3.6 Step Two – Evaluation of Financial Proposals (30 evaluation points)

3.6.1 A summary of the Financial Requirements is provided below:

Item No.	Requirement	Maximum Points
C.1	Total Firm Price	30
	TOTAL	30

3.6.2 Only Proposals meeting all of the requirements detailed in the preceding Steps will be considered at this point.

3.6.3 Points will be awarded based on the percentage difference between the Proponent’s financial offer and the lowest responsive financial offer. The lowest responsive financial offer will receive the full awarded points and other financial offers will be allocated points pro-rata to the extent they exceed the lowest responsive financial offer. The formula used to calculate the awarded points as well as an example is provided below.

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$$\text{Full points} - \left[\frac{(\text{Financial Offer}) - (\text{Low Cost Responsive Offer})}{(\text{Low Cost Responsive Offer})} \right] \times \text{Full Points} = \text{Awarded Points}$$

Example: One Proponent's financial offer is \$100 and the lowest responsive financial offer is \$99. The lowest responsive financial offer would be awarded the full points (30 points in this example) while the Proponent that offered \$100 would be awarded 29.70 points.

$$30 - \frac{(\$100.00 - \$99.00)}{\$99.00} \times 30 = 29.70 \text{ awarded points}$$

If the application of this formula results in a negative score for any proponent, a score of zero will be given.

- 3.6.4 Financial proposals should be submitted in the form attached as in Annex C – Financial Proposal and Contractual Acknowledgement. Where an estimated volume of service has been identified, it is for the sole purpose of comparing proposals only. While this estimated volume of services has been carefully prepared in light of past and anticipated future requirements, the City is not bound by the estimate provided.

3.7 Step Three – Due Diligence

- 3.7.1 The City, at its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of a Proponent's Proposal. The City may seek clarification of any of the elements contained in the Proposal and contact the people named as the project references in order to confirm the information provided. Proponents are expected to cooperate in providing clarification on any of the components of their Proposal. Proposals that fail to satisfy the due diligence phase will not be given any further consideration.

- 3.7.2 Proponents may be required, and shall diligently do so if requested by the City, to furnish supplemental information concerning their Proposals. Generally, diligently shall mean within forty-eight (48) hours of such notice being given by the City.

3.8 Step Four – Selection of the Preferred Proponent

- 3.8.1 The City intends to recommend the award of contract on the basis of "best overall value" to the City as determined by the proposal which:

- Achieves an overall evaluation score which meets or exceeds the Rated Requirements threshold;

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- Has completed Annex C – Financial Proposal and Contractual Acknowledgement; and
- Achieves the highest combined score in the evaluation of the Rated Requirements Proposal and Financial Proposal.

3.8.2 See Article 3.4 – Steps in the Evaluation and Selection Process for the breakdown of the points for the basis of selection.

3.8.3 The City reserves the right to clarify any contractual term; however, any substantial non-conformity in the proposal, as determined by the City, shall be deemed non-responsive and the proposal rejected.

3.9 Step Five – Negotiations/Contract Finalization

3.9.1 The City reserves the right to enter into negotiations with the Preferred Proponent regarding any and all aspects of their Proposal. The City is under no obligation whatsoever to enter into negotiations with either the Preferred Proponent, or any other Proponents who respond to this RFP.

3.9.2 Should negotiations with the Preferred Proponent fail to result in the formalization of an agreement, the City may, in its sole and absolute discretion, enter into negotiations with the second ranked Proponent. Should those negotiations fail, the next ranked Proponent may be invited to participate in negotiations. This sequence could continue until either an agreement is finalized or the City decides not to proceed with the project.

3.10 Step Six – Debriefing

3.10.1 Proponents are entitled to request a debriefing from the City of how their submission was evaluated. Debriefing sessions will be scheduled by the Contracting Authority following Step Five of the evaluation process. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback to a Proponent. A debriefing session will only involve a review of how the City considered and evaluated a particular Proponent's proposal and will not include disclosure of any aspect of the City's evaluation of other proposals received from other Proponents.

3.11 Step Seven– Contract Approval

3.11.1 Following the selection of the Preferred Proponent, a budget and contract award recommendation will be made to Committee and City of Ottawa Council.

3.11.2 Once all the preceding steps have been completed it is the City's intent to issue a Purchase Order to the Preferred Proponent.

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3.11.3 The Preferred Proponent shall thereafter be known as the Contractor.

3.12 Conditions Precedent to Contract Award

3.12.1 The Preferred Proponent recommended for award must meet the following provisions as pre-conditions of entry into contract:

3.12.1.1 Complete, sign, and submit the Contractual Acknowledgement form attached as part of Annex C to the RFP.

ANNEX A TERMS OF REFERENCE

ANNEX A – TERMS OF REFERENCE

Scope of Work:

The scope of work is outlined in:

- The Finance and Economic Development Committee report dated 09 March 2020:
<<https://app05.ottawa.ca/sirepub/cache/2/s0ewqqt0e5u3e0z5doly5t3w/63106704202020100607753.PDF>>;
- The Special Meeting of Finance and Economic Development Committee meeting minutes dated 09 March 2020, link to be added by way of addendum; and,
- Special Ottawa City Council Disposition 31 dated 08 April 2020:
<<https://ottawa.primegov.com/portal/#/file?meeting=7873&type=summary%20--%20compile&name=City%20Council-4%2F8%2F2020.pdf&ext=pdf>>.

Reference material includes:

- Auditor General Annual Report Tabled at Audit Committee on 26 November 2019:
<https://documents.ottawa.ca/sites/documents/files/annrep19_fnl_en.pdf>
- The Special Meeting of Finance and Economic Development Committee meeting YouTube video 09 March 2020, relevant discussion starts at the 1:20 mark of the video.
< <https://www.youtube.com/watch?v=2-XOv0r9N4M>>

For ease of reference the City has attached relevant excerpts of the reports and meeting minutes in the follow appendices:

- Appendix III: LRT STAGE 2 PROCUREMENT LESSONS LEARNED SCOPE
- Appendix IV: Excerpt from Special Meeting of Finance and Economic Development Committee – 09 March 2020 meeting minutes – to be added by way of addendum.
- Appendix V: Excerpt from SPECIAL OTTAWA CITY COUNCIL DISPOSITION 31(18. LRT STAGE 2 PROCUREMENT LESSONS LEARNED SCOPE)
- Appendix VI: Excerpt from Office of the Auditor General – Annual Report dated 26 November 2019

**ANNEX B
RATED REQUIREMENTS**

ANNEX B – RATED REQUIREMENTS

Item	Rated Requirement	Maximum Points
R.1	Experience of the Proponent	20
R.1.1	Company Profile	0
<p>Proponents should provide a profile and relevant company history of the Proponent including the length of time the firm has been in business as presently organized.</p>		
R.1.2	Relevant Project Example 1	12
	Relevant Project Example 2	5
	Relevant Project Example 3	3
<p>Proponents should list three relevant projects of your firm’s experience developing lessons learned or similar reports with a focus on demonstrating experience in decision making with municipal bylaws and governance processes, public agency procurement processes, Infrastructure Ontario P3 or other similar public procurement agency contract templates, and with large scale linear infrastructure procurement projects.</p> <p>Proponents should submit their relevant project experience in accordance with the maximum number of points available per project. For instance, proponents should submit their most relevant project as Project Example 1 and least relevant project as Project Example 3, as outlined in APPENDIX I.</p> <p>Proponents should complete the Form provided in APPENDIX I – PROJECT DESCRIPTION FORMS, to respond to this Rated Requirement, being sure to provide the following information for each project: project title, client name and location, project overview, Proponent’s role, project complexity, methodology, overall budget and duration. Client reference and contact information should be provided for each project description. The City reserves the right to contact project references to verify information provided.</p> <p>The City will only evaluate three examples. If more than three project examples are provided, only the first three will be evaluated.</p>		
R.2	Experience and Qualifications of Lead Consultant and Key Team Members	35
R.2.1	Lead Consultant	20
<p>Proponents should identify the proposed Lead Consultant, and describe two recent project examples that demonstrate the proposed Lead Consultant’s relevant experience as it relates to the Statement of Work which should include, but not be limited to, the following:</p>		

**ANNEX B
RATED REQUIREMENTS**

<ul style="list-style-type: none"> • Decision-making experience with municipal bylaws and governance processes • Public agency procurement processes, • Infrastructure Ontario P3 or other similar public procurement agency contract templates, • Large scale linear infrastructure procurement projects, • Proven report writing, presentation capabilities and experience working with elected representatives at the Federal/Provincial and Municipal levels. <p>Proponents should complete the Form provided in Appendix II – Key Team Member Description Form, to respond to this rated requirement.</p>		
R.2.2	Key Team Members	15
<p>Proponents should identify the relevant experience and qualifications of its key team members. Proponents should ensure that all relevant job classifications are documented. As a minimum, each team member should have at least five years of proven experience dealing with projects of similar complexity and magnitude.</p> <p>Proponents should complete the Form provided in Appendix II – Key Team Member Description Form, to respond to this rated requirement.</p>		
R.3	Proposed Work Plan, Schedule and Level of Effort	15
R.3.1	Work Plan and Schedule is thorough and realistic	5
<p>Proponents should concisely describe their work plan and schedule by including a breakdown of the major tasks and deliverables associated with this project.</p>		
R.3.2	Level of Effort is appropriate	10
<p>Proponents should concisely describe their level of effort for each individual team members in sufficient detail to allow a complete understanding as to how and by whom the assignment is to be carried out. The level of effort presented should be expressed in hours, not days.</p> <p>Note: That although the “person day allocations” are often included within the sealed financial proposal, the City prefers that a copy, without financial details such as per diem rates, be included in your service proposal, so that the level of effort can be clearly determined and may be evaluated at this stage.</p>		
Total		70

ANNEX C
FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT

ANNEX C – FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT

C.1 Professional Services:

The Proponent offers to provide the services detailed in Annex A, and as further detailed in the Proponent’s proposal, to the acceptance of the Project Authority for the following Total Professional Services Price (Excluding HST).

Item #	Professional Services – TABLE 1	Amount \$
C.1	Total Firm Price	\$

The Proponent is required to provide a detailed price breakdown by task showing the major components of the assignment, with their proposal submission. The breakdown should include the specific activities planned, the timing, and the associated level of effort by individual or classification for which the Proponent will seek payment. Also include the hourly or per diem rate applicable to the team members.

Notes:

- a) Reimbursable costs shall be restricted to the costs as detailed under either:
Hourly or Monthly Billing Rate.
- b) Hourly Billing Rate - the price in dollars per hour, which shall be full compensation for the employee’s wages, payroll burden, and profit.
- c) Head Office and Site Office Expenses means any costs incurred that are not directly related to the Hourly Billing Rate, but necessary for the carrying out of the Construction Administration Services.
- d) Any material testing required to be performed by the Contractor under this RFP will be reimbursed as a disbursement.

C.2 Method of Payment:

Milestone payments shall be made for the **Total Firm Price for Professional Services** based on stated deliverables following receipt and acceptance of the deliverable and an invoice by the Project Authority. The invoice should include a breakdown by each major task and progress made to the date of the invoice.

C.3 Prompt Payment Discount:

In the absence of a prompt payment discount, the City will pay all invoices on a Net 30 basis meaning payments will be made by the City within thirty (30) calendar days

ANNEX C
FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT

of receipt and acceptance of the invoice, or the receipt and acceptance of the goods or services, whichever is later.

Proponents are encouraged to offer a cash discount for prompt payment which **WILL** be taken into consideration in the award of contract provided that the minimum number of calendar days for payment is **fifteen (15)**. Should a prompt payment discount be offered that is not in accordance with this condition, the discount will not be taken into consideration in the award of contract however the discount may be claimed by the City in return for processing payment within the stated time frame.

Where prompt payment terms are offered, the following conditions apply:

- The discount must be included in the contract and shown on the vendor's invoice;
- The invoice must be submitted electronically to the email address specified on the purchase order in one of the following document formats:
 - i) TIFF (Black and White and minimum 300 DPI resolution);
 - ii) PDF (PDF v. 1.7 or lower, Black and White, minimum 300 DPI resolution).
- The invoice must be received by the City on the invoice date. The prompt payment period shall commence on the date the City receives the invoice.
- The vendor must register to receive payment by direct deposit. Information regarding how to register is available at the following link:

<http://ottawa.ca/en/business/doing-business-city/accounts-payable>
- The City may require that the amount of the discount be honoured by the vendor should it be found that any of the above-noted conditions were not met.

The Proponent hereby offers a prompt payment discount of _____% if payment is made within _____calendar days following receipt and acceptance by the City of an invoice, or receipt and acceptance of the goods or services, whichever date is later, in the sole opinion of the City.

C.4 Disbursements:

All reasonable and proper expenses incurred by the Contractor shall be reimbursed without any allowance thereon 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 Proponent's submission.)

ANNEX C
FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT

- Local travel (i.e. mileage, parking, etc.) and living expenses within the National Capital Region

In the case of approved travel from outside the City, the Contractor shall be reimbursed for authorized reasonable and proper travel and living expenses incurred by persons directly engaged in the performance of the work, at cost without any allowances thereon for overhead and profit, but not to exceed the limits outlined in Municipal travel and expenditure policies for professional staff, in effect at time of travel.

ANNEX C
FINANCIAL PROPOSAL AND CONTRACTUAL ACKNOWLEDGEMENT

Contractual Acknowledgement:

The Proponent hereby agrees to be legally bound by the provisions of the resulting Contract, including, but not limited to Article 1.5 – Order of Precedence. The Proponent further acknowledges and agrees that the final terms of the resulting Contract with the City will be concluded and become legally binding on both parties upon receipt and acceptance by the Proponent of a Purchase Order issued by the City. The Proponent further agrees that acceptance of the Purchase Order will be deemed to take place five (5) business days after receipt of a Purchase Order, unless the Proponent provides the City with a written objection to, or refusal of, the Purchase Order within the said five (5) business day period.

SIGNED this _____ day of _____

Signature _____ Name and Title (*Print*) _____

I have the authority to bind the Corporation.

Company Name _____

Company Address _____

Telephone No.: _____

E-mail Address _____

MERX Organization Number and Contact Name (if applicable) _____

HST Number _____

**ANNEX D
SUPPLEMENTAL CONDITIONS**

ANNEX D – SUPPLEMENTAL CONDITIONS

1. SUPPLEMENTAL CLAUSES:

1.1 Contract Order of Precedence

The documents listed below will form the contract barring any negotiated changes. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list, the wording of the document which first appears on the list shall prevail.

- I. City of Ottawa Request for Proposal No. 32320-96258-P01 Addenda listed in reverse chronological order
- II. City of Ottawa Request for Proposal No. 32320-96258-P01 issued 12 October 2017.
- III. Successful Proponent's financial proposal and services proposal

1.2 Changes and Additional Services

The City may, with the consent of the Contractor, in writing and at any time before or after the commencement of the Services, extend, increase, vary or otherwise alter the Services, and in such cases the City shall pay the Contractor in accordance with agreed upon rates, either per hour, per diem or fixed costs, as may be determined.

1.3 Locations and Contractor's Office

For the purposes of this Agreement, all Services performed by the Contractor shall be deemed to be performed in the Ottawa office of the Contractor located in the City of Ottawa unless written approval of an alternate location is obtained from the City. All fees and disbursements shall be calculated and invoiced according to the applicable deemed location of the Contractor's office.

1.4 Interim Expenditure Reports and Payment Restriction

The Contractor's total fees and disbursements for the performance of all the Services required under the terms of this Agreement shall not exceed the total amount stated in the Purchase Order.

The total amount specified in the Purchase Order, as well as all applicable taxes payable, shall represent the total amount payable to the Contractor with respect to the supply of any Services or intangible property by the Contractor to the City, or in connection with the supply, transfer or sale of any goods, material or tangible property by the Contractor to the City pursuant to this Agreement. Any changes in taxes payable during the term this Agreement may, in the discretion of the City, either increase or decrease the total amount payable to the Contractor under the terms of this Agreement.

1.5 Insurance

**ANNEX D
SUPPLEMENTAL CONDITIONS**

Without restricting the generality of the Indemnification provisions, and in addition to the insurance requirements set out in the City's General Terms and Conditions found in Annex E, the Contractor shall, during the term of the contract, provide, maintain and pay for:

- I. Automobile Liability Insurance with respect to licensed vehicles owned or leased by the Contractor and used directly or indirectly in connection with the Services contemplated in the Agreement. Such coverage shall have an inclusive limit of not less than five million dollars (\$5,000,000.00) per occurrence for bodily injury; death; and property damage including loss of use thereof; and
- II. Professional Liability Insurance with a policy limit of not less than two million dollars (\$2,000,000.00) each claim. Such insurance shall provide coverage for all errors and omissions made by the Contractor, its partners, officers, directors, and employees. If such coverage is written on a claims made basis, the insurance policy shall be maintained for a period of two (2) years subsequent to the conclusion of Services provided under the Agreement, or contain a 24-month extended reporting period.

The Contractor shall provide the City with proof, in a form satisfactory to the City, of the insurance required under this section prior to the commencement of work and upon the anniversary date of all applicable policies.

If the City requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Contractor shall endeavour forthwith to obtain such increased or special insurance at the City's expense.

Any and all deductibles and/or self-insured retentions applicable to the insurance coverage in Annex D, and those outlined above, shall be the sole responsibility of the Contractor, and the City shall bear no cost towards such deductibles or self-insured retentions.

1.6 Withholding Tax

For the purposes of assessing applicable withholding tax, invoices provided by non-resident Contractors must clearly indicate that either a) services were not provided in Canada or b) if services were performed in Canada, what portion of the amount invoiced pertains to those services and how many days were spent in Canada for those services.

1.7 SAP Ariba

In 2020, the City of Ottawa will begin utilizing SAP Ariba for the processing of requisitions, purchase orders and invoicing in order to streamline our procurement and accounts

ANNEX D
SUPPLEMENTAL CONDITIONS

payable processes. SAP Ariba provides many benefits to the City and its suppliers including real-time purchase order delivery, use of online catalogs and invoice automation.

Suppliers transacting on the SAP Ariba network may be subject to additional fees. To learn more, please visit [SAP Ariba Subscriptions and Pricing](#).

The City reserves the right to transition the contract resulting from this solicitation to the new SAP Ariba system at any time which will streamline the submission of invoices and receipt of purchase orders. By submitting a bid, the Contractor hereby agrees to transition the contract to the new SAP Ariba system should the City elect to do so.

**ANNEX E
GENERAL TERMS AND CONDITIONS**

ANNEX E – GENERAL TERMS AND CONDITIONS

General Terms and Conditions

The City's *General Terms and Conditions* as dated 28 December 2017 are incorporated by reference into this solicitation. By submitting a bid, proponents confirm that they have read the City's *General Terms and Conditions* and agree to be bound by them in any resulting contract.

A copy of the *General Terms and Conditions* as dated 28 December 2017 is available on the Procurement page of Ottawa.ca:

<http://ottawa.ca/en/business/doing-business-city/purchasing/general-terms-and-conditions>

**APPENDIX I
PROJECT DESCRIPTION FORMS**

APPENDIX I – PROJECT DESCRIPTION FORMS

Project Title No. 1 (12 points)		
Client Name and Location		
Contact information of client reference	Name:	
	Contact & Title:	
	Address:	
	Phone Number:	Email:
Budget	Initial Budget: \$	Actual Budget: \$
Duration	Project Commencement date:	Project Completion date:
Project Overview:		
<p><i>*also include comments about difference between Initial Budget value and Actual Budget Value</i></p>		
Proponent's Role/Responsibility:		
Project Complexity, identifying any unique and relevant issues successfully addressed:		
Methodology:		

**APPENDIX I
PROJECT DESCRIPTION FORMS**

Project Title No. 2 (5 points)		
Client Name and Location		
Contact information of client reference	Name:	
	Contact & Title:	
	Address:	
	Phone Number:	Email:
Budget	Initial Budget: \$	Actual Budget: \$
Duration	Project Commencement date:	Project Completion date:
Project Overview:		
<p><i>*also include comments about difference between Initial Budget value and Actual Budget Value</i></p>		
Proponent's Role/Responsibility:		
Project Complexity, identifying any unique and relevant issues successfully addressed:		
Methodology:		

**APPENDIX I
PROJECT DESCRIPTION FORMS**

Project Title No. 3 (3 points)		
Client Name and Location		
Contact information of client reference	Name:	
	Contact & Title:	
	Address:	
	Phone Number:	Email:
Budget	Initial Budget: \$	Actual Budget: \$
Duration	Project Commencement date:	Project Completion date:
Project Overview:		
<p><i>*also include comments about difference between Initial Budget value and Actual Budget Value</i></p>		
Proponent's Role/Responsibility:		
Project Complexity, identifying any unique and relevant issues successfully addressed:		
Methodology:		

**APPENDIX II
KEY TEAM MEMBER DESCRIPTION FORM**

APPENDIX II – KEY TEAM MEMBER DESCRIPTION FORM

TABLE A: Lead Consultant

Name	
Proposed Role and Responsibilities	
Relevant education, accreditations, qualifications and experience	
Years of Relevant Experience	
Project Example 1: Experience Managing Work of a Similar Scope and Complexity. Include project title, client name and location, project description, Lead Consultant's role, project complexity, budget and duration.	
Project Example 2: Experience Managing Work of a Similar Scope and Complexity. Include project title, client name and location, project description, Lead Consultant's role, project complexity, budget and duration.	

TABLE B: Key Team Members

Name	
Proposed Role and Responsibilities	
Relevant education, accreditations, qualifications and experience	
Years of Relevant Experience	
Project Example 1: Experience Managing Work of a Similar Scope and Complexity. Include project title, client name and location, project description, Key Team Member's role, project complexity, budget and duration.	
Project Example 2: Experience Managing Work of a Similar Scope and Complexity. Include project title, client name and location, project description,	



APPENDIX II
KEY TEAM MEMBER DESCRIPTION FORM

Key Team Member's, project complexity, budget and duration.	
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