

Request for Proposal

Engineering Services

MAINTENANCE OF CULVERT C137, C110, C119, C127, C126, C111, & MAINTENANCE OF
BRIDGE B208, B101, B102

SM-004-25

April 2025



153 McKellar Street, Glencoe, ON N0L 1M0



Request for Proposal Engineering Services

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Issued by: Southwest Middlesex

Project Manager: Mauro Castrilli, C.E.T. Manager of Public Works

Contact information: 519-287-2015 Ext 8119, mcastrilli@southwestmiddlesex.ca

Issue Date: Monday April 14, 2025

Proposal Closing

Date: Tuesday, April 29, 2025

Time: 12:00 pm (EST)

Location: 153 McKellar Street, Glencoe, ON N0L 1M0

Southwest Middlesex reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept other than the lowest proposal and to cancel the Call for Proposals at any time.



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1.0 General Requirements

1.1 Background

In 2023, a “Summary Report of Structure Inventory Inspections” was produced by Spriet Associates with the objective of updating Southwest Middlesex’s existing structures inventory, recording the Municipality’s current conditions of its structures, and document required future capital and maintenance works.

- Bridge B-208 is a concrete slab structure and is located on Gentleman Drive approximately 0.6 km west of Melbourne Road. The bridge condition assessment data is provided in its OSIM form included as an attachment. No geotechnical and hydrogeological investigations have been undertaken to date.
- Bridge B-101 is a concrete rigid frame structure and is located on Irish Drive approximately 0.15 km east of Springfield Road. The bridge condition assessment data is provided in its OSIM form included as an attachment. No geotechnical and hydrogeological investigations have been undertaken to date.
- Culvert C-137 is a CSP round pipe and is located on Old Airport Road approximately 0.1 km North of Centreville Drive. The culvert condition assessment data is provided in its OSIM form included as an attachment. No geotechnical and hydrogeological investigations have been undertaken to date.
- Culvert C-110 is a concrete rigid frame culvert and is located on CPR Drive approximately 1.0 km west of Dundonald Road. The culvert condition assessment data is provided in its OSIM form included as an attachment. No geotechnical and hydrogeological investigations have been undertaken to date.
- Culvert C-119 is a concrete ridged frame culvert and is located on Knapdale Drive approximately 1.8 km west of Dundonald Road. The culvert condition assessment data is provided in its OSIM form included as an attachment. No geotechnical and hydrogeological investigations have been undertaken to date.
- Culvert C-127 is a concrete simple span culvert and is located on Argyll Drive approximately 1.7 km west of Old Airport Road. The culvert condition assessment data is provided in its OSIM form included as an attachment. No geotechnical and hydrogeological investigations have been undertaken to date.



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- Bridge B-102 concrete rigid frame structure and is located on Conservation Road approximately 1.0 km north of Lobelia Drive. The bridge condition assessment data is provided in its OSIM form included as an attachment. No geotechnical and hydrogeological investigations have been undertaken to date.
- Culvert C-126 is a concrete rigid frame culvert and is located on Argyll Drive approximately 1.8 km east of Dundonald Road. The culvert condition assessment data is provided in its OSIM form included as an attachment. No geotechnical and hydrogeological investigations have been undertaken to date.
- Culvert C-111 is a concrete rigid frame culvert and is located on CPR Drive approximately 1.1 km west of Big Bend Road. The culvert condition assessment data is provided in its OSIM form included as an attachment. No geotechnical and hydrogeological investigations have been undertaken to date.

Prior to the detailed design, the Proponent must complete its own assessment of said structure and provide a recommendation as to the need for maintenance or rehabilitation.

1.2 Project Overview

The assignment is to include, detailed design, tendering, contract administration, and site services during the maintenance of Culvert C137, C110, C119, C127, C126, C111, and the rehabilitation of Bridge B208, B101, B102. The work is to be completed in two (2) phases:

- Phase 1: Detailed Engineering Design, Tendering
- Phase 2: Contract Administration & Site Services During Construction

It is the Municipality's intention to retain a Proponent to provide the engineering services for all two phases of this project. However, after the conclusion of the Phase 1 the overall status of the project as well as the Proponent's performance will be reviewed. If deemed appropriate, the Municipality may issue another Request for Proposal for Phase 2. The award of the Phase 1 Detailed Engineering Design and tendering assignment does not guarantee the award of the Phase 2 to the same Proponent.

The Municipality will utilize a quality based selection process to select a Proponent in the award of this assignment and reserves the right to work with the successful Proponent in developing the final work plan and budget.



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1.3 Request for Proposal Schedule

Task	Date
Issue Request for Proposal	Monday April 14, 2025
Receipt of Proponent Questions	Thursday April 24, 2025 at 12:00pm
Submission Deadline	Tuesday April 29, 2025 at 12:00 pm EST
RFP Award	Thursday May 8, 2025

Note: Although every attempt will be made to meet all dates, Southwest Middlesex reserves the right to modify any or all dates at its sole discretion.

Southwest Middlesex reserves the right at any time prior to the close of this RFP:

- a) to withdraw or cancel the RFP;
- b) to extend the time for the submission of proposals; or
- c) to modify the RFP;

by the publication of an addendum or other notice, and Southwest Middlesex shall not be liable for any expense, cost, loss or damage incurred or suffered by any Applicant (or any other person) as a result of its so doing.

1.4 Inquiries, Clarifications and Addenda

Inquiries regarding this Request for Proposal are to be directed to the Southwest Middlesex before the specified closing date (see cut off dates above) by contacting RFP Project Manager, Mauro Castrilli, C.E.T., Manager of Public Works by email at mcastrilli@southwestmiddlesex.ca.

Inquiries must not be directed to other Southwest Middlesex employees or its members of Council. Directing inquiries to other than the Project Manager may result in your submission being rejected.

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to all clarification requests will be provided to all Proponents in writing.

Any and all changes to the RFP required before the Proposal closing will be issued by Southwest Middlesex in the form of written Addenda and shall hereby form part and parcel



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of the project. Addenda shall be issued as per schedule above and no later than five days prior to close as applicable. Addenda will be provided to all Proponents the same way that the original RFP was provided. Southwest Middlesex will assume no responsibility for oral instruction or suggestion. If Addenda are issued, Proponents must acknowledge receipt by indicating such receipt in the appropriate section of the Form of Proposal. Failure to acknowledge the addendum/addenda will result in your Proposal being rejected.

The onus is on the Proponent to ensure they have received and acknowledge all addenda prior to submission of proposals. Failure to acknowledge receipt of addenda will be cause for rejection of the Proponents submission.

1.5 Limitation of Liability

Southwest Middlesex and its agents and advisors shall not be liable for any information or advice or any errors or omissions that may be contained in the RFP or any data, materials, or documents disclosed or provided to the Proponent pursuant to this RFP or otherwise. Southwest Middlesex and its agents and advisors make no representation or warranty, either express or implied, in fact or in law, with respect to the accuracy or completeness of this RFP or such data, materials, or documents, and shall not be responsible for any claim, action, cost, loss, damage, or liability whatsoever arising from the Proponent's reliance or use of this RFP or any data, materials, or documents provided. The Proponent should satisfy itself as to the accuracy of the information contained in the RFP through independent means. The only representations and warranties made by Southwest Middlesex will be those that may be contained in any definitive agreement between Southwest Middlesex and the Proponent.

Neither the transmission of this RFP to a Proponent nor the acceptance or receipt of a Proposal by Southwest Middlesex shall be construed as or imply any obligation or commitment on the part of Southwest Middlesex to enter into a contract or agreement of any kind in respect of any or all of the contents of this RFP.

1.6 Statement of Understanding

For the purpose of this RFP, whoever is named, as the Proponent shall be the single point of contact. Each Proponent shall be deemed to have carefully examined the RFP prior to submitting its Proposal, and if it should discover any omissions, errors, discrepancies, ambiguities, or other anomalies or have any doubts or questions as to the meaning of any portion thereof, it shall before submitting its Proposal, communicate the same to Southwest Middlesex in writing. At Southwest Middlesex's sole discretion, some or all of the corrections, questions, and answers may be incorporated into Addenda to the RFP for distribution to all Proponents.



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By submittal of a proposal, the Proponent represents that they are fully experienced and properly qualified to undertake work of a nature and scope similar to that requested herein; that they possess the competence, skills, experience, and expertise required to successfully carry out the work; that they are properly licensed, equipped, organized, and financed to perform such service; and that they have secured all the necessary information required by a competent, experienced Proponent to prepare a responsible and complete Proposal.

1.7 No Collusion

No Proponent shall discuss or communicate with any other person or entity (including, without limitation, any employee, representative, or agent of any other Proponent) about the preparation of its Proposal. Each Proponent's Proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any other person or entity responding to the RFP (or any employee, representative, or agent thereof) and each Proponent shall be responsible to ensure that its participation in this RFP is conducted fairly and without collusion or fraud.

1.8 No Publicity or Promotion

The Proponent shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP. In the event the Proponent is awarded a contract, the Proponent shall not identify Southwest Middlesex as a customer of the Proponent, and shall not otherwise use Southwest Middlesex's name or any Southwest Middlesex mark, without the written consent of Southwest Middlesex.

1.9 Right to Audit

The Proponent is required to maintain complete books and records with respect to services, costs, expenses, receipts or other information necessary to verify the scope or charges for any services provided under this program. Southwest Middlesex has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this Agreement.

1.10 False or Misleading Statements

If in Southwest Middlesex's opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the vendor, the entire proposal may be rejected.

1.11 Bribery/ Fraud

Should any Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee or official of Southwest Middlesex, or to commit fraud, Southwest Middlesex shall be at liberty to cancel the Proponent's submission.



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1.12 No Local Preference

Southwest Middlesex endeavors to achieve the best value for its taxpayers in its programs and transactions. As a result, Southwest Middlesex will not be bound to purchase supplies or services based upon Canadian content.

All procurement processes are to be conducted so as not to unduly exclude local vendors while at the same time maintaining the duty to be fair, open and transparent.

1.13 Insurance

The successful Bidder shall, at its own expense, obtain and maintain until the termination of the contract, and provide Southwest Middlesex with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000.) dollars with respect to the Bidder's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- b) Automobile liability insurance for an amount not less than Two Million (\$2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c) Professional Liability: If applicable and noted in this request, the successful Bidder shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than two million (\$2,000,000.) dollars with respect to all of the responsibilities relating to this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless Southwest Middlesex is notified in writing at least thirty (30) days prior to the effective date of cancellation or expiry. Southwest Middlesex reserves the right to request such higher limits of insurance or other types policies appropriate to the work as Southwest Middlesex may reasonably require.

The successful Bidder shall indemnify and hold the Southwest Middlesex harmless from and against any 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 bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.



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1.14 Laws of Ontario

Any contract resulting from this RFP will be governed by the laws of the Province of Ontario.

1.15 Indemnification

Proponent shall protect, defend and save the Municipality of Southwest Middlesex, its agents and advisors harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts, errors or omissions of the Proponents, and/or its agents, employees, or successors.

The Proponent hereby agrees to defend, indemnify and hold harmless Southwest Middlesex, and all Southwest Middlesex elected or appointed officials, officers, employees, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

1.16 Non-Waiver

No act or omission by Southwest Middlesex shall be construed by the Successful Proponent as a renunciation or waiver of any rights or recourses for any breach by the Successful Proponent of its obligations set out in this RFP and in the Contract, unless Southwest Middlesex provided the Successful Proponent with an express waiver in writing. Any work performed by Southwest Middlesex, which is part of the Work, shall not relieve the Successful Proponent of his/her obligations to do that Work.

1.17 Non-Assignment

During the performance of the contract, the Successful Proponent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of Southwest Middlesex.

1.18 Damage Claims

The Successful Proponent shall be responsible for all damages caused by it, its employees, agents, sub-contractors or persons under its control, or arising from the performance of the Work or arising from the Successful Proponent's failure or the failure of its employees, agents, sub-contractors, or persons under its control, to perform any or all of its obligations in accordance with the terms of the Contract.

1.19 Conflict of Interest

The Proponent is required to disclose in its Proposals and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP.



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The Proponent shall provide a statement that clearly identifies that the Proponent has no conflict of interest with respect to other work and/or other clients. The Proponent shall ensure that all Sub-contractors also have no conflict with respect to other work and/or other clients. No officer or employee of Southwest Middlesex is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said Agreement, or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived therefrom.

For the purpose of this Request for Proposal, “conflict of interest” includes but is not limited to any situation or circumstance where, in relation to the performance of its obligations under this Request for Proposal and any subsequent consulting agreement, the Proponent’s other commitments, relationships or financial interests could be, or could be seen, to exercise an improper influence over the objective, unbiased and impartial exercise of the Proponent’s independent judgment, or could be, or could be seen, to compromise, impair or be incompatible with the effective performance of the Proponent’s contractual obligations.

The Proponent will be required to enter into an agreement with Southwest Middlesex containing the following provisions.

1. The Proponent agrees to:

- a) avoid any conflict of interest in the performance of its contractual obligations,
- b) disclose to Southwest Middlesex without delay any actual or potential conflict of interest that arises during the performance of its contractual obligations, and
- c) comply with the requirements imposed by Southwest Middlesex to resolve the conflict of interest.

2. In addition to all other contractual rights or any other rights available at law or in equity, Southwest Middlesex may immediately terminate the agreement upon giving written notice to the Proponent when:

- a) the Proponent fails to disclose any actual or potential conflict of interest
- b) the Proponent fails to comply with any requirements imposed by Southwest Middlesex to resolve the conflict of interest, or
- c) in the reasonable opinion of Southwest Middlesex, it is not possible to resolve the Proponent’s conflict of interest.

3. The Proponent shall state in its Proposal:

- a) that it will execute an agreement containing the clauses set out above



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- b) all the measures, steps, policies and procedures that it currently takes to ensure that conflicts of interest are avoided or that it will take to ensure that there will be no conflicts of interest in regard to Southwest Middlesex' program.

Failure to include this statement may be cause for rejection of the proposal.

1.20 Southwest Middlesex Not Employer

The Proponent agrees that Southwest Middlesex is not to be understood as the employer to the Successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of the RFP process. It is understood that the Successful Proponent will act as an independent supplier.

1.21 Intellectual Property

All reports, plans, designs, and other documents to be produced by the successful Proponent to this Request for Proposals shall, on submission to the Municipality, become the property of the Municipality.

1.22 Termination

In the event that the successful Proponent fails to comply with any provision of this Request for Proposal or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to Southwest Middlesex, Southwest Middlesex may give the successful Proponent notice in writing of such failure. In the event that the successful Proponent has not remedied its failure within ten (10) days of the said notice, Southwest Middlesex shall be entitled to exercise any one or more of the following remedies:

- a) Southwest Middlesex may terminate the contract without further notice;
- b) Southwest Middlesex may withhold any payment due to the successful Proponent hereunder until the successful Proponent has remedied its failure;
- c) Southwest Middlesex may engage the services of another Proponent or any other firm to remedy the successful Proponent's failure, and obtain reimbursement therefore from the successful Proponent. The said reimbursement may be obtained either through deduction from any amounts owing to the successful Proponent hereunder, or through any other legal means available to Southwest Middlesex; and/or;
- d) Southwest Middlesex may assert any other remedy available to it in law or equity.

Unless Southwest Middlesex expressly agrees to the contrary, any failure of Southwest Middlesex to exercise any of the foregoing remedies, or the granting of any extension or



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indulgences, shall not be prejudicial to any right of Southwest Middlesex to subsequently obtain such remedies.

1.23 Rights Reserved by Southwest Middlesex

Southwest Middlesex reserves the right, in its sole discretion and without notice or reasons, and without liability to:

- a) accept/reject any or all Proposals and/or reissue the RFP in its original or revised form.
- b) add specific requirements not covered in the RFP or Proposal;
- c) modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract;
- d) cancel this RFP at any time, without penalty or cost to Southwest Middlesex. This RFP should not be considered a commitment by Southwest Middlesex to enter into any contract.
- e) decline to permit any party to participate in this RFP;
- f) terminate discussions or negotiations with any or all of the Proponents;
- g) accept a Proposal that does not comply with the requirements of this RFP;
- h) request additional information from a Proponent to supplement or clarify a Proposal;
- i) in evaluating Proposals, consider any factor which Southwest Middlesex considers to be relevant;
- j) negotiate with any Proponent.

In the event of any disagreement between Southwest Middlesex and Proponent regarding the interpretation of the provisions of the RFP, the CAO of Southwest Middlesex or an individual acting in that capacity, shall make the final determination as to interpretation.

1.24 Exclusion of Proponents in Litigation

Southwest Middlesex may, in its absolute discretion, reject a Proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against Southwest Middlesex or its elected or appointed officers and employees in relation to:

- a) Any other contract or services; or



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- b) Any matter arising from Southwest Middlesex's exercise of its powers, duties or functions.

In determining whether or not to reject a Proposal under this clause, Southwest Middlesex will consider whether that litigation is likely to affect the Proponent's ability to work with Southwest Middlesex, its agents and advisors, and whether Southwest Middlesex's experience with the Proponent indicates that Southwest Middlesex is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

1.25 Exclusion of Proponents Due to Poor Performance

Southwest Middlesex shall document evidence where the performance of the Proponent has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

The CAO (or designate) may, in consultation with the Southwest Middlesex Council, prohibit an unsatisfactory Proponent from bidding on future RFPs or contracts for a period of up to three years.

1.26 Pricing

Unless otherwise stated in this document or the successful Proponent's submission, all pricing will be firm for the duration of the contract. Any pricing increases year over year will be limited to the annual change percentage in the CPI index at the time of renewal.

1.27 Form of Contract

Unless otherwise stated, the contract for this project is formed by this request for proposal, the successful Proponent's submission and the purchase order issued by Southwest Middlesex.

1.28 Accessibility

Southwest Middlesex is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Regulations enacted under the Act apply to third parties providing goods and services to members of the public on behalf of Southwest Middlesex. The consultant/contractor, its employees and all sub-contractors hired by the consultant/contractor in the completion of its work, must meet or exceed compliance with all applicable regulations under the Act.



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1.29 Sustainability

One of the principles of Southwest Middlesex's Purchasing Policy is to procure services with regard to the preservation of the natural environment, by encouraging suppliers to provide services that result in the least damage to the environment and incorporating recycled materials. Bidders are expected to carry out their work in an environmentally responsible manner.

1.30 Municipal Freedom of Information and Protection of Privacy Act

The Municipality 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, and protection of, information under its custody and control. Accordingly, all documents provided to the Municipality in response to this RFP may be made available to the public.

The Respondent hereby consents to disclose any information contained in its submission pursuant to the MFIPPA.

Respondents should clearly indicate any confidential information by stamping the page where it appears with the word "confidential". The Respondent should make it very clear as to which information is considered confidential or proprietary in nature and why it is considered confidential. Notwithstanding requests to keep the information confidential, all information is subject to MFIPPA and may be subject to release under the Act.



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2.0 The Opportunity

2.1 Project Overview

The assignment is to include, detailed design, tendering, contract administration, and site services during the maintenance of culvert C137, C110, C119, C127, C126, C111, and the rehabilitation of Bridge B208, B101, B102. The work is to be completed in two (2) phases:

Phase 1: Detailed Engineering Design & Tendering

Phase 2: Contract Administration & Site Services During Construction

It is the Municipality's intention to retain a Proponent to provide the engineering services for all two phases of this project. However, after the conclusion of the Phase 1 the overall status of the project as well as the Proponent's performance will be reviewed. If deemed appropriate, the Municipality may issue another Request for Proposal for Phase 2. The award of the Phase 1 Detailed Engineering Design assignment does not guarantee the award of the Phase 2 to the same Proponent.

The Municipality will utilize a quality-based selection process to select a Proponent in the award of this assignment and reserves the right to work with the successful Proponent in developing the final work plan and budget.

Southwest Middlesex may extend the term of this contract by written notice to the successful Proponent for a mutually agreed upon timeframe; provided that Southwest Middlesex gives the successful Proponent a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit Southwest Middlesex to an extension.

The project scope, content of proposal, and vendor selection process are summarized in this RFP.

2.2 Scope of Work

Phase 1 – Detailed Engineering Design & Tendering

The Detailed Engineering Design Phase is to include:

- Collection and review of all available data pertinent to the project
- Field Investigations and Site Inspection – such as receipt of related survey plan, documenting existing conditions, determination of legal right of way/property lines and other mapping, identification of any property needs, utility locations, identifying



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obstructions, and any other data needed for design and to secure all required agency approvals and/or permits.

- Hydrogeological services are excluded from the proposal requirements. Geotechnical services are required for conducting material testing throughout the construction phase.
- A legal survey will be necessary in cases where the location of the SIB cannot be determined. It is recommended to incorporate a legal survey into the scope of work. Each bid is to include a \$4,000 allowance in their submission for OLS services, if deemed necessary.
- The engineering consultants will be tasked with determining and advising the municipality on whether a natural heritage survey is necessary.
- The engineering consultant will be tasked with assessing the scope of work and guiding the municipality on whether an MCEA (Municipal Class Environmental Assessment) is necessary.
- Design plans and specifications with due regard for applicable provincial, municipal, agency and other standards and regulations
- Full coordination and acquisition of permits and approvals as required
- Full coordination with utility companies and property owners
- Preparation and provision of detailed cost estimate and projected construction schedule
- Preparation of all tender documents
- Preparation tender ad following the PW's approval
- Distribution and technical resource for tender call
- Tenders review and verification with submission on recommendation for tender award

Phase 2 –Contract Administration and Site Services During Construction

The goal of the Contract Administration phase is to the construction phase of the project, ensure the finished product is constructed in accordance with Provincial and Municipal standards, and be responsible for day-to-day communication with the General Contractor, municipal residents and the Municipality's Manger of Public Works. The scope of services



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for Contract Administration and Site Services during construction shall include, but not be limited to the following:

- Confirmation of construction schedule
- Full coordination of road signs for advance notice and related notifications for project initiation; field demarcation of property boundaries/right of way limits
- Construction inspection, quality control aspects and progress meetings
- Construction contract administration including review and recommendation on contract payments and change orders
- Submission of all paper and digital photographic documentation
- Field inspection is to reflect 50% coverage based on the construction schedule timing.
- The provision of As-Built Drawings in electronic (*.dwg and *.pdf) formats and hard copy. Drawings to be completed and submitted by the Proponent.

The proposal submission is to remain firm for acceptance for a period of ninety (90) days from date of closing.

Proposed RFP Schedule:

Terms of Reference Issuance	Monday April 14, 2025
Deadline for Questions	Thursday April 24, 2025 at 12:00pm
RFP Closing Date	Tuesday April 29, 2025 at 12:pm EST
Award of Assignment (by Council Approval if required)	Thursday May 8, 2025
Project Initiation Meeting	May 2024
Completion of Phase 1 – Detailed Design	August 2024
Tender Call	August 2024
Completion of Phase 2 – Contract Administration	Substantial Completion November, 2025
End of Warranty	November, 2026



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3.0 RFP Submission Requirements

3.1 Delivery of Proposals

Proponents are required to submit two (2) paper copies and one electronic copy (Flash drive) in **one sealed envelope** marked confidential (using the envelope templates provided affixed securely to the front of the envelope) to:

**Southwest Middlesex
153 McKellar Street
Glencoe, ON
N0M 1M0**

Proposals must be received at the location noted, on or before, 12:00 pm (EST).

No facsimile transmission or electronic delivery of Proposals will be accepted.

All Proposals must be signed by an authorized signing officer of the Proponent and contain a statement that the Proposal represents a binding offer which is irrevocable by the Proponent and remains in effect and open for acceptance by Southwest Middlesex for ninety (90) days from date of submission, or as may be extended further as agreed by Southwest Middlesex and the Proponent.

3.2 Late Submissions

Proposals will not be accepted after the date and time stated above. Proposals received by Southwest Middlesex later than the specified closing time will be returned unopened to the Proponent.

3.3 Submission Requirements

A Proponent's Proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. Incomplete proposals or proposals that do not conform to the requirements specified herein will not be considered.

The Proposal shall be clear, concise and shall include sufficient detail for effective evaluation for substantiating the validity of stated claims. The Proposal shall not simply rephrase or restate Southwest Middlesex's requirements but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements. The Proponents are encouraged to provide details that may demonstrate the excellence of their Proposal. Proponents shall assume that Southwest Middlesex has no prior knowledge of their experience and will base its evaluation on the information presented in the Proponent's Proposal.



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The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions. The submitted Proposal should reflect that the Proponent understands the objectives, context, issues, deliverables and methodologies. Information that summarizes the Proponent's expertise, background and particular suitability for the project should be indicated and illustrated.

All information is to be submitted on corporate letterhead, duly signed by an authorized official, and enclosed as specified. Proponents must clearly mark the original submission.

3.4 Costs and Expenses

Southwest Middlesex and its agents and advisors are not liable for any costs or expenses incurred by the Proponent in the preparation of their response to the RFP. Furthermore, Southwest Middlesex shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by Southwest Middlesex of any Proposal, or by reason of any delay in the award of the Proposal.

3.5 Amendment of Submission

Proponents may amend their Proposals only if the Proposal is resubmitted before the Submission Deadline in accordance with the following:

- a. The Proponent must withdraw its original Proposal on written notice to the Project Manager or designate before the Submission Deadline; and
- b. The Proponent must submit a revised Proposal before the Submission Deadline in accordance with the requirement of the RFP.

Amendments by telephone, facsimile, email, or letter shall not be accepted or considered.

If more than one Proposal is received under the same name for the same project, the Proposal contained in the submission envelope bearing the latest date and time shall be deemed the intended Proposal. The first Proposal received shall be considered withdrawn and returned unopened to the Proponent.

3.6 Withdrawal of Proposals

A Proponent may withdraw its Proposal prior to the Submission Deadline by giving written notice before the Submission Deadline. Telephone notices shall not be considered. Proposals may not be withdrawn after the Submission Deadline.



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3.7 RFP Opening

Proponents are advised there will NOT be a public opening for this RFP. Submissions received by the Deadline, will be opened administratively by members of the Southwest Middlesex RFP Evaluation Committee and at a time subsequent to the closing.

3.8 Acceptance or Rejection of Offer

1. The submission of Proposals does not obligate Southwest Middlesex to accept any Proposal or to proceed further with the Project. Southwest Middlesex may, in its sole discretion, elect not to proceed with the Project in whole or in part and may elect not to accept any or all proposals for any reason or to cancel the Project without any obligation whatsoever to Proponents.
2. Should Southwest Middlesex not receive any Proposals satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the Proposal Documents or negotiate a Contract for the whole or any part of the Project with any of the Proponents.
3. Proposals, which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Proposal Documents or are otherwise irregular in anyway may, at the sole and absolute discretion of Southwest Middlesex, be declared invalid and rejected.
4. Southwest Middlesex retains the separate right to accept or waive irregularities if, in Southwest Middlesex's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, Southwest Middlesex may, as a condition of proposal acceptance, request a Proponent to correct a minor or technical irregularity with no change to the Proposal Price.
5. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Proposal, shall be at Southwest Middlesex's sole and absolute discretion.
6. Southwest Middlesex reserves the right to accept or reject any or all Proposals or to accept any Proposal should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest price Proposal will not necessarily be accepted by Southwest Middlesex.
7. Proponents expressly waive any and all rights to make any claim against Southwest Middlesex for any matter arising from Southwest Middlesex exercising its rights as stated in these Instructions to Bidders.



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8. If notified that its Proposal has been accepted by Southwest Middlesex, the successful Proponent shall enter into a contract in the form specified and shall deliver same to Southwest Middlesex, in duplicate, within seven (7) working days of notification by Southwest Middlesex to the Proponent of the acceptance of its Proposal, together with duly executed originals of the required contract documents.

4.0 Evaluation

4.1 Proposal Evaluation Committee

An Evaluation Committee comprised of representatives from Southwest Middlesex will evaluate each proposal received in accordance with the evaluation criteria as set out in the Proposal Documents. The Committee reserves the right but is not obliged to perform any of the following:

- a) Enter into further discussions with the Proponent to seek clarification or verify any or all information provided by the Proponent with respect to this RFP that will allow the Committee to reach a decision with a Proponent.
- b) Independently verify any information provided in a Proposal. The Proponent shall co-operate with such independent verification.
- c) Contact any or all of the references supplied and to interview, at the sole costs of the Proponent, the Proponent and/or any or all of the resources proposed by the Proponent to fulfill the requirement, at Southwest Middlesex offices, on 72 hours' notice, to verify and validate any information or data submitted by the Proponent.
- d) Waive irregularities and omissions if, in doing so, the best interest of Southwest Middlesex will be served.

In submitting a proposal, the Proponent agrees that the decision of the Evaluation Committee is final and binding and will not be subject to review by any court and any Proponent breaching this provision will indemnify Southwest Middlesex for all its costs as a result of the same, save and except where Southwest Middlesex has acted in bad faith.

4.2 Interviews or Demonstrations

A Proponent whose written Proposal has met or exceeded the minimum technical score of 75 or higher may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent. Southwest Middlesex reserves the right to interview up to a maximum of three (3) top ranked Proponents.



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The representative(s) of a Proponent at any scheduled interview is/are expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.

The Selection Committee may interview any Proponent(s) without interviewing others, and Southwest Middlesex will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

4.3 Negotiations

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and Southwest Middlesex may be settled, and the issues concerning implementation may be clarified.

4.4 Evaluation Criteria

The Municipality of Southwest Middlesex will review each of the submitted Proposals in accordance with the criteria set out in this RFP. The Municipality of Southwest Middlesex reserves the right to negotiate with one or all Proponents on pricing prior to selecting a successful Proponent.

Each Proposal will be reviewed to assess compliance with the requirements set out in this RFP. Evaluation results will be the property of the Municipality. The Municipality does not intend to disclose details of the evaluation results.

The evaluation criteria are listed below:

Item	Evaluation Criteria	Scoring
A.	<p>Project Team</p> <ul style="list-style-type: none">▪ Qualifications, experience of Project Manager▪ Qualifications, experience of project team members including Project Engineers, Senior Design and technical support staff▪ Commitment of Resources especially key staff to the Project▪ Identification and credentials of any sub-consultants and their role	20
B.	<p>Corporate Capabilities and Experience</p> <ul style="list-style-type: none">▪ Similar, recent project experience	20



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	<ul style="list-style-type: none"> ▪ Company stability and reputation ▪ Project reference contacts (3 minimum) ▪ Health and Safety; QA/QC approach 	
C.	Understanding of the Project <ul style="list-style-type: none"> ▪ Clarity of project objectives ▪ Philosophy and approach to addressing requirements of these Terms of Reference ▪ Proposed approach to project management, cost and schedule control 	20
D.	Approach, Methodology and Schedule <ul style="list-style-type: none"> ▪ Detailed work plan, costs and deliverables ▪ Project Gantt Chart showing critical path, start and finish times, meetings, municipal inputs, deliverables, value added activities 	20
E.	Pricing <ul style="list-style-type: none"> ▪ Estimated maximum cost to complete the work with a coarse breakdown. ▪ Schedule of hourly charge-out rates and an estimate of each team member's project time and service area. ▪ List of applicable disbursements. ▪ Any Contingencies 	20
Total Score		100

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

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

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

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

- Transmittal Letter;
- Acknowledged Addendums;
- Introduction;



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- Project Team – identify prime consultant (with whom the Municipality will enter into an agreement), Provide details about the project team, explaining the pivotal roles of key staff members who will be actively engaged in the projects specified in the Request for Proposal (RFP), (included in the 10 page limit);
- Key Personnel – identify key personnel, provide a brief description of experience, their guaranteed availability and role in this assignment, include a reporting structure chart (included in the 10 page limit) and reference name/phone number for three (3) recent assignments (less than 3 years old) completed by the proposed overall project manager or lead;
- Project Understanding and Approach – description of the tasks in the proposed work plan to complete the assignment, description of your understanding of the project purpose, objectives and related success factors, provision of a Detailed Project Management Plan including methodology in undertaking the project and a description of deliverables, critical path outline for study outlining the timing of meetings and delivery of Progress Reports, project management approach and QA/QC program;
- Schedule – provide a hardcopy of a proposed schedule in Microsoft format (Microsoft Excel is acceptable) to complete all major deliverables, tasks in the proposed work plan as well as a person-hours matrix without fees, outlining the hours each team member has allocated to each of the tasks in the proposed work plan;
- Relevant Experience – list similar projects undertaken by each member firm of the Project Team;
- Commitment Letters – appended letters of commitment from member firms on their own letterhead and signed by an officer of the company reaffirming their commitment to this assignment;
- List of projects of a similar nature undertaken by the firm, complete with reference names and contact information, which the Municipality of Southwest Middlesex can contact:
 - i) Provide three (3) references at the municipal level covering consulting services on similar projects.
 - ii) Provide three (3) relevant examples of projects, with similar objectives to this study, previously competed;
- Resumes – appended (2 page maximum per person), of key staff and their roles, including sub-consultants (organization chart and/or bios in Appendix). Submissions shall



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include an estimate of the level of involvement of each individual who will be working on the project. This information should include the following:

- i) A percentage of the total time that each individual will be working on the project;
 - ii) Identify individuals who will be assigned key roles, the location where they are currently geographically based and their availability to provide services over the duration of the project;
 - iii) Detailed Work Plan for each phase of the project; and
- Innovation is a valued component of this project, both in terms of station design and construction techniques. Therefore, provide examples of design solutions, which may form part of the Detailed Design process.

Schedule of all activities including delivery dates

4.5 Mandatory Submission Requirements

Mandatory Requirements are evaluated on a pass or fail basis. Failure to adhere to the following mandatory requirements shall result in a Proposal being declared a Non-compliant Proposal and will be given no further consideration. Southwest Middlesex may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

- a) Proposal must be received at the closing location prior to closing date and time.
- b) Proposal must be typewritten in English and will not be accepted by email.
- c) Any changes to the original proposal should be made in ink and initialed by the person signing the proposal.
- d) Two (2) hard copies of the proposal and one (1) electronic copy (USB storage device) must be submitted in one envelope as indicated.
- e) Completed Appendix A: Submission Checklist.
- f) Completed, signed and sealed Appendix B: Form of Proposal. The Form shall be an Original that is signed in the spaces provided by a duly authorized official of the Proponent;
- g) All Addenda must be acknowledged.
- h) Include conflict of interest statement per 1.19 (3)



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- i) Proof of insurance
- j) Inclusion of all point rated requirements outlined below.

4.6 Confidentiality of Evaluation

All information provided by a Proponent in connection with this RFP shall be confidential and shall not be disclosed except as required by law.

Evaluation scores and rankings are confidential and, apart from identifying the top-ranked Proponent, no details of the Proposal or score or ranking of any will be released to any other Proponent.

Appendix A Submission Checklist

The following information and supporting documentation must be provided as part of the proposal submission to ensure the product(s) meet mandatory technical specifications. Failure to include this may result in the submission being disqualified.

Item No.	Description	State Compliance (Y/N)	Documents Provided (Y/N)
General Requirements			
1.	Ensure all components of the Evaluation Criteria have been addressed and included.		
2.	Complete Appendix B: Sign & Seal forms, include additional documentation where required.		
3.	Complete Appendix C: Price submission		



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Appendix B: Form of Proposal

The following declarations must be included as part of your Proposal:

I/WE, the undersigned authorized signing officers for the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this Proposal.

I/WE further declare that all statements, schedules and other information provided in this Proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/WE further declare that this quotation is made without any connection, knowledge, and comparison of figures or arrangements with any other company, firm or person making a Proposal and is in all respects fair and without collusion for fraud.

I/WE further declare that no appointed officer or employee of Southwest Middlesex will have any interest, directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in any contract for goods or services or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived there from.

I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with Southwest Middlesex representatives, relative to this Proposal.

I/WE further declare that the agent listed below is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate on behalf of the Proponent.

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service and section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards Regulation under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act

I/WE have received and allowed for Addenda _____ through _____ inclusive.

Submitted by: _____
(Company/Firm)

Name, Title: _____

Signature: _____



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Date:	(Affix Corporate Seal)
(digital copy of the corporate seal is acceptable)	

Address: _____

City, Province/State _____ Postal/Zip Code _____

Telephone: _____ Fax: _____

Email for contact: _____

HST Number: _____



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B1.0 Company Background

Provide a company profile and include this document with your submission. Include additional chart if proponent is different than the manufacturer.

Organization Legal Name	
Business Name (if different)	
Total # of years in business:	
Number of years representing manufacturer (if applicable):	
Location(s) and description of practice at each location	
Description of capabilities, organization, personnel	
Company Board Members and background (if applicable)	
Number of Employees	
Description of Litigation	



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B2.0 Reference Details

Provide a minimum of three (3) project references of completed projects implemented in Canada within the last 5 years with a similar project scope as detailed in this document.

Fill out the following chart – minimum three (3) required:

Reference # _____

Project Details	
Location (City/Town)	
Project Description	
Total Value of Project	
Key Personnel	
Date completed (MM/YYYY)	
Additional Project scope and details	
Client Contact Information (Reference)	
Client Company	
Contact Name, Title	
Client Phone Number	
Client Email Address	



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B3.0 Experience Details

Provide a statement describing the quality control process. The Municipality is seeking information on the engineering consultants manufacturing quality control process and management. The responsibility falls upon the engineering consultants to furnish a statement explaining their quality control procedures.

Number of years providing work of similar scope and value	
Background on relevant experience	
Manufacturing Quality Control process & management	
Certification (ISO9001, etc.)	



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B4.0 Financial Background Details

Provide financial background. The proponent must sign and certify the following table:

Full Company Name		
Address		
Year Incorporated		
Telephone		
Company Principals		
Parent Company/Subsidiaries (if applicable)		
The Proponent certifies that the Proponent Company/Corporation is not currently, and has not within the past five years, been in bankruptcy protection.		
Financial Statements have been provided as part of this RFP. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Authorizing Signature, Title	Date	

- The proponent has flexibility to redesign Appendix B in order to accommodate additional space, ensuring, however, that all mandatory information specified in the Request for Proposal (RFP) is retained within the revised appendix.

Appendix C: Pricing Breakdown

Total lump sum for direct labour and costs: \$ _____

Total indirect costs and disbursements: \$ _____

OLS Allowance (If Necessary) \$ 4,000.00

HST at 13% \$ _____

TOTAL PROPOSED PROJECT COST: \$_____

SHOW HOURLY RATES FOR KEY TEAM MEMBERS

PROJECT MANAGER \$/HR _____

_____/HR_____

_____/HR _____

_____/HR _____

_____/HR_____

_____/HR_____

_____/HR _____

_____/HR _____

_____/HR _____

C2.0 Other applicable costs if any:

A. Value added options? \$ _____

B. Other _____ \$ _____

C3.0 Payment Terms:

Detailed description of payment terms (i.e. NET60, NET45, etc., when the payment period starts, etc.): _____

TECHNICAL SUBMISSION

SUBMITTED BY:

FIRM NAME:

ADDRESS: .

SOUTHWEST MIDDLESEX

153 McKellar Street, Glencoe, ON, N0M 1M0

CONTRACT NAME: **REQUEST FOR PROPOSAL SM-004-25 – Maintenance of Culverts C137, C110, C137, C119, C127, C126, C111, and Maintenance of Bridge B208, B101, B102**

CLOSING DATE: **Tuesday, April 29, 2025**

CLOSING TIME: **12:00 pm EST**

IMPORTANT:

Proposals are to be dropped off at the location noted in the address line above. Submissions received at any other location than that stated above or received after the closing time will NOT be accepted. The onus is on the Proponent to ensure that the bid is received in the proper location and before the closing time.