



**REQUEST FOR
PROPOSAL**

FOR

Channel Alignment and Restoration of Bauman Creek

CLOSING DATE AND TIME:

Monday, November 7, 2016 @11:59pm

ISSUED October 24, 2016

BY

rare Charitable Research Reserve
1679 Blair Road
Cambridge, ON, N3H 4R8

Tom Woodcock
Planning Ecologist
519-650-9336 ext121

DEFINITION:

In this document, **rare** shall be understood to mean the **rare Charitable Research Reserve**.

BACKGROUND:

Founded in 2001, the **rare Charitable Research Reserve** exists to preserve, intact in perpetuity, a 900+ acre land reserve along the Grand and Speed Rivers. Located within the designated Blair-Bechtel-Cruikston Environmentally Sensitive Landscape (ESL), **rare's** goal is to preserve the land for future generations by focusing on research, education, conservation, and ecological restoration.

The reserve hosts natural and cultural habitats; upland and lowland deciduous forests including old growth woods; floodplain; old field succession and shrub thickets; limestone plain and cliffs; river shorelines, coldwater streams and wetlands. The reef-formed limestone outcrops along the south shoreline of the Grand River form a 14-metre cliff face and tree-canopied interior cliffs that give way to pitted limestone plain – unique to Waterloo Region.

PROJECT INTRODUCTION:

The **rare Charitable Research Reserve (rare)** is seeking a company to complete a channel realignment and restoration of a stream bed on **rare** property located in the flood plain of the Grand River. Bauman Creek was historically diverted to improve drainage of the floodplain field (Blair Flats) for cultivation. Upstream of Blair Road, the stream has a largely natural, forested channel that is home to a resident population of brook trout (*Salvelinus fontinalis*). After crossing through a culvert beneath Blair Road, the drain was diverted to the east, flows for approximately 400m, then turns abruptly to the north and enters the Grand River.

Recently, this agricultural drain and culvert have ceased to function, to the point where most of the water (approximately 90-100% at base flow, a lower proportion during storm events) is now diverted away from the channel immediately after crossing beneath Blair Road. This has resulted in the rapid development of a large wet area (“wetland”) west of the road crossing, and the coincident drying of the previous drainage channel and adjacent wetland, especially at base flow. In 2016, this channel was completely dry beginning in early summer. It is desirable to restore this channel to something resembling a natural channel form for the benefit of wildlife, and restore an appropriate drainage rate in order to prevent possible flooding of Blair Road during high water events.

INFORMATION TO PROPONENTS

1. GENERAL DESCRIPTION OF ENGAGEMENT

The purpose of this proposal is to engage an experienced general contractor to complete a channel alignment and restoration in Bauman Creek, an area of Grand River floodplain and Provincially Significant Wetland (PSW). The total length of channel to be affected is approximately 100m, with a further 300+ m downstream positively impacted.

2. DATE & PLACE FOR RECEIVING PROPOSAL

Proposals may be received by electronic format no later than Monday, **Monday, November 7, 2016 @11:59pm**. Email proposals to Tom Woodcock, Planning Ecologist,

tom.woodcock@raresites.org, or deliver to **rare**, 1679 Blair Road, Cambridge, Ontario, N3H 4R8. Proposals received after closing date will be returned unopened.

3. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All proposals submitted become the property of **rare Charitable Research Reserve**, and as such, are subject to the Freedom of Information and Protection of Privacy Act (FIPPA), as amended. Information provided to **rare** by a Proponent will be managed in accordance with this Act. A Proponent must identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by **rare**. The confidentiality of such information will be maintained by **rare**, except as otherwise required by law or by order of a court or tribunal.

4. **rare** CONFIDENTIAL INFORMATION

During and following the Term, the Proponent shall: (a) keep all **rare** Confidential Information confidential and secure; (b) limit the disclosure of **rare** Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any **rare** Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of **rare** and (ii) in respect of any rare Confidential Information about any third-party, the written consent of such third-party; (d) provide **rare** Confidential Information to **rare** on demand; and (e) return all **rare** Confidential Information to **rare** before the end of the Term, with no copy or portion kept by the Proponent.

5. FORM OF PROPOSAL

One copy of the proposal is to be emailed to Tom Woodcock, Planning Ecologist, tom.woodcock@raresites.org, or delivered to **rare**, 1679 Blair Road, Cambridge, Ontario, N3H 4R8.

6. MISUNDERSTANDING AND DISPUTES

Any misunderstanding or disputes must be submitted in writing by contacting Tom Woodcock, Planning Ecologist at tom.woodcock@raresites.org.

7. CLARIFICATION

It is the Proponent's responsibility to clarify any details in question before submitting a proposal. All concerns must be directed to Tom Woodcock at 519-650-9336 ext. 121. Clarifications will be made available to all Proponents through the issuing of addenda as required.

8. ERROR AND CORRECTION

The **rare Charitable Research Reserve** reserves the right in its total discretion to make all necessary corrections to any Proposal which contains clear mathematical calculation errors (e.g. two numbers are added together incorrectly) and may refer to the unit price

in making such corrections. In all other cases of error, the **rare** reserves the right to seek clarification from a Proponent and allow the Proponent to provide a corrected response.

9. WITHDRAWAL OF PROPOSAL

Bidders will be permitted to withdraw their Proposal unopened after it has been submitted, only if such request is received in writing **prior** to the closing date.

10. ADDENDA

The Proponent shall acknowledge the number of addenda received on the Proposal Submission Form reply.

GENERAL CONDITIONS

1. SECTION 1: PROJECT DESCRIPTION

Provide a brief summary of your approach to the project, describing options and steps to proceed. An image of the engineering plan is included at the end of this document, and the full-size image and typicals (36"x24") are available upon request (tom.woodcock@raresites.org). The proposal should include the following:

1. Provision of erosion control measures (silt fence, coir matting) as indicated on the drawing, and by established best practices.
2. Establishment of a cross-vane structure at the downstream end of the current wetted channel. This will allow regulation of the water level, allowing most water to drain into the restored channel while regulating level of water in the wetland to the west.
3. Removal of a dysfunctional culvert and farm lane that are no longer required.
4. Development of a meander belt (according to the drawing) around the realigned channel. Due to the flat terrain, many areas will not require any earthworks. The channel will be allowed to develop a natural meander pattern.
5. Remove obstacles to free drainage through the channel, conserving the original stream bed wherever possible.
6. Creation two 1-2m deep, online pools (as seen on the drawing) that can act as low-water refugia for a vulnerable population of brook trout. One pool will act as a stilling area, to accommodate the abrupt turn eastward downstream of the cross vane. Volunteers and **rare** staff will subsequently plant trees and other vegetation that will grow to shade the pools.
7. Placement of stream-smoothed pebble- and cobble-sized aggregate to direct channel development or establish a riffle-pool sequence, as indicated on the drawings.
8. Strategic placement of large obstructions (logs, possibly boulders) to guide development of channel form and increase habitat heterogeneity. A minimum of four (4) obstructions will be placed.

2. SECTION 2: BEST PRACTICES

1. The work must be completed no later than December 31, 2016. Special permission has been obtained to work adjacent to/downstream of the wetted channel, outside of the fisheries mitigation window for brook trout.
2. Best Practices for Equipment Hygiene must be followed by the contractor. While this

restoration project occurs at only one site, equipment must be appropriately cleaned prior to entering the site to prevent introduction of invasive species propagules to our property from other areas.

3. SECTION 3: FEE

Describe your fee structure for this engagement. Identify the hourly and material fees. There is a total upper limit for this project of **\$32105**, including all applicable taxes.

The **rare Charitable Research Reserve** prefers to award the contract to one (1) firm, however, where one firm is unable to provide all necessary services or is unsuccessful in the bid evaluation process, **rare** reserves the right to award the proposal to one or more Proponents at the sole discretion of **rare**. The **rare Charitable Research Reserve** reserves the right to accept or reject any proposals and to accept any proposals in its best interests. The lowest or any proposal will not necessarily be accepted.

It is understood that this agreement will not commit **rare** to spend any specific amount on the identified services or to guarantee any dollar value for the term of the contract.

4. SECTION 4: BACKGROUND AND RESUMES

Describe your firm and its capabilities particularly those relevant to the scope of this proposal. Identify each person who will work on the project and identify his or her role in the project, as well as individual team members' training and their credentials.

5. SECTION 5: CLIENT LIST AND REFERENCES

Provide a client list where you have provided similar work and the names of three references for which you have worked on similar projects. Include the current contact information for each reference.

EVALUATION AND CRITERIA

1. AREAS OF EVALUATION

Proposals will be evaluated using the following criteria and point system:

Price	40
Relevant Experience	40
References	10
Years of Experience	10
Total	100 pts

2. VENDOR PERFORMANCE

The **rare Charitable Research Reserve** may, in its sole discretion, reject a Proposal if a Proponent:

- a) Has, at any time, threatened, commenced or engaged in legal claims or litigation against **rare**.
- b) Previously provided goods or services to **rare** in an unsatisfactory manner
- c) Has failed to satisfy an outstanding debt to **rare**
- d) Has a history of illegitimate, frivolous, unreasonable or invalid claims
- e) Provides incomplete, unrepresentative or unsatisfactory references; or
- f) Has engaged in conduct that leads **rare** to determine that it would not be in **rare's** best interests to accept the bid.

3. DISQUALIFICATION OF PROPONENTS

If more than one Proposal is received from an individual, firm, partnership, corporation or association under the same or different names all such Proposals will be rejected. Any evidence of collusion between Proponents will be sufficient to reject all Proposals so affected.

4. ACCEPTANCE OR REJECTION OF PROPOSAL

rare reserves the right to accept or reject any or all Proposals, and to accept any Proposal considered in its best interests. The lowest or any Proposal will not necessarily be accepted, and **rare** reserves the right to award Proposal by individual item or to one or more Proponents at the sole discretion of **rare**.

TERMS AND CONDITIONS

1. TERM

The agreement between **rare** and the successful Proponent will be for the period of project completion.

2. CANCELLATION OF CONTRACT

Failure by any Proponent, following award of contract, to deliver the products within an agreed period or to deliver or to supply any product or service that fails to meet the specifications contained herein or failure to honour the prices stipulated in the contract will result in the cancellation of the contract between the Proponent and **rare**. Such cancellation shall be at the sole discretion of **rare** and written notification will be forwarded.

3. INSURANCE CERTIFICATE

1. Commercial General Liability policy that shall:

- a. Be written on an occurrence form with a limit of not less than \$5,000,000
- b. Written with insurers licensed to do business in the Province of Ontario
- c. Cover all operations and liability assumed under the contract and shall include the following coverages:

Premises & Operations	Owners and Contractors Protective
Products & Completed Operations	Personal Injury
Blanket Contractual	Employer's Liability
Broad For Property Damage	Employees as Additional Insured's
Contingent Employer's Liability	Non-Owned Automobile
Cross Liability	Hostile Fire
Severability of Interest	30 Day Written Notice of Cancellation or material change in coverage

- d. Include **rare Charitable Research Reserve** as an Additional Insured.

2. Automobile Liability covering all owned and leased vehicles of the Contractor to a limit of not less than \$2,000,000.

4. LEGISLATIVE COMPLIANCE

The Proponent agrees that all work performed under this Contract must be carried out in compliance with all legislative requirements as applicable including the Occupational Health and Safety Act and its associated regulations including WSIB requirements and the Accessibility for Ontarians with Disabilities Act.

5. DOCUMENT RETENTION AND AUDIT

For the purposes of document retention and audit, the successful Proponent shall maintain all necessary records to substantiate all charges and payments under the Contract and that deliverables were provided in accordance with the Contract and with all legislative requirements for a minimum period of seven (7) years, or as required by *rare*, after the expiry date or any date of termination of the Contract.

6. GREEN INITIATIVE

The *rare Charitable Research Reserve* is committed to environmental stewardship and sustainability by continually seeking opportunities to reduce our carbon footprint and impact on the environment. Proponents are encouraged, wherever possible, to undertake initiatives to promote greater environmental responsibility and protection.

VENDOR PROFILE

Company Name: _____

Address: _____

Phone: _____ Toll Free: _____

Fax: _____ Web Site: _____

Principal: _____ Email: _____

Principal: _____ Email: _____

Contact: _____ Representative: _____

Remittance Advice (if different than company name and address)

Financial Institution: _____

Terms: _____ Payment Terms: _____

Federal Business Number: (G.S.T.#) _____

VENDOR REFERENCES

Please provide a minimum of three (3) active and existing customer references (use additional page if needed).

Company Name	Contact Name	Phone #	Email address	Project Title or Brief Desc.

**PROPOSAL SUBMISSION FORM
TO
The *rare* Charitable Research Reserve**

I/We do hereby agree to supply and/or install the product(s), equipment and/or services as provided herein in accordance with the terms and conditions outlined in this document. No other conditions shall apply.

I/We do declare that this Proposal is made without collusion, knowledge and comparison of figures or arrangement with any other company, firm or person submitting a Proposal for the same work and is in all respect fair and without collusion or fraud.

Acceptance of this Proposal (if any) will be made by Purchase Order issued by the Purchasing Department of *rare*.

Failure to sign this document or affix your corporate seal will result in your Proposal being rejected.

I/We have read, understood and agree to abide by all terms and conditions contained in this document and we are authorized by the Proponent to bind the firm.

Company Name: _____

Date: _____

Authorized Signature: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

Addenda Received: _____

Note: Purchase order number will not be issued to a successful Proponent unless all required documentation as noted above has been received and has been confirmed as being in order.

The *rare* Charitable Research Reserve
NOTICE OF "NO BID"
FOR: _____

It is important to *rare* to receive as many replies as possible from potential Proponents. There is no obligation to submit a quotation; however, should you choose not to bid, completion of this form will assist *rare* in determining the type of goods or services you are interested in bidding on in the future.

INSTRUCTIONS

If you are unable, or do not wish to bid on this quotation/tender, please complete the following portions of this form. State your reason for not bidding by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other quotation/tender documents. Just return the completed form prior to the official closing date.

1. We do not manufacture/supply this commodity/service
2. We do not manufacture/supply to this specification.
3. Unable to quote competitively.
4. Cannot handle due to present work load.
5. Quantity/job too large.
6. Quantity/job too small.
7. Cannot meet delivery /completion requirements.
8. Agreements with distributors/dealers do not permit us to sell direct.

Do you wish to bid on these goods/services in the future?

YES NO

Other reasons or additional comments:

VENDOR NAME AND ADDRESS:

CONTACT PERSON: _____

PHONE NUMBER: _____



