



Request for Proposals

for

**Architectural and Engineering Design Services for
the City of Port Colborne Waterfront Centre**

Request for Proposals No.: **RFP 2021-44**

Issued: **December 22, 2021**

Submission Deadline: **January 28, 2022 2:00:00 local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the City of Port Colborne (the “City”) to prospective proponents to submit proposals for **Architectural and Engineering Design Services for the City of Port Colborne Waterfront Centre**, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”).

The City of Port Colborne (the “City”) is a lower-tier municipality in the Niagara Region of southern Ontario. Located on Lake Erie and at the south end of the Welland Canal, the presence of the canal provides a competitive advantage, most notably through the billion-dollar industrial marine sector. The municipality offers the best of small and large city infrastructure and activities. While sharing similarities with other municipalities that have distinct urban and rural areas, Port Colborne’s history and vision for the future are unique and make it special.

The City is inviting proposals from qualified consulting firms to deliver architectural and engineering services for the design of a new waterfront centre in Port Colborne at 11 King Street.

1.1.2 Proponent Must Be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with the City. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one (1) of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Gary Long, Manager of Strategic Initiatives
Gary.Long@portcolborne.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal. No oral or verbal communications with the RFP Contact will be considered binding.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent.

1.3.2 Term of Contract

The term of the agreement will be in effect until the completion of the Deliverables.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	December 22, 2021
Deadline for Questions	January 21, 2022 11:59:59 PM local time
Deadline for Issuing Addenda	January 24, 2022 11:59:59 PM local time
Submission Deadline	January 28, 2022 2:00:00 PM local time
Rectification Period	3 business days
Anticipated Ranking of Proponents	February 17, 2022
Contract Negotiation Period	30 calendar days
Anticipated Execution of Agreement	March 7, 2022

The RFP timetable is tentative only and may be changed by the City at any time. For greater clarity, business days mean all days that the City is open for business.

1.5 Submission Instructions

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted to:

Charlotte Madden, Deputy Clerk
deputyclerk@portcolborne.ca

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit one (1) electronic copy by e-mail (two separate files per details below). Hard copy submissions will not be accepted. Submissions received by any other method than the one specified herein will be disqualified. Proposals should be prominently marked with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent.

Proposals must be submitted in two (2) separate files.

File No. 1 – Mandatory (Submission and Technical) Requirements

The proponent should submit the following in File #1:

- (i) Appendix C – Submission Form
- (ii) Requirements as requested in Section F of the RFP Particulars (Appendix B)
- (iii) Appendix E – Reference Form

File No. 2 – Financial Proposal

The proponent must submit the following in File #2:

- (i) Appendix D – Pricing Form

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting an electronic copy by e-mail to the location set out above. Amendments should be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages.

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and provide the proponent with an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix B).

2.3 Stage II – Technical Proposal

The City's Evaluation Committee, consisting of the Chief Administrative Officer, Director of Public Works, Director of Corporate Services, Manager of Strategic Initiatives, Economic Development Officer, and Tourism Coordinator, will score each proposal on the basis of the non-price rated criteria set out under Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will score the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section G of the RFP Particulars (Appendix B). The evaluation of price will be undertaken after the mandatory submission requirements and technical proposal have been evaluated. The intent here is to ensure submissions are not evaluated initially on the basis of pricing.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the City may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the City may reject the proposal. The City may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The results of the ranking process and the top-ranked proposal will be reviewed by City Council. Once reviewed by Council, the top-

ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent with the lowest price.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation and may include requests by the City for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter into negotiations. A proponent invited to enter into direct contract negotiations should, therefore, be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), provide requested information in a timely fashion, and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements, either as part of its proposal or after receiving notice of selection, may be disqualified.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal, but not attached, will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive

contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the City's location or by way of conference call or another remote meeting format as prescribed by the City.

3.3.3 Procurement Protest Procedure

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the proponent wishes to challenge;
- (b) a clear explanation of the proponent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the proponent's contact details, including name, telephone number, and email address.

The City will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which the City will provide the proponent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - (i) having or having access to confidential information of the City in the preparation of its proposal that is not available to other proponents;
 - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision-makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair.
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or

- (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the City may be precluded from participating in the RFP process in instances where the City has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Proponent Not to Communicate with Media

Proponents must not, at any time directly or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

The City may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the City's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the City will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the City in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFP will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

Ontario Association of Architects Standard Form of Contract for Architect's Services

(OAA 600-2013 as amended October 1, 2019)

[Download and View](#)

APPENDIX B – RFP PARTICULARS

A. The Deliverables

The City is inviting proposals from qualified consulting firms to deliver architectural and engineering design services for the new waterfront centre in Port Colborne located at 11 King Street.

1.1 Project Overview

At the start of 2021, the City formed a project team to focus on redevelopment of the site fronting the Welland Canal. This waterfront area has been marked as a site with potential for redevelopment ever since the City's Public Works Department vacated it in 2018. For over 50 years, the City used and managed this site along King and West Streets under a lease from the St. Lawrence Seaway and Transport Canada.

In alignment with the priorities and vision for Port Colborne that can be found in the City's [2020-2023 Strategic Plan](#) and [2018-2028 Economic Development Strategy](#), namely revitalizing the waterfront, improving community culture and increasing economic activity, the City has committed to investing in the construction of a waterfront centre.

This iconic building will be the focal point for the area and any future developments. The centre will serve as a year-round community hub and public space for residents and a gateway into the city for visitors disembarking from cruise ships docking at the adjacent wharf.

Sitting adjacent to the Welland Canal, the roughly 8,000 sq. ft. centre building will have a floorplan that allows for multi-purpose use and shall be integrated into the City's urban network of paths and walkways. The City is targeting Q2 2024 for the in-service date of the building. The City anticipates the building construction value to be in the range of three million dollars (CAD).

The selected proponent will provide complete architectural and engineering design services for the waterfront centre and the surrounding site. The project scope is primarily comprised of site plan development and building design.

Consultant's scope breakdown includes:

Stage 1 – Site Plan Development

Scope:

- (a) Consultant will be responsible for considering the findings from the enabling studies listed herein for the development of the site plan. Studies completed to date are noted in Section C of Appendix B. The studies below have been commissioned by the City and will be provided to the Consultant upon their completion.
 - (i) Phase II Environmental Site Assessment (ESA) for project site;
 - (ii) Geotechnical Report with information necessary to develop the site, including provisions for underground servicing and parking lot pavement design and a soil management plan in compliance with O/Reg. 406/19; and

- (iii) Records of Site Condition.
- (b) Determine optimal building location and massing on the site. The site is bounded by Sugarloaf Street to the north, the Welland Canal to the east, West Street to the south and King Street to the west. When proposing a location for the building, take into account the cruise ship docking wharf and the structural integrity of the seawall adjacent to the site.
- (c) Develop a comprehensive site plan including the delineated parcels of land for and surrounding the waterfront centre. Most of these parcels are leased to the City from the St. Lawrence Seaway and Transport Canada. This site plan must work under the premise that zone regulations relating to the use of the site provide the basic frame of reference. The intent of the site plan should be to maximize land use efficiency and functionality, and encourage all uses to be compatible and attractive forms of development. Approval of the site plan will ensure both public and private interests are protected and new development is designed in accordance with contemporary standards. Areas of focus may include, but not be limited to, the following:
 - (i) Complies with the City's Official Plan, Zoning By-law, and any other pertinent municipal by-laws;
 - (ii) Ensures accessible and safe vehicle and pedestrian movements (through paved pathways, driveways, sidewalks, steps, stairs, ramps, curbs, roads, etc.), including entering and exiting the site;
 - (iii) Retains natural features of the site;
 - (iv) Provides design compatibility between, and minimizes adverse effects on, adjacent lands or properties;
 - (v) Provides functional and attractive amenities or facilities (landscaping, lighting, fencing, etc.);
 - (vi) Provides areas for recreational, community, and visitor use;
 - (vii) Controls the placement and provision of required services (parking, driveways, loading facilities, snow removal, etc.); and
 - (viii) Secures easements and grading to provide for public utilities and site drainage.
- (d) Lead bi-weekly progress meetings with the City and distribute minutes as required.
- (e) Participate in meetings as required by the City with the St. Lawrence Seaway Management Corporation (the "Seaway"), Ministry of Environment, Conservation and Parks, Niagara Region, and other Authorities Having Jurisdiction (AHJ).

Deliverables:

- (i) Site plan package for approval;
- (ii) Develop a grading plan and a sediment and erosion control plan (provisional); and

- (iii) Develop a traffic (foot and vehicle) impact study for the site and the parking lot (provisional).

Stage 2 – Architectural and Engineering Services for Detailed Design of Waterfront Centre Building

Scope:

- (a) Meet with the City, Seaway, and other applicable AHJ to survey the site and review requirements.
- (b) Taking into consideration available background documents, reports, and enabling studies, the Consultant shall complete a preliminary conceptual design followed by detailed designs of the building and on-site amenities or facilities (parking, lighting, landscaping, fencing, etc.) at 30%, 60% and 90%. Energy efficiency, sustainability, and accessibility shall be key considerations for the building. This building shall target a LEED Bronze certification, provide barrier free access, and be accessible for all.
- (c) Develop the building design with input and approval from all City divisions, City Council, and any external agencies involved in the process.
- (d) Develop the building design with input from the City and AHJ to meet the City's project cost envelope (see City business case details in Appendix F). The building design shall be developed to the necessary level of detail to produce Class 4, Class 3, and Class 2 Costs Estimates respectively.
- (e) Secure all required and applicable permits for construction. Building permits issued by the City will only happen once the site plan and detailed design at 90% have been approved by the City's Planning Department.
- (f) Develop Issued for Tender (IFT) package for construction work, including a Class 5 Cost Estimate.
- (g) Attend mandatory site visits with bidding Contractors, review requests for information (RFIs) from Contractors, and develop and review addenda with the City.
- (h) Lead bi-weekly progress meetings with the City and distribute minutes as required.

Deliverables:

- (i) Design drawing packages (plans, sections, elevations, site plans, etc.) at 30%, 60%, 90% with Class 4, Class 3, Class 2 Cost Estimates;
- (ii) List and copies of secured permits; and
- (iii) Issued for Tender package (e.g., drawings, specifications, RFP, etc.) with Class 5 Cost Estimate.

Costs estimates shall be as per the AACE standard 56R-08, specifically:

Estimate Class	Maturity Level of Project Definition Deliverables	Expected Accuracy Range
Class 5	0% to 2%	L: -20% to -30% H: +30% to +50%
Class 4	1% to 15%	L: -10% to -20% H: +20% to +30%
Class 3	10% to 40%	L: -5% to -15% H: +10% to +20%
Class 2	30% to 75%	L: -5% to -10% H: +5% to +15%
Class 1	65% to 100%	L: -3% to -5% H: +3% to +10%

All documents, drawings, and reports prepared for this Project shall be and will remain the property of the City of Port Colborne.

1.4 The City's Responsibilities

The City agrees to provide the following:

- (a) Project manager and primary contact;
- (b) Full information regarding the requirements for this Project, including a program setting forth the Project objectives, constraints, schedules, and criteria;
- (c) Spatial and functional requirements and relationships;
- (d) Site requirements; and
- (e) Timely input with respect to design features, materials, etc.

1.5 Project Schedule

RFP Issued	December 22, 2021
Project Commencement	March 9, 2022
Stage 1 – Site Plan Complete	June 3, 2022
Stage 2 – Detailed Design Complete	October 19, 2022
Issue Construction Tender	November 30, 2022
Waterfront Centre Construction Start	April 3, 2023
Waterfront Centre Construction Complete	February 27, 2024

B. Material Disclosures

- Preliminary Concept Design (Site and Waterfront Centre Building)
- Property Survey
- Completed Phase I Environmental Site Assessment (ESA)
- Completed Phase II Environmental Site Assessment (ESA)
- Completed Designated Substance Survey (DSS)

C. Mandatory Submission Requirements

1.1 Submission Form (Appendix C)

Each proposal must include a Submission Form (Appendix C) completed and signed by an authorized representative of the proponent.

1.2 Reference Form (Appendix E)

1.3 Pricing Form (Appendix D)

Each proposal must include pricing information in a separate file that complies with the instructions set out below in Section G of Appendix B.

2. Other Mandatory Submission Requirements

N/A

D. Mandatory Technical Requirements

Each proposal must include the information set out below in Section F of Appendix B.

E. Pre-conditions of Award

1.1 Proof of Licences and Certificates

Proof of licences (e.g., OAA licence), certificates, and other required documents for all team members of the selected proponent will be required.

1.2 Proof of Insurance Coverage

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- a) commercial general liability insurance on an occurrence basis for third-party bodily injury, personal injury, and property damage, to an inclusive limit of not less than **five million (\$5,000,000)** per occurrence and including products and completed operations liability. The policy is to include the following:
 - (i) the City as an additional named insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract;
 - (ii) contractual liability coverage;
 - (iii) cross-liability and severability of interests clause;
 - (iv) employer liability coverage;
 - (v) thirty-day (30-day) written notice of cancellation, termination, or material change;
 - (vi) tenant legal liability coverage (if applicable and with suitable sub-limits); and
 - (vii) non-owned automobile coverage with blanket contractual coverage for hired automobiles.

F. Evaluation Criteria

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Points will be allotted for each criterion as outlined below. The response to each item should:

- (a) be submitted in a complete manner;
- (b) demonstrate an understanding of the City of Port Colborne's needs and provide a detailed answer to the information requested; and,
- (c) be provided in the same sequential order as set out below.

The disclosure of the allocated weightings for each criterion is provided to assist proponents with preparing a submission that best meets the requirements of the City.

CATEGORIES & CRITERIA	TOTAL WEIGHT
Stage I – Mandatory Submission Requirements (Appendix C)	Pass/Fail
Stage II – Technical Proposal	5 points
<u>2.1.1 Description of Firm</u>	
A. Brief history of firm's background, profile, number of years in business under the same name, number of full-time staff and experience on similar or related undertakings.	
B. State the availability of resources and how the firm will ensure the continuity of staff resources, consistency of service, as well as quality and timeliness of work during the course of this project. Provide information related to technological resources that the firm will use to deliver the project (e.g., BIM, in-house 3D imaging software, etc.).	5 points
C. Explain your understanding of the project and how the firm is most suited for this project. Identify any foreseen challenges or constraints and how they should be addressed. Provide an overview of green or environmental approaches in project design and building construction.	5 points
<u>2.1.2 Project Manager</u>	5 points
D. Identify a Project Manager and provide a shortlist of qualifications for the person, including educational qualifications and tenure with the firm. Highlight previous and similar project experience. Information should be concise and clearly demonstrate the Project Manager's suitability for the project.	
E. Confirm the proposed Project Manager's time commitment and ability to remain with the project throughout its duration and respond to any inquiries in a timely fashion.	5 points
<u>2.1.3 Project Team</u>	5 points
F. List the members of the firm's consulting team and detail their professional qualifications, disciplines, duties and	

responsibilities for this project. Provide a project team organizational chart.	
G. Provide a detailed rationale of proposed sub-consulting teams and SMEs, and a listing of previous work performed together, if applicable.	5 points
<u>2.1.4 Contribution Matrix</u> H. Provide and identify time commitment in number of hours and percentage by all team members, including SMEs, corresponding with their activities for both stages of the project.	5 points
<u>2.1.5 Project Experience</u> I. Provide a summary of two (2) completed projects within the last ten (10) years that are comparable to this project in scope, budget, and complexity. Describe challenges faced and strategies used by the Consultant to overcome these challenges. Note the project team members and their respective roles and responsibilities. Provide detail on the approximate value of the project, construction delivery method, start and completion dates, and current information on the client or representative for each project, for reference purposes.	30 points
Stage III – Pricing	30 points
Total Score	/100 points

G. Pricing

Proponents that have passed the previous evaluation stages will enter into this stage, where pricing information will be considered. Pricing is worth 30 points and will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{Lowest Price} / \text{Financial Proposal's Price} \times 30 \text{ (assigned weighting for the Financial Proposal)} = \text{Proponent's Pricing Points}$$

Instructions on How to Provide Pricing

- (a) Proponents should complete the attached pricing form (Appendix D) and submit it as a separate file and submission.
- (b) Pricing information and rates must be provided in Canadian funds, inclusive of all applicable duties and taxes (except for HST, which should be itemized separately).
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and

set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Required Pricing Information

Please complete and submit Appendix D below.

APPENDIX C – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one (1) person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors, or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal that does not meet the mandatory technical requirements or specifications of the RFP; and

- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one (1) or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX D – PRICING FORM

Stage 1 – Site Plan Development \$ _____

Stage 2 – Architectural and Engineering Services
for Detailed Design of Waterfront Centre Building \$ _____

Total Cost of Project (excluding HST) \$ _____

HST \$ _____

Total Cost of Project (including HST) \$ _____

Proponent's HST # \$ _____

APPENDIX E – REFERENCE FORM

Each proponent is requested to provide three (3) references from who they have provided similar (i.e., to those requested in the RFP) services to in the last (5) five years.

Reference #1

Company Name:	
Company Address:	
Contact Name & Phone #:	
Valid email address:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name & Phone #:	
Valid email address:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name & Phone #:	
Valid email address	
Date Work Undertaken:	
Nature of Assignment:	