



PORT COLBORNE

PROJECT NO. 2021-16

REQUEST FOR PROPOSAL

Community Improvement Plan Review

MAYOR: William Steele

Chief Administrative Officer: Scott Luey

CITY CLERK: AMBER LAPOINTE

CLOSING DATE: April 14, 2021

At. 2:00 p.m. local time

Document Release Date: Monday, March 22, 2021

Attn: Amber LaPointe, City Clerk

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DEFINITIONS

The following definitions apply to the interpretation of the Bid Document;

1. "ADDENDUM" means a written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal site meeting/conference or as a result of a specification or work scope change to the solicitation.
2. An "AGREEMENT" means a legal document that binds the Corporation of the City of Port Colborne and the successful proponent to carry-out a project.
3. An "AUTHORIZED AGENT" is a representative of the Proponent who has the authority to enter into an Agreement on behalf of the Proponent to carry-out a project.
4. An "AWARD" is the acceptance of a Proposal in accordance with this Request for Proposal (RFP).
5. "BUSINESS DAY" means any day from Monday to Friday between the hours of 8:30 a.m. and 4:30 pm, excluding statutory or civic holidays observed by the City of Port Colborne.
6. "CONSULTANT" means the provider of a service who, by virtue of professional expertise or service is contracted by the City of Port Colborne to carry-out a project.
7. "CONTRACT" means a legal document and any attachments that binds the Corporation of the City of Port Colborne and all other parties subject to the provisions of the Contract.
8. "CONTRACT DOCUMENTS" means a form of agreement, together with the Standard Conditions, Specifications and appendices, if any, which constitute the entire understanding between the City and the Successful Proponent regarding the Work.
9. "DISCRETIONARY" refers to a requirement that the City of Port Colborne would find valuable and consider desirable for the project being proposed. Instructions and specifications that are requested by the words "should" and/or "may" are "discretionary" and should be responded to in the proposal indicating they are or are not part of the proposal.
10. "INSURANCE CERTIFICATE" a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Proponent is insured in accordance with the City 's requirements.
11. "MANDATORY" refers to a specification or requirement that the Proponent must include in their Proposal and be capable of performing if they are the awarded the contract to carry-out the project. Instructions and specification that are requested by the words "shall" and/or "will" indicate the requirement is "mandatory".
12. "MAY" used in this document denotes permissive.

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13. "OWNER" means the City of Port Colborne.
14. "PROPONENT" refers to any legal enterprise making a submission in response to this RFP.
15. "PROPOSAL" is a written offer, received from a person\company in response to an invitation to provide goods and/or services based on a Request for Proposal and the corresponding Terms of Reference.
16. "PROPOSED FEE" means the fee estimated by the Proponent to complete the Work.
17. "REQUEST FOR PROPOSAL" (RFP) means the document issued by the City of Port Colborne and used to solicit proposals from Proponents to provide goods, services or construction to the City, where it is not practical and/or possible to prepare precise specifications, or where "alternatives" to detailed specifications will be considered, which may be subject to further negotiation.
18. "SHALL" and "WILL" used in this document denotes imperative.
19. "SUCCESSFUL PROPONENT(S)" means a Proponent whose submission(s) has been accepted by the City.

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1.0 General Background

The Terms of Reference describes the Corporation of the City of Port Colborne's requirements for the consulting services required to update the City's six Community Improvement Plans (CIPs).

2.0 Community Background

The City of Port Colborne (2016 population 18,306) is a lower-tier municipality on Lake Erie, at the southern end of the Welland Canal, in the Niagara Region of southern Ontario, Canada. The City is one of 12 municipalities that constitute the Regional Municipality of Niagara. 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 is unique and makes it special.

Port Colborne is situated on the north shore of Lake Erie, at the mouth of the Welland Canal. It shares its boundaries with the Township of Wainfleet to the west, the Town of Fort Erie to the east, and the City of Welland and City of Niagara Falls to the north. Historically, the City of Port Colborne has benefited both from its proximity to large population centres in Southern Ontario and the Northeast United States, and its strategic location on the Welland Canal and Lake Erie.

The City of Port Colborne currently offers six different Community Improvement Plans:

- Brownfield Community Improvement Plan
- Downtown Central Business District Community Improvement Plan
- East Waterfront Community Improvement Plan
- Industrial Community Improvement Plan
- Olde Humberstone Community Improvement Plan
- Niagara Gateway Economic Zone and Centre Community Improvement Plan

3.0 Project Objectives and Deliverables**Project Overview**

The Consultant Team will:

- Prepare and update the City of Port Colborne Community Improvement Plans (CIPs) with the objective being to make recommendations on the current CIPs and suggest if the City needs to create any new CIPs (i.e Affordable Housing).
- The Official Plan has six Community Improvement Project Areas being (1) Brownfield Community Improvement Plan (2) Downtown Central Business District Community Improvement Plan (3) East Waterfront Community Improvement Plan (4) Industrial Community Improvement Plan and (5) Olde Humberstone Community Improvement Plan (6) Niagara Gateway CIP.
- The City would like the consultant to review each of the CIP project area boundaries.

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- Prepare an Implementation Plan that can be adopted and utilized by the City to enable the offering of a range of financial incentives that will leverage potential investments made by developers and private land owners, and revitalize the City's two business districts (Humberstone St (Main Street) and Downtown (Clarence, King, West Streets area) and the East Waterfront CIP area.
- We want to ensure that our CIPs are integrated with and can be supported by Niagara Region's incentive programs and particularly Smarter Niagara Investment Program (SNIP).
- The City is interested in having a simple, consistent, equitable, coordinated and potentially consolidated CIP program.
- The City would like the consultant to identify performance targets to identify the success of the program and when/if changes may be required.
- The consultant should provide the City with recommendations for budgeting and resourcing the CIP program.
- The consultant should provide the City with recommendations, and examples, of how to market the CIPs to generate awareness and publicity to attract interest and CIP applications.
- The consultant should provide the City with emerging trends and best practices regarding CIP programs, and their success, from other jurisdictions, and make recommendations to the City of Port Colborne.
- The City wants to support the principles of sustainability (environmental, social, economic, and cultural), community involvement, along with timely and reasonable development when evaluating and approving CIP program recipients / projects.
- The consultant should outline how Council and community input will be taken into account for the development of the final plan.
- Meet all Project Scope, Plan Requirements and Deliverables within ten to twelve months of the issuance of the Contract.
- Provide all items and complete all tasks to the City's satisfaction as detailed in Section three of this request for Proposal.

Project Scope**Review Team:**

The Consultant will convene a start-up meeting with the City's Project Review Team (PRT) and hold monthly meetings. As part of the monthly PRT meetings, the Consultant will attend and present information with regard to the initial and ongoing consultation, preparation and presentation of the Draft Community Improvement Plan and presentation of the Final Plan. The PRT will provide ongoing

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input as policies and schedules are developed. The Team may consist of:

- Manager of Strategic Initiatives - Gary Long
- Economic Development Officer – Bram Cotton
- Director of Planning and Development – Dan Aquilina
- Director of Corporate Services – Bryan Boles

Deliverables

Provide at least one hard copy of all prepared material, electronic versions of all reports, maps, presentations, etc. in the following formats:

- Written Reports (MS Word and pdf)
- Presentations (MS Powerpoint and pdf)

The City will prepare all required mapping for the CIP project.

The consultant will also provide all presentation materials for required meetings, including presentation boards.

Background Information Collection and Review

The City of Port Colborne Community Improvement Plan Review must be undertaken with consideration of local and regional policies and plans. As such a review of the following documents are recommended:

- City of Port Colborne Official Plan
- Brownfield Community Improvement Plan
- Downtown Central Business District Community Improvement Plan
- East Waterfront Community Improvement Plan
- Industrial Community Improvement Plan
- Olde Humberstone Community Improvement Plan
- City of Port Colborne Economic Development Strategy & Action Plan 2018-2028

4.0 Project Management

The Agreement for this project will be between the Successful Consultant and the City of Port Colborne. It will be the responsibility of the Consultant to prepare said agreement.

The lead contact person for this project will be the City's Manager of Strategic Initiatives, Gary Long (email: gary.long@portcolborne.ca; telephone: 905-835-2900 ext 502). The Consultant will also assign

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a lead contact person responsible for undertaking the project.

Progress draws for completion of documentation will only be given upon submission of works.

Any significant change in the Consultant's assigned staff shall be approved by the City's Project Manager in advance.

No direction impacting the scope of the assignment shall be considered unless it is in writing through the City's Project Manager.

5.0 Submission

The Proposal should include items listed hereunder, but also include other considerations based on the Consultant's understanding of the project. The Consultant is also requested to propose a work plan and time line which addresses the tasks outlined in this RFP.

Proponents are requested to adhere strictly to the instructions concerning submission. The following policy regarding the submission and opening procedures will be applicable.

Four copies of the Proposal must be sealed and submitted to:

Amber LaPointe, City Clerk on the
1st Floor, City Hall
66 Charlotte Street,
Port Colborne, Ontario, L3K 3C8

**By the following date and time:
April 14, 2021 at 2:00 p.m. local time**

Proposals received later than the time specified will not be accepted, regardless of the postal seal date. Proposals must be plainly marked to reveal the contents and the submitters name and address. Proposals received after this time will be unopened and returned.

Proposals shall be submitted in envelopes with the information on the front as shown in *Attachment 'G'*, as follows:

- o Envelope 1 – Proposal including all items listed below under section **6.0. Proposal** (including addenda if applicable). An electronic copy of all files included in "envelope 1" can be included on a CD or memory stick in "envelope 1".
- o Envelope 2 – Proposal Summary of Consulting Fees and Disbursements, *Attachment 'B'*

If you wish clarification of specifications, do not use the envelopes submitted as it will not be opened prior to the Project opening.

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The bid must be legible, written in ink, or typewritten. Any form of erasure, strikeout or over-writing must be initialed by the Bidder's authorized signing officer.

All unit prices must be clearly indicated and all extensions written in figures. The bid must not be restricted by a statement added to the Proposal Summary or by covering letter, or by alterations to the Proposal Summary as supplied by the City of Port Colborne unless otherwise provided herein.

Key Contacts for inquiries regarding this RFP are as follows, and must be submitted **by email only**, and directed to the attention of:

Gary Long
Manager of Strategic Initiatives
Email: gary.long@portcolborne.ca

All proponents intending to submit a proposal are advised to register their intention at gary.long@portcolborne.ca to ensure access to clarifications and addendums.

City staff may clarify any aspect of a Proposal submission with the Proponent at any time after the Proposal has been opened. Any such clarification will not alter the Proposal and will not be constituted as a negotiation or renegotiation of the Proposal. The Corporation of the City of Port Colborne is not required to clarify any part of a Proposal. Any clarification of a Proposal by a Proponent shall not be effective until confirmation has been delivered in writing.

It will be the responsibility of the proponent to clarify any details in question before submitting their Proposal.

Any Proponent finding discrepancies or omissions in the documents or having any doubts concerning the meaning or intent of any part thereof, should immediately request clarification. Written instructions or explanations will then be sent to all proponents in the form of addenda to the RFP documents.

Proponents may, reasonably in advance of the closing date and time, inquire into and seek clarification of any requirements of this RFP. Inquiries must be directed to the attention of:

Gary Long
Manager of Strategic Initiatives
Email: gary.long@portcolborne.ca

No inquiries will be taken on the Closing Date.

Responses, if not already addressed in the bid, will be addressed in the form of addendum, if required. No oral interpretations will be effective to modify any provisions of the proposals.

Any Addendum is the responsibility of the Proponent. The Proponent must ensure that all applicable Addenda are contained in Envelope #1 prior to submission.

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The Consultant shall note that all Elements which may be listed as provisional shall be included in the price submitted (*Attachment 'B'*). However, these Elements will be used at the City's discretion pending budget, and no penalty for non-usage shall be applicable.

Consultants will be required to provide pricing on **all** provisional items denoted.

After review of all the Proposals, and upon the opening of the Request for Proposal Summary of Consulting Fees and Disbursements, *Attachment 'B'* for those submissions which meet the Evaluation Criteria, the City will then review and determine which provisional items if any will be utilized.

Provisional Items will be noted as such.

6.0 Proposal

Submissions are restricted to those consulting firms that can demonstrate qualifications and experience in strategy formulation, and in-depth knowledge of Community Improvement Plans, and have completed a project of this nature within the last 5 years, for a municipality or jurisdiction of comparable (or greater) population in Canada.

Consultants shall provide a brief Proposal, maximum fifteen (15) pages, not including the covering letter, résumés, company credentials, content page and appendices. Appendices are to be limited to résumés, project lists and corporate information.

The consulting team's Proposal will include:

At least three (3) letters of reference of similar work experience, each reference letter submitted shall have varied content in order to illustrate the proponents understanding of the various requirements of the Proposal. Shall include all applicable contact information as this will be a key component in the qualification of a consultant. Proponents not fulfilling this key component will be scored 0 on *Attachment 'E'* of the *Consultant Evaluation*.

The Consultant's interest in the project and an understanding of the objective(s) of this project, as well as any relevant local expertise should be referenced.

The consultant's proposed methodology for carrying out the work.

A detailed work plan and a weekly project schedule which will identify all major components of this project and their anticipated start and completion dates which must coincide with the dates provided by the City.

A description of the consulting team, the lead persons, and the relevant experience and qualifications of each individual along with an estimate of the percentage of time each key member will dedicate to this project (The individual's hours divided by total project hours). Also the region where the lead consulting team members reside will also be considered when reviewing local expertise.

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Identification of all sub-consultants, their qualifications and experience, as well as their specific role in the project. Commitment (time and resources) expected to be provided by the City.

Disclosure of any perceived conflict of interest. (*Attachment 'F'*)

Project History of the past three years and its current status as relevant to the Consultants project team. (*Attachment 'H'*)

A detailed work plan and time frame for the project including timing for each step of the work program, to be presented in a calendar-style format, based on the time allotted for the project based on the fixed schedule provided by the City in *Attachment 'A'*. The consulting team will meet all work program commitments, timing and completion dates as agreed upon by the City and the consulting team unless both parties agree to appropriate revisions to the agreement due to unforeseen circumstances. Any overruns in timing (unless otherwise agreed upon), or cost will not be the responsibility of the City of Port Colborne.

A complete cost breakdown for the project presented in a tabulated format in cumulative hours with a total upset cost for completion and presentation of the final report.

All reports, plans, drawings, specifications, designs, construction data and documents prepared by the Consultant shall be and remain the property of the City.

The cost estimate of the Proposal shall be submitted in Envelope #2.

7.0 Budget

Respondents shall stipulate a fixed price to perform the project as outlined herein. The price stipulated will be inclusive of all labour, materials, equipment, travel, accommodation, meal, parking and incidental expenses incurred by the respondent in the performance of this project. The contract for this project will be determined by a bid process and will be a fixed price contract. Quotes must clearly indicate sales tax as a separate line-item.

Respondents are required to provide an outline as to the estimated number of consulting days required for the project as well as the estimated number of days each member of the consulting team will be providing for the work.

A payment fee schedule will be determined with the consultant dependent on mutually agreed upon milestones. At least 25% of the budget will be withheld until delivery of the final report and corresponding presentation in a form acceptable to the City. The Consultant must submit an invoice to the City outlining items that are being billed for (eg, hours, travel etc). Upon receipt and verification of the invoice, payment will be issued.

The project will be awarded through a competitive process and subject to budget approval and Council approval as per the City's purchasing policy.

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8.0 Proposal Cost & Man-Hour Estimate

In the Proposal, the Consultant will provide the overall project cost breakdown and include the following:

Fee schedule of per diem or hourly rates for each consultant staff and sub-consultant of the project team (*Attachment 'C'*).

A detailed time and cost breakdown of the workload, i.e., by staff and man-hours.

Disbursement costs, which may include mileage, telephone charges, printing and reproductions, fax charges, courier services, computer services, etc.

Compliance with the City's insurance requirements as indicated in

Attachment 'D'. A summary of consulting fees and disbursements as

illustrated in *Attachment 'B'*.

The Consultants shall note that the City of Port Colborne will consider the estimated total consulting service fees for this project as an upset limit based on the work plan and the project duration assumed and will not consider extra items unless prior written approval has been obtained.

The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged to any other individual or entity for the same services performed by the prospective contractor.

9.0 Obligations of The Parties

The following items are general obligations of the Consultant and City:

Submission of a Proposal does not obligate the City of Port Colborne to acceptance and, as such, the City of Port Colborne reserves the right to accept or reject any Proposal, based on technical merit, interpretation of this Request for Proposal, cost effectiveness, timeliness, etc.

Acceptance of any Proposal will be subject to approval by City of Port Colborne Council. The selected Consultant will be required to enter into a written agreement with the City of Port Colborne before commencement of the project. It shall be the responsibility of the Consultant to prepare said agreement.

All Proposals will be subject to an evaluation process by City Staff which will consider such items as professional expertise and experience, and previous project performance (*Attachment 'E'*).

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10.0 Proposal Evaluation

All Proposals will initially be reviewed and assessed based on non-cost criteria. Subsequently, some Proposals may be further assessed incorporating costs before a preferred Proposal is determined. See *Attachment 'E'* for Evaluation Sheet. See also **19.0 Evaluation and Selection of Proponents.**

11.0 Confidentiality

The City of Port Colborne will treat all bids as confidential. The City will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all bids. All reports approved by the Council of the City of Port Colborne will become public information. These reports will not include bid documents. The City will retain all copies of all bids successful or otherwise, and they will be destroyed in accordance with the City's Retention By-Law.

12.0 Informal/Incomplete Proposals

Proposals shall be rejected as informal/incomplete for any of the following:

- a) Late
- b) Incorrect Fee/Schedule Breakdown document
- c) Incorrect/Missing envelopes
- d) Incomplete documentation
- e) Missing/Incomplete Addendum
- f) Proposal not signed and/or sealed
- g) Proposal completed in pencil
- h) Erasures, overwriting or strikeouts not initialed
- i) Proposals submitted by fax or email

13.0 Proponent Performance (Litigation)

The Corporation may, in its sole discretion, reject a Proposal if a Proponent:

- i. Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Corporation of the City of Port Colborne
- ii. Is involved in a claim or litigation initiated by the Corporation.
- iii. Previously provided goods or services to the Corporation in an unsatisfactory manner.
- iv. Has failed to satisfy an outstanding debt to the Corporation.
- v. Has a history of illegitimate, frivolous, unreasonable, or invalid claims.
- vi. Provides incomplete, unrepresentative or unsatisfactory references.
- vii. Has engaged in conduct that leads the Corporation to determine that it would not be in the Corporation's best interests to accept the Proposal.
- viii. Has a conflict of interest or that which may be viewed as a conflict of interest either with or by the Corporation.

Proponent's must sign and submit the Litigation & Conflict of Interest Statement. (*Attachment 'F'*)

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14.0 Exclusion

Except as expressly and specifically permitted herein, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request for Proposal, and by submitting a Proposal each proponent shall be deemed to have agreed that it has no claim.

15.0 Negotiations

If all Proposals are over budget, the Owner reserves the right to negotiate the terms of the project contract, including price and scope of work, directly with the qualified proponent, to identify cost saving opportunities associated with alternate process, material or construction methods. If an acceptable contract agreement cannot be met with the qualified proponent, the Owner reserves the right to negotiate an acceptable contract with the next qualified proponent.

If an agreement cannot be reached which is acceptable to the Owner, the Project will be cancelled without award.

The Owner further reserves the right in its sole discretion to cancel the contract at any time without an award being made.

16.0 Terms of Reference

A detailed Proposal with Recommendations as outlined in the **Project Objectives and Deliverables** shall be prepared for submission to the Project Manager:

Detailed and specific recommendations that can be acted upon by the City. The report is to be in a form that is user-friendly and easily understood yet technical enough for implementation.

Meeting minutes after each meeting with Staff and any other interested parties, will be the responsibility of the successful consultant, all to be submitted to the City for review and approval within one week of the meeting date.

Final submission of reports and drawings.

All reports will be prepared in Microsoft Word and/or Excel. Ownership of both hard copies and digital copies must be transferred to the City upon completion of the project. Metric units are to be used.

The City will prepare all required mapping for the CIP project.

17.0 Acceptance or Rejection of Proposals

The City of Port Colborne reserves the right to discuss any and all Proposals, to request additional information from the consulting teams and to accept or reject any or all Proposals, whichever is in

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the best interest of the City.

All Proposals may be subject to an evaluation process.

An award will be made to the firm, which in the opinion of the City, is best qualified to meet the City's requirements. The City will not be required to justify its decision to those firms not selected. The City will not be liable for any costs incurred by the consulting teams in the preparation of their Proposals.

The City may at any time by notice in writing to the Consultant suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Consultant's Services. In such event the Consultant shall be paid by the City for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

If the City is in default in the performance of any of the City's obligations set forth in this Agreement, then the Consultant may, by written notice to the City, require such default be corrected. If, within thirty (30) days of receipt of such notice, such default shall not have been corrected the Consultant may immediately terminate this Agreement. In such event the Consultant shall be paid by the City for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

No activities or services included as part of this proposal may be subcontracted to another organization, firm, or individual without the approval of the City of Port Colborne. Such intent to subcontract should be clearly described in the proposal and the names of subcontractors/subcontracted firms must be provided. It is understood that the contractor is held responsible for the satisfactory completion of the service or activities included in the subcontract.

Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

18.0 RFP Schedule

RFP Issued	March 22, 2021
Deadline for questions	April 1, 2021
Deadline for staff response to questions	April 7, 2021
Submission of Proposals	April 14, 2021
Staff Review Proposals	April 19, 2021
City Council awards contract	May 10, 2021
Project Start-up	May 11, 2021

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Project Schedule

Project performance and completion based upon the following schedule.

ITEM	DUE DATE
Project Start-up	May 11, 2021
Interim Report	TBD
Draft of Final Report Submission to City Staff	TBD
Final Report Submission to City Staff	TBD
Presentation to City Council	TBD

19.0 Evaluation and Selection of Proponents

Objectives

The objective of the Evaluation and Selection Process is to identify the Proposal that effectively meets the requirements of this RFP and provides the best value to the Owner.

The City of Port Colborne has established the following general criteria for the selection of a company /consultant for this study:

- Demonstrated knowledge of CIPS, best practices, emerging trends, marketing and program administration;
- Understanding of the objectives of the City of Port Colborne;
- Proven experience in conducting broad-based community consultations through various formats.
- Proven ability to meet, either in-house or through sub-contractors, the project requirements on schedule and within budget;
- Proven ability to provide creative solutions and initiatives;
- Prior experience in conducting similar projects.

Evaluation Team

An evaluation team will evaluate the Proposals. The evaluations will be conducted using pre-determined criteria set out in this RFP. The Owner reserves the right to have a third party that will be subject to strict confidentiality obligations, review the Proposals to support and advise the evaluation team as necessary.

Evaluation

The Proposal evaluation will be comprised of the following stages:

- Stage 1: Evaluation of Mandatory Criteria
- Stage 2: Evaluation of Technical Criteria
- Stage 3: Reference Checks of Short Listed Proponents
- Stage 4: Evaluation of Cost Criteria

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Evaluation & Selection Criteria

Stage 1 - Evaluation of Mandatory Criteria

Proposals that do not meet the mandatory criteria will be rejected without further evaluation.

Stage 2 - Evaluation of Technical Criteria

Subject to the evaluation Committee's right to reject an unacceptable Proposal under the Submission requirements; the Evaluation Committee will evaluate and score the Proposal information provided. For each criterion, each Proposal will be assessed and points will be awarded on the basis of the extent to which the requirements of the RFP documents are satisfied and the comparative merit of the individual Proposal as compared to other Proposals.

Stage 3 - Reference Checks of Short Listed Proponents

The Evaluation Committee may consult with the references of the short-listed Proponents. Based on the feedback from references, the technical ratings may be adjusted.

Stage 4 - Evaluation of Cost Criteria

Evaluation of cost criteria will be conducted after evaluation of the technical criteria and references.

Additional Information

The Evaluation Committee may, at its discretion, verify and make inquiries with respect to references given by a proponent, and request clarifications or additional information with respect to any Proposal. The Evaluation Committee may make such requests to only selected Proposals without making the same requests for all Proposals. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

Selection

The Evaluation Committee will rank the Proponents and will select the Preferred Proponent.

Value Added Services

Respondents should indicate any "value added" services/items that would be included or available to the Corporation with respect to the Proposal should their firm be awarded this Proposal and that would not be an additional cost to the Corporation.

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Attachment 'A'

Schedules

The following dates listed are ones which will move this project forward. Should the consultant wish to alter the schedule; it should be noted below with an explanation for the change in timing. Bearing in mind that any change to the schedule may affect the total score.

SCHEDULE	
RFP Closing Date	April 14, 2021
Staff Report to Council and Award of RFP	May 10, 2021
Project Start-up	May 11, 2021
Interim report	TBC
Draft of Final Report Submission to City	TBC
Final Report Submission to City Staff	TBC
Presentation to City Council	TBC

Consultants revised schedule if necessary:

SCHEDULE	
RFP Closing Date	
Staff Report to Council and Award of RFP	
Project Start-up	
Draft Report Submission to City Staff	
Final Report Submission to City Staff	
Presentation to City Council	

Explanation of changes in schedule:

Project No.: 2021-16

Type: Request for Proposal

Title: Community Improvement Plan Review

Attachment 'B'

Summary of Consulting Fees

And Disbursement Summary of Consulting Fees and Disbursements

Excluding H.S.T.

Project: _____

Consulting Firm: _____

Professional Liability Insurance: \$ _____ Expiry Date: _____

Comprehensive Liability Insurance: \$ _____ Expiry Date: _____

Automobile Insurance: \$ _____ Expiry Date: _____

1.	Consulting	\$	_____
2.	Disbursements	\$	_____
3.	Payroll Burden	%	_____
	Total	\$	_____

Project No.: 2021-16

Type: Request for Proposal

Title: Community Improvement Plan Review

ATTACHMENT 'C'

Fee Schedule and Cost Breakdown

Fee Schedule and Cost Breakdown (example)

Project:																
Consulting Firm:																
		Labour				Costs								Total	Total Phase	
Activity	Staff					Total Hours	Sub-Consultant	Equipment	Inspection	Other	Disbursement					
	Fee Hr.										Computer	Mileage	Report	Other\$		

Project No.: 2021-16

Type: Request for Proposal

Title: Community Improvement Plan Review

Attachment 'D'

Insurance Requirements

The City of Port Colborne's insurance requirements for consultants are described below. The coverage provided by these policies shall not be changed or amended in any way or cancelled by the Consultant unless approved by the City in writing.

Comprehensive General Liability and Automobile Insurance

The Consultant shall provide the City of Port Colborne with a certified copy of Third Party Liability in a form satisfactory to the City Solicitor as follows:

Policy to be written on the comprehensive form including Contractual Liability and Complete Operations with an inclusive limit of not less than two million dollars (\$2,000,000.00) Bodily Injury and Property Damage with a deductible not greater than five thousand dollars (\$5,000.00). The Liability Insurance Policy shall not contain any exclusions of liability for damage, etc., to property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise.

Standard Automobile Policy on both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) Bodily Injury and Property Damage with a deductible not greater than five thousand dollars (\$5,000.00).

A "Cross Liability" clause or endorsement.

An endorsement certifying that the City of Port Colborne is included as an additional named insured. An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City.

PROFESSIONAL LIABILITY INSURANCE

The Insurance Coverage shall be in the minimum amount of two million dollars (\$2,000,000.00). The Consultant shall provide to the City proof of Professional Liability Insurance carried by the Consultant

Project No.: 2021-16

Type: Request for Proposal

Title: Community Improvement Plan Review

ATTACHMENT 'E'
CONSULTANT EVALUATION

	ITEM/FACTOR	WEIGHTING	COMPANY 1 (1 – 10)	WEIGHTED SCORE	COMPANY 2 (1 – 10)	WEIGHTED SCORE
1.	Applicable Technical Expertise and Experience	25				
2.	Project Understanding	20				
3.	Methodology (Work Plan, Innovation, Client Administrative Input, Workload, etc.)	20				
4.	Value Added	5				
5.	Project History	10				
6.	Cost Factor	15				
	Sub-Total		Only Top 3 Scoring Proposals will advance to Items 7.			
7.	Reference Checks	5	If applicable			
	Grand Total:					

Notes:

- Cost score will show maximum (150) for lowest cost and pro-rated proportionally to highest cost (to a value of up to 1.5 times of low cost). No points will be awarded for costs exceeding 1.5 times of low cost.**

Project No.: 2021-16

Type: Request for Proposal

Title: Community Improvement Plan Review

Attachment 'F'
Litigation & Conflict of Interest

The Corporation may, in its sole discretion, reject a submission if the Proponent:

- i. Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Corporation of the City of Port Colborne.
- ii. Is involved in a claim or litigation initiated by the Corporation.
- iii. Previously provided goods or services to the Corporation in an unsatisfactory manner.
- iv. Has failed to satisfy an outstanding debt to the Corporation.
- v. Has a history of illegitimate, frivolous, unreasonable, or invalid claims.
- vi. Provides incomplete, unrepresentative or unsatisfactory references.
- vii. Has engaged in conduct that leads the Corporation to determine that it would not be in the Corporations' best interests to accept the submittal.
- viii. Has a conflict of interest or that which may be viewed as a conflict of interest either with or by the Corporation. (see below.)

The *Proponent*, all of the *Sub-consultants*, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the *Corporation*) with the provision of the *Work* pursuant to the *Proposal*. The *Proponent* acknowledges and agrees that a conflict of interest includes the use of *Confidential Information* where the *Corporation* has not specifically authorized such use.

The *Proponent* shall disclose to the *Corporation*, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any *Sub-consultant* or *Supplier* that is directly or indirectly affiliated with or related to the *Proponent*.

The *Proponent* covenants and agrees that it will not hire or retain the services of any employee or previous employee of the Corporation where to do so constitutes a breach by such employee or previous employee of the employee or previous employee's employment contract or the previous employer's conflict of interest policy, as it may be amended from time to time.

A breach of this Article by the *Proponent*, any of the *Sub-consultants*, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the *Corporation* to terminate the *Proposal*, in addition to any other rights and remedies that the *Corporation* has in the *Proposal*, in law, or in equity.

We, the undersigned, hereby disclose any acts of litigation or any conflict of interest.

.....
Dated this day of , 2021.

Signature of Authorized Person Signing for
Company (Company Seal)

Project No.: 2021-16

Type: Request for Proposal

Title: Community Improvement Plan Review

Attachment 'G'

Envelope Submission Information

Envelope #1

**Amber LaPointe
City Clerk
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8**

- a) PROPOSAL
- b) ADDENDUM (if applicable)

**Project No.: 2021-10
RFP – Community Improvement Plan Review**

Closing: April 14, 2021 AT 2:00 p.m. local time

Consultant: _____

Envelope #2

**Amber LaPointe
City Clerk
City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K**

- a) CONSULTING FEES

**Project No.: 2021-10
RFP – Community Improvement Plan Review**

Closing: April 14, 2021 AT 2:00 p.m. local time

Consultant: _____

Project No.: 2021-16

Type: Request for Proposal

Title: Community Improvement Plan Review

Attachment 'H'

Project History

The Consultant is required to provide their Project History for the past 3 years and the current project status as relevant to each of the Consultants project team members.

The following information should be listed for each project member and/or each project accordingly:

Project Team Member

Project Name

Project Completion Date, if project not complete what is anticipated Completion Date