



**Request for Proposal**  
**Consulting Services – Library Board**

Request for Proposal No.: **RFP36-2021**

Issued: **Friday, October 15<sup>th</sup>, 2021**

Submission Deadline: **Wednesday, November 10<sup>th</sup>, 2021 by 2:00:00 pm local time**



## TABLE OF CONTENTS

---

|   |           |
|---|-----------|
| <b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS</b>  | <b>3</b>  |
| 1.1 Invitation to Proponents                            | 3         |
| 1.2 RFP Contact   | 3         |
| 1.3 Contract for Deliverables                           | 3         |
| 1.4 RFP Timetable                                       | 3         |
| 1.5 Submission of eProposals                            | 4         |
| <b>PART 2 – EVALUATION, NEGOTIATION AND AWARD</b>       | <b>5</b>  |
| 2.1 Stages of Evaluation and Negotiation                | 5         |
| 2.2 Stage I – Mandatory Submission Requirements         | 5         |
| 2.3 Stage II – Evaluation                               | 5         |
| 2.4 Stage III – Pricing                                 | 6         |
| 2.5 Stage IV – Ranking and Contract Negotiations        | 6         |
| <b>PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS</b> | <b>7</b>  |
| 3.1 General Information and Instructions                | 7         |
| 3.2 Communication after Issuance of RFP                 | 8         |
| 3.3 Notification and Debriefing                         | 9         |
| 3.4 Conflict of Interest and Prohibited Conduct         | 10        |
| 3.5 Confidential Information                            | 11        |
| 3.6 Procurement Process Non-Binding                     | 12        |
| 3.7 Governing Law and Interpretation                    | 13        |
| <b>APPENDIX A – FORM OF AGREEMENT</b>                   | <b>14</b> |
| <b>APPENDIX B – SUBMISSION FORM</b>                     | <b>24</b> |
| 1. Proponent Information                                | 24        |
| 2. Acknowledgment of Non-Binding Procurement Process    | 25        |
| 3. Ability to Provide Deliverables                      | 25        |
| 4. Non-Binding Pricing                                  | 25        |
| 5. Addenda  | 25        |
| 6. No Prohibited Conduct                                | 25        |
| 7. Conflict of Interest                                 | 25        |
| 8. Disclosure of Information                            | 26        |
| <b>APPENDIX C – PRICING</b>                             | <b>27</b> |
| 1. Instructions on How to Provide Pricing               | 27        |
| 2. Evaluation of Pricing                                | 27        |
| 3. Required Pricing Information                         | 27        |
| <b>APPENDIX D – RFP PARTICULARS</b>                     | <b>28</b> |
| A. RFP Deliverables                                     | 28        |
| B. Material Disclosures                                 | 33        |
| C. Mandatory Submission Requirements                    | 33        |
| D. Mandatory Technical Requirements                     | 34        |
| E. Pre-Conditions of Award                              | 38        |
| F. Rated Criteria                                       | 41        |
| <b>APPENDIX E – BID IRREGULARITIES</b>                  | <b>42</b> |
| <b>ANNEXURE 1 - LAYOUT (posted separately)</b>          |           |
| <b>ANNEXURE 2 - PHOTOS (posted separately)</b>          |           |
| <b>ANNEXURE 3 - SAMPLE LAYOUT (posted separately)</b>   |           |



## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation to qualified, professional consultants (the “Consultant”) to submit Proposals for Consulting Services to provide design and engineering services who have the expertise in various phases of design of a Public Library. The design services include, but is not limited to, architecture, engineering, interior design, consulting services for an existing 8,250 (approx.) square feet building which is located at **Unit# 11, Unit #12, Unit #13- 3643 Portage Road, Niagara Falls, Ontario L2J 2K8.**

### 1.2 RFP Contact

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

Jessica Curno – Procurement Agent – [jcurno@niagarafalls.ca](mailto:jcurno@niagarafalls.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City of Niagara Falls “the City” and the Library Board, 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.

### 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 Library Board for the provision of the Deliverables. Proponents should submit a sample Form of Agreement and attached as (Appendix A) and include in the submission response. This sample contract is to form the basis for commencing negotiations between the Library Board and the selected proponent. It is the City’s intention to have the Library Board enter into an agreement with only one (1) legal entity per awarded contract. Joint submissions are acceptable, however, if a joint submission is made the submission must clearly indicate which party will act as the primary contractor.

### 1.4 RFP Timetable

#### 1.4.1 Key Dates

|                              |  |
|------------------------------|--|
| Issue Date of RFP            | Friday, October 15 <sup>th</sup> , 2021                              |
| Deadline for Questions       | Tuesday, October 26 <sup>th</sup> , 2021 by 2:00:00 pm local time    |
| Deadline for Issuing Addenda | Tuesday, November 2 <sup>nd</sup> , 2021 by 2:00:00 pm local time    |
| Submission Deadline          | Wednesday, November 10 <sup>th</sup> , 2021 by 2:00:00 pm local time |



|  |                                     |
|--|-------------------------------------|
| Anticipated Contract Award (subject to approval) | December 2021                       |
| Contract Administrator                           | Gautam Budharaju, MBA, PMP, B. Tech |

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

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

Sealed Submissions of the Proposal in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to:

Gale Centre Arena – Box Office  
Attn: Procurement  
5152 Thorold Stone Road, Niagara Falls, Ontario L2E 0A2

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted on or before the Submission Deadline set out in the RFP Timetable. Proposals received after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

Submissions received after the deadline, whether delivered personally, or if mailed, regardless of post markings, will not be considered. Fax or electronic (e-mail) submissions will not be accepted.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proposals should be comprised, formatted and submitted in 3 envelopes as indicated below:

#### Envelope #1

One (1) original “marked as original” and five (5) paper copies of the technical proposal in an envelope excluding all Purchase Price Schedule(s) and any attachments to such schedules (the “Pricing Documents”);

One (1) electronic copy (USB Key) in either Microsoft Office or Adobe Acrobat format of the complete proposal, excluding the Purchase Price Details.

#### Envelope #2

One (1) original “marked as original” and (1) paper copy of the Respondents Pricing Documents.

#### Envelope #3



Envelope #1 and Envelope #2 must be sealed in envelope #3 and be clearly labelled to the following address;

**Gale Centre Arena – Box Office  
Attn: Procurement  
5152 Thorold Stone Road, Niagara Falls, Ontario L2E 0A2**

#### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline. If amending the proposal, a written request must be made to the City's RFP contact.

#### **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 prior to the Submission Deadline, the proponent should contact the City's RFP Contact. To withdraw a proposal after the Submission Deadline, 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 Library Board 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 providing the proponent 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 D).

#### **2.3 Stage II – Evaluation**

Stage II will consist of the following two (2) sub-stages:



### **2.3.1 Mandatory Technical Requirements**

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

### **2.3.2 Rated Criteria**

The Library Board will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

## **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

## **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 highest scoring proponent will receive a written invitation to enter into direct contract negotiations to finalize the Agreement with the Library Board. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss. The City reserves the right to publish the name of the selected proponent on the electronic bidding system.

### **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 an Agreement 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 with the Library Board. 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, reasonable changes in the scope or performance terms from the select 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 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 D), 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 D) 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.

#### **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 an integrated format, without reference to the content of websites or other external documents. The examination of the proponent's proposal should not require a reviewer to search outside the proposal for external documents. Any document not integrated with a proposal will not be considered to form part of the proposal.



### **3.1.4 References and Past Performance**

In the evaluation process, the Library Board may consider the proponent's references and may also consider the proponents 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 the Library Board 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 and the Library Board make no guarantee of the value or volume of work to be assigned to the successful 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 and the Library Board 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 the documents comprising this RFP and may direct questions or seek additional information in writing by e-mail to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. 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 from the RFP Contact 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.



### **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 the RFP and may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the City. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **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, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The City may revisit, re-evaluate, and rescore, or reject the proponent's proposal or ranking on the basis of any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

Once a definite Agreement is executed by the Library Board and a proponent, the other proponents may be notified directly by public posting, in the same manner that this RFP was originally posted, of the outcome of the procurement process.

### **3.3.2 Debriefing**

Proponents may request a debriefing after publication 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.

### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.



## **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; or
- (b) in relation to the performance of its contractual obligations under an Agreement 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.

### **3.4.3 Disqualification for Prohibited Conduct**

The City may disqualify a proponent, rescind an invitation to negotiate or terminate an Agreement 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 B).



### **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 the ranking or selection of proponents pursuant 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 successful 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 and the Library Board; 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 Past Performance or Past Conduct**

The City may prohibit a proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct;
- (b) refusal of the proponent to honour submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted a Conflict of Interest;
- (d) the involvement of the respondent in a lawsuit with the City; or
- (e) the respondent having threatened the City with a lawsuit within the previous two years.

## **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 the City's confidential information;



- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement 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, or destroyed if so requested by 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, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“*MFIPPA*”). 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, such 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**

The 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

Sample Only – To be modified by Legal to meet requirements of this RFP.

**THIS CONSULTING AGREEMENT** made this      day of                      , 2021.

**B E T W E E N:**

***(INSERT COMPANY NAME)***

Hereinafter referred to as the “Consultant”

- and -

**NIAGARA FALLS PUBLIC LIBRARY BOARD**

Hereinafter referred to as the “Library Board”

**WHEREAS** the Library Board has requested the Consultant to furnish professional services in connection with the                                      , as more particularly described in Schedule “A” attached to and forming part of this Agreement, hereinafter referred to as the “Project”;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants, conditions and agreements herein contained, the parties agree as follows:

### GENERAL PROVISIONS

#### 1. RETAINER

- 1.1 The Library Board hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Library Board.
- 1.2 In this Agreement the word “Consultant” shall mean professionals and other specialists engaged by the Library Board directly and whose names are party to this Agreement.

#### 2. SERVICES

The services to be provided by the Consultant and by the Library Board for the Project are set forth in paragraphs 23 and 26 hereof and such services as changed, altered or added to under paragraph 8 hereof, are hereinafter referred to as the “Services”.

#### 3. COMPENSATION

The Library Board shall pay the Consultant in accordance with the provisions set forth in paragraphs 31-34 inclusive.



#### 4. STAFF AND METHODS

The Consultant shall use current state-of-the-art principles and shall skillfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

#### 5. DRAWINGS AND DOCUMENTS

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Library Board may be used by the Library Board for the Project herein described, including "as built" records. The Library Board has ownership of the drawings. Drawings shall be prepared as per the Library Board's current digital drawing and layering standards, unless approved otherwise by the Library Board.

#### 6. PATENTS

6.1 All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of its Services and which are able to be patented, capable of trademark or otherwise, shall be and remain the property of the Consultant.

6.2 The Library Board shall have permanent, non-exclusive, royalty-free license to use any concept, product or process which is able to be patented, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

#### 7. RECORDS AND AUDIT

7.1 In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to its staff employed for the Project.

7.2 The Library Board may inspect and audit the books, payrolls, accounts and records of the Consultant, during regular office hours, with respect to any item which the Library Board is required to pay on a time scale or disbursement basis, as a result of this Agreement.

7.3 The Consultant, when requested by the Library Board, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.



## 8. CHANGES, ALTERATIONS AND ADDITIONAL SERVICES

With the consent of the Consultant, the Library Board may, in writing, at any time after the execution of the Agreement or the commencement of the Services, delete, extend, increase, vary or otherwise alter the Services forming the subject of this Agreement and if such action by the Library Board necessitates additional staff or services, the Consultant shall be paid in accordance with paragraph 31 for such additional staff employed directly therein, together with such expenses and disbursements as allowed under paragraph 33.

## 9. SUSPENSION OR TERMINATION

9.1 The Library Board 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 its Services. In such an event, the Consultant shall be entitled to payment in accordance with paragraph 34 for any of the Consultant's staff employed directly therein, together with such expenses and disbursements allowed under paragraph 33.

9.2 If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death and the Library Board shall pay for the Services rendered and disbursements incurred by the Consultant, to the date of such termination.

## 10. INDEMNIFICATION

10.1 The Consultant shall indemnify and save harmless the Library Board from and against all claims, actions, losses, expenses, costs, demands, suits and other proceedings or damages of every nature and kind whatsoever which the Library Board, its employees, officers or agents may suffer as a result of the negligence of the Consultant, its employees, officers or agents in performance of this Agreement.

10.2 The Consultant shall indemnify and save harmless the Library Board from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Library Board, its employees, officers or agents may suffer as a result of misuse, misappropriation or alleged misuse or misappropriation by the Consultant, its employees, officers or agents of intellectual property in the performance of this Agreement.

10.3 The Library Board agrees to indemnify and save harmless the Consultant from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Consultant in the performance of consulting services to the Library Board within this Project.



## 11. INSURANCE AND LIMIT OF LIABILITY

The Consultant shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the Library Board. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the Library Board prior to the commencement of the Consultant's Services:

(a) Professional Liability (errors and omissions coverage) for the performance of Services by the Consultant providing that the policy is:

- i In the amount of not less than Two Million Dollars (\$4,000,000) total coverage, and Two Million Dollars (\$2,000,000) coverage per claim;
- ii Not to be construed as a limit of the liability of the Consultant in the performance by the Consultant of the Services under this Agreement; and
- iii Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than two years after the termination or expiry of this Agreement, as the case may be;

(b) Comprehensive General Liability, provided that the policy:

- i is in the amount of not less than Five Million Dollars (\$5,000,000), per occurrence;
- ii adds the Niagara Falls Public Library Board as additional insured;
- iii has provisions for cross-liability as between the Consultant and the Library Board, broad form contractual liability, owner's/contractor's protective liability, contingent employer's liability, employer's liability, non-owned automobile liability and personal injury liability;
- iv provides non-owned automobile coverage; and
- v provides for 30 days' prior written notice of cancellation or material change;

(c) The Consultant shall also furnish the Library Board with a certified copy of a Standard Automobile Liability Insurance Policy on all owned and leased vehicles with inclusive limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage with a deductible not greater than Five Thousand Dollars (\$5,000);

(d) All policies listed above:



- i Shall apply as primary insurance and not excess to any other insurance available to the Library Board; and
- ii To remain in force until final acceptance of the work described herein by the Library Board.

At the expiry date of the policies, the Consultant shall provide original signed Certificates or electronic equivalents thereof, evidencing renewals or replacements to the Library Board prior to the expiration date of the original policies, without notice or request by the Library Board.

## 12. CONTRACTING FOR CONSTRUCTION

Neither the Consultant, nor any person, firm or corporation associated or affiliated with the Consultant, or subsidiary to the Consultant, shall tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

## 13. ASSIGNMENT

Neither party may assign this Agreement without the prior consent in writing of the other.

## 14. PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements, arrangements or understanding between the parties, whether written or oral, in connection with or incidental to the Project.

## 15. APPROVAL BY OTHER AUTHORITIES

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Library Board, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Library Board and unless authorized by the Library Board in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

## 16. PRINCIPALS AND EXECUTIVES

The use of principals and executives on a time basis by the Consultant will be in accordance with paragraph 23(c).

## 17. SPECIALIZED SERVICES

The Consultant may engage others for specialized services, provided that prior approval is obtained, in writing, from the Library Board and may add a mark-up of not more than five (5) percent of the cost of such services to cover office administration costs when claiming reimbursement from the Library Board, plus the cost of the additional insurance



incurred by the Consultant for the specialized services.

## 18. INSPECTION

The Library Board, or persons authorized by the Library Board, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed or being performed under the Project and the premises where they are being performed.

## 19. PUBLICATION

The Consultant agrees to obtain the written consent of the CEO/Chief Librarian or his designate, before publishing or issuing any detailed information regarding the Project.

## 20. CONFIDENTIAL DATA

20.1 The Consultant shall not divulge any specific information identified as confidential, communicated or acquired by it or disclosed by the Library Board in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval, in writing, of the Library Board.

20.2 For the purposes of this Project all digital data submitted to the Consultant by the Library Board is deemed confidential and subject to the conditions set out in the City's Electronic Intellectual Property End User License Agreement.

## 21. ARBITRATION

21.1 Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration.

21.2 No person shall be appointed to act as arbitrator who is in any way interested, financial or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Library Board or the Consultant.

21.3 The award of the arbitrator shall be final and binding upon the parties.

21.4 The provisions of the Arbitrations Act, 1991 shall apply.

## 22. TIME

22.1 The Consultant shall perform the Services expeditiously to meet the requirements of the Library Board and shall complete any portion or portions of the Services in such order as the Library Board may require and the Library Board shall have the right to take possession of and use any completed or partially completed portions of the Services, notwithstanding any provisions expressed or implied to the contrary.



- 22.2 The Library Board shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant and shall make any decisions which it is required to make in connection therewith, within a reasonable time so as not to delay the work of the Consultant.

#### ESTIMATES, SCHEDULES AND STAFF LIST

#### 23. PREPARATION OF ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST

Prior to execution of this Agreement, the Consultant shall provide, for approval by the Library Board:

- (a) An estimate of the total fees to be paid for the services;
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month and a complete schedule showing the entire estimated amount of fees, including an estimated time schedule to carry out the services;
- (c) A staff list showing the number, classifications, salaries and hourly salaries and/or rates of staff and/or hourly rates for principals and executives for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Library Board;
- (d) A list of expected disbursements and equipment items, including the rates for items expected to be used to provide the consulting services; and
- (e) Identify anticipated date of any cost of living increments which would affect payroll costs, including the estimated percentage increases.

#### 24. SUBSEQUENT CHANGES IN THE ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST

The Consultant will require written approval from the Library Board for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under paragraph 23(a);
- (b) Any change in the schedule of progress, which results in a longer period than provided in paragraph 23(b); and
- (c) Any change in the number, classification and salary ranges of the staff provided under paragraph 23(c).



25. MONTHLY REPORTING OF PROGRESS

When requested by the Library Board, the Consultant shall provide the Library Board with a written report showing the portion of the Services completed in the preceding month.

26. UPSET LIMITS FOR FEES CHARGED

The upset limit for the entirety of this contract is \$XX,XXX.XX. This includes all consulting fees, mileage, printing costs, disbursements, contingencies, and all other costs associated with implementing the work. The upset limit excludes HST. All of the work required to fulfill the goals, objectives and deliverables of this contract shall be performed within this upset limit. It is the responsibility of the proponent to anticipate and identify all of the tasks required to perform this contract, whether or not they have been specifically identified within this RFP.

SCOPE OF WORK AND SERVICES

27. SCOPE OF WORK AND SERVICES

27.1 The Consultant shall provide to the City of Niagara Falls the information outlined in paragraphs 23-26 inclusive, prior to a recommendation to the Library Board for retaining the Consulting Services. Such information shall become part of this Agreement, as found in the proposal entitled “ ”, as submitted by the Consultant.

27.2 The Consultant shall provide the services as per the proposal document:

| Estimated Fees                 | Amounts               |
|--------------------------------|-----------------------|
| Estimated fees for the Project | \$<br>(excluding HST) |

28. SCOPE OF WORK

As per proposal attached hereto.

29. SERVICES

The services to be provided by the Consultant in the execution of the Project shall be as per the proposal submitted by the Consultant, as referred to in paragraph 27.1.

BASIS OF PAYMENT

30. FEES CALCULATED ON A TIME BASIS



The Library Board shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in paragraphs 23-26 inclusive. Fees on a time basis shall be as follows:

- (a) Principals and executives on normal assignments, as per the proposal. The rate will be reviewed annually and adjusted accordingly;
- (b) Staff on normal assignments, as per the proposal;
- (c) Services during construction:
  - i For all services, except for full-time staff continuously on site;
  - ii For principals and executives on normal assignments, as per the proposal. This rate will be reviewed annually and adjusted accordingly;
  - iii For other staff, as per the proposal; and
  - iv For site staff working full time continuously, as per the proposal;
- (d) CADD equipment and computer costs, as per the proposal; and
- (e) Total Station Survey Equipment costs, as per the proposal.

### 31. TIME EXPENDED

All time expended on the assignment, whether in the Consultant's office, at the Library Board's premises or elsewhere and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

### 32. PAYMENT

The Consultant shall submit an invoice to the Library Board for that part of the design of the Project completed in the immediately preceding month, calculated upon the basis of the Consultant's actual payroll and disbursement costs, as calculated in paragraphs 30-31 inclusive.



**IN WITNESS WHEREOF** the Library Board and the Consultant hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper signing Officers and the said signing Officers certify that they have authority to bind their corporation.

**COMPANY NAME**

**Per:** \_\_\_\_\_

**Name:**

**Title:**

\_\_\_\_\_

**Name:**

**Title:**

**NIAGARA FALLS PUBLIC LIBRARY BOARD**

**Per:**

\_\_\_\_\_  
**Alicia Subnaik Kilgour**

**CEO/Chief Librarian**



## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

|  |  |
|--|--|
| Please fill out the following form, naming one 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:  |  |
| Fax Number:  |  |
| Company Website (if any):  |  |
| Proponent Contact Name and Title:  |  |
| Proponent Contact Phone:   |  |
| Proponent Contact Fax:   |  |
| 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 Library Board 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 and in Pricing (Appendix C) in particular. 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. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_ . Proponents who fail to complete this section will be deemed to have received all posted addenda. Addenda to be submitted in Envelope #1

## **6. No Prohibited Conduct**

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

## **7. Conflict of Interest**

Proponents 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 and/or the Library Board 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 8. 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 this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.



## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”). The project fees are to be broken into a time-task matrix, clearly showing the hourly rates for all personnel and level of effort per task. The Proponent shall develop their own pricing form showing pricing breakdown for all tasks that are in line with the work plan contained within their proposal, excluding HST.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and fees, excluding taxes HST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour (including but not limited to salary, benefits and training) and material costs, all travel and carriage costs (including but not limited to accommodations, hospitality, incidents and food expenses), all insurance costs, all costs of delivery (including but not limited to fuel, travel, equipment cost, vehicle surcharges, disbursements), 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.

### 2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

Pricing 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 for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{Lowest Price} \div \text{Proponent's Price} \times \text{Weighting} = \text{Proponent's Pricing Points}$$

### 3. Required Pricing Information

In a separate envelope (Envelope #2), the Financial details should be provided to include the total upset limit, billing periods and should include per-diem charges, disbursements, travel, meeting charges, etc.



## APPENDIX D – RFP PARTICULARS

### A. RFP Deliverables

#### 1.0 BACKGROUND

The Niagara Falls Public Library Board is a public library system in Niagara Falls, Ontario. The library offers various events and services to the public. The library system has four branches located at:

- Victoria Avenue Library: 4848 Victoria Avenue
- Community Centre Library: 7150 Montrose Road
- Stamford Centre Library: Town and Country Plaza, 3643 Portage Road
- Chippawa Library: 3763 Main Street

#### 2.0 INTRODUCTION

The Niagara Falls Public Library Board is seeking proposals from qualified firms who have the expertise in various phases of design for a Public Library. The design includes but is not limited to architecture, engineering, interior design, consulting services for an existing 8,250 (approx.) square feet building which is located at **Unit# 11, Unit #12, Unit #13- 3643 Portage Road, Niagara Falls, Ontario L2J 2K8**. The existing building was built around the late 1960s.

#### 3.0 OBJECTIVE

The objective of this RFP is to provide design, architecture engineering services for the construction and furnishing of a fully operational new library building. The **Proponent** shall design and create two (2) detailed tender documents for the Library Board, one (1) for the construction of the library building and one (1) for furniture of the library. The scope of work of this RFP includes, but is not limited to, the following:

1. Develop a conceptual design of the Library to ensure users' needs are met, efficiencies of design/operations and construction savings are realized. The proponent shall design as per Library Board budget guidelines.
2. Perform a space planning analysis to recommend the most efficient functional layout, shelving, storing arrangement to accommodate the library's current and future needs. Through Library Board feedback, prepare a draft building plan that includes detailed information concerning public and staff space, technological, programming services, with cost information and recommendations for implementation.
3. Design as per the relevant codes applicable such as National Building Code, to the library and public spaces requirements.



4. The design of the Library shall be attractive, appropriate for all sections of society and the local architecture may also be leveraged.
5. Design of the building shall be as per accessibility requirements and be compliant with all Accessibility for Ontarians with Disabilities Act (AODA).
6. Evaluate cost-efficient options for using energy-efficient technologies and materials for the construction of the library.
7. Perform staff interviews for data collection and analysis, if required.
8. Design, create specifications, detailed drawings for dry wall, drop ceiling, flooring, painting, windows, glass coverings, and other spaces.
9. Evaluate and design library building Acoustics.
10. Assess and design to renovate/ construct piping system, sanitary, rainwater drains, sewers for the building, if required.
11. Design washroom facilities, kitchen/ lunchroom area as per OSHA, AODA and applicable codes and standards.
12. All piping designs for the building shall be as per applicable codes and standards.
13. Design utilities connections – Hot and cold water system, hydro, gas, data cabling etc. for the building.
14. Design a vestibule for public entrance, children area, quarantine room(s), meeting rooms, staff rooms, storage rooms, program rooms and all other requirements of NFPL
15. Evaluate and design an efficient and reliable Heating, Ventilation, and Air Conditioning (HVAC) system including ducting for the Library building. The design should consider COVID-19 requirements, possible future pandemics, and maintenance friendly.
16. Design hot and cold water piping systems and equipment.
17. If required by the applicable codes and regulatory bodies, evaluate both sprinkler and waterless systems, design maintenance friendly Fire Suppression Systems (FSS) for the building. The system shall be designed as per NFPA codes and guidelines.
18. Evaluate and design to integrate HVAC, FSS, Fire Alarm systems and phone.
19. Design electrical systems, plug points, electrical cable, cable trays, routing etc. for the building.
20. Design provisions and layout a data cable routing for computer servers, computers, printers, phone, surveillance cameras and systems.
21. Assess, design with library aesthetics, quantify and create detailed specifications for the total furniture requirements for a fully functional library building. These finished requirements shall be submitted to the Library Board as a standalone submission, and not



part of the construction tender document. The library furniture includes but is not limited to the library building chairs, tables, desks, shelves, cabinets and other movable furniture.

22. Evaluate, calculate and design illumination for each part of the building based on the requirements.
23. Evaluate, estimate cost and propose options of achieving LEED certification for the building.
24. Provide Class D estimates during conceptualization, and Class A estimation for both the final tender documents.
25. All relevant design, drawings and documents prepared for the Library shall be approved by a licenced professional registered in Ontario.
26. Tender documents shall indicate specific materials be ULC, FM and CSA approved, wherever applicable.
27. Evaluate and list statutory and permit requirements for new Library buildings in Ontario.
28. For the scope of work listed under this RFP, the proponent shall use the latest tools and techniques available in the market.
29. Assist the Library Board during the competitive bidding process.
30. Assist the Library Board with review of drawings and documents during the construction and commissioning phase of the Library building and its systems. Perform site visits, inspection and commissioning of the building. Total team site visit at Stamford, Niagara Falls post design phase is quantified to a minimum Four (4).
31. Provide detailed cost estimates of construction and furniture of a Library building including (but not limited to) all supplies, construction, fabrication, millwork, interior finishing (such as but not limited to paint, flooring, glass, walls, window coverings, and other space finishes) and connection to all utilities.
32. Prepare a preliminary master schedule, incorporating the sequence and timing of all stages of the project from design, through tender calls & awards, construction and completion.
33. The price of the contract shall be inclusive of all costs such as manpower, per diems, travel, overtime and all other costs associated to execute the scope of work under this RFP.
34. All ownership of documents, drawings including copyrights, trademarks and intellectual properties under this RFP shall be transferred to the Library Board.
35. Successful Proponent, upon consent of the Library Board, may choose to build upon all or part of the Design Layout and Furniture Requirements provided by Jonathan Morgan & Company Limited. These documents are attached as Annexure 3, and are for sample



and/or reference only.

36. All dimensions, sizing, elevations, data, photos related to the building needs to be taken from the actual building site. Drawings and photos provided are only for reference (refer to Annexure 1 & 2).
37. Health, Safety & Environment (HS&E)
  - 37.1 The Proponent including staff and sub-contractors shall adhere to Health, Safety and Environmental (HSE) requirements listed by the provincial and federal governing bodies.
  - 37.2 Proponent shall provide HSE training to their supervisors, staff and sub-contractors before the first site visit and there after update and provide training as per the requirements.

#### **4.0 DELIVERABLES**

1. Perform site visits during all stages of the project - design, construction, and commissioning for the building.
2. Submit 50% & 100% design packages including but not limited to design, interior design, layout plans, 3-D model, cost estimations, specifications etc.
3. One (1) PDF format showing interior & exterior design, One (1) 3-D submission of interior and exteriors design.
4. Submit final construction tender documents which are not limited to the scope of work listed under this RFP, but to create comprehensive construction tender documents for the Library Board.
5. Submit furniture tender documents with detailed specifications to Library Board.
6. Assist in the inspection and commissioning of the building, submit As-Built drawings.
7. Final drawings and copies to be prepared for submission to regulatory bodies such as the municipality, City of Niagara Falls, Fire Marshall etc. All ownership of documents, drawings including copyrights and trademarks under this RFP shall be transferred to the Library Board.

#### **5.0 SCHEDULE**

The schedule is to be read in conjunction with the scope of work listed under this RFP. On the day of award of the contract, "T" is zero (0) days.



| S. NO | SCHEDULE  | DATE                                  |
|-------|---|---------------------------------------|
| 1.    | Award of contract (Estimated)   | T = Zero (0) days                     |
| 2.    | Perform Site/ Building Survey   | TBD by proponent                      |
| 3.    | Submit conceptual design, specifications, Class D estimation and project schedule.  | T + fifteen (15) days                 |
| 4.    | 50% completion of design documentation and specification  | T + twenty-five (25) days             |
| 5.    | 100% completion of design documentation and specification   | T + forty (40) days                   |
| 5.    | Submit all design documentation, specifications and estimates for the Library Board construction tender phase. ( Class A estimation to be submitted separately, not to be included in <b>construction tender documents*</b> ) | T + sixty (60) days                   |
| 6     | Submit complete furniture requirements with detailed specification which are ready for public tender. ( *Class A estimation to be submitted separately, not to be included in the <b>furniture tender documents*</b> )        | T + sixty (90) days                   |
| 7     | Assist Library Board in the Inspection and Commissioning of the Library Building  | TBD by proponent(s) and Library Board |



| <b>S. NO</b> | <b>SCHEDULE (Continued)</b>  | <b>DATE</b>                                     |
|--------------|--|---|
| 8.           | Submit all remaining documentation, submissions related to permits and approvals, As-Built drawings etc. for the Library building. | To be submitted before the end of the contract. |

Estimated completion of contract is October 31, 2022.

## **B. Material Disclosures**

In responding to this RFP, the Proponent accepts full responsibility to understand the RFP in its entirety, and in detail, including any inquiries to the City of Niagara Falls as necessary to gain such understanding. The City of Niagara Falls reserves the right to disqualify any Proponent who, in the City's sole opinion, demonstrates less than such understanding. Further, the City reserves the right to determine, at its sole discretion, whether the Proponent has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the City of Niagara Falls.

Based on the performance of the successful Proponent, funding availability and approval by the Municipality, the City reserves the right to utilize the services of the successful Proponent for additional related work as yet unknown, that is over and above the scope identified, or return to the market with a new RFP document when it is deemed to be in the Municipalities' best interest.

## **C. Mandatory Submission Requirements**

### **i. Submission Format Requirements**

Proposals should be formatted to the requirements listed below. Proponents will be scored on their comprehension of the Request for Proposal and completion of their submission.

- a. Proposals should be formatted with the identified Proposal Sections, named and listed in the same order listed below.
- b. Include tabs for each Proposals Section with the section number and name as listed below.
- c. Only the material requested below should be provided within each Proposal Section and in the order listed.



- d. **Proposals shall be a maximum of twenty (20) single sided pages**, excluding Appendices and Supplemental Information. Any pages beyond the first 20 will not be considered in the evaluation.
- e. Any additional information proponents wish to include such as Corporate Brochures, project photographs and letters of references shall be provided as Supplemental Information.

## **ii. Proposal Sections**

Proposals shall be formatted with table of contents and proper labels for each section below and be submitted in the correct envelopes. Any addenda and the completed Appendix B - Submission Form shall be submitted in Envelope #1 and be the first tab of the submission.

- i. Appendix B – Submission Form, addenda (if applicable) & understanding of deliverables statement
- ii. Proposed Work Plan, Methodology and Approach
- iii. Experience and Qualifications
- iv. References
- v. Appendix – CVs

## **iii. Pricing**

Pricing (Appendix C) information must be separated and enclosed in a separate sealed envelope (Envelope #2) as identified in section 1.5.3 of this RFP. This should include total upset limit, billing periods include per diem charges, disbursements, travel and meeting charges.

The project fees are to be broken into a time-task matrix, clearly showing the hourly rates for all personnel and level of effort per task.

## **iv. Supplemental Information**

Proponent may include any additional information in this section, however, this section will not be considered in the scoring matrix. Envelope #1

## **v. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent. Envelope #1

## **D. Mandatory Technical Requirements**

In conjunction with the Mandatory Submission Requirements, proponents must meet a minimum score of 60% (45/75) for each of the technical requirements. A breakdown of the requirements for each of the sections is provided below:



**i. RFP Deliverables Comprehension & Completion**

Consultant to provide a statement outlining their understanding of the deliverables and the phasing of this project.

Proposal was formatted with table of contents in order and proper labels for each section and submitted in the correct envelopes.

**ii. Proposed Work Plan, Methodology and Approach**

Proponents are to provide a detailed work plan outlining the study program, methodology, approach, and breakdown of tasks and is to include at minimum:

- A detailed work plan that logically portrays the progression of the assignment and the Consultants understanding of the City's requirements.
- The work plan is to include the tools that will be used and methodology to complete all aspects of the assignment, including the assessment, renewal recommendations, cost estimation, and capital prioritization.
- A description of the relevant reference documents, standards, codes, and best practices shall be described including how they will be utilized throughout the assignment.
- Confirmation that the final submission of reports will be AODA compliant in word and PDF formats to WCAG Level 2.0 AA standard is to be provided.

A project schedule must be provided in the form of a Gantt Chart detailing the work plan which includes dates for all tasks to complete the project as described in the Proponents Work Plan. The Gantt Chart may be provided as an Appendix and will not count towards the total page count. The schedule shall identify the critical path and should align with the RFP deliverable target dates. The schedule will become the project baseline schedule upon award of the assignment. Modifications to the phasing may be acceptable, the Consultant shall include a description of the logical progression of the assignment.



### iii. Experience and Qualifications

Proponents will possess the requisite technical skills to deal with the complex matters for the consulting services and will also possess the communication skills required to work closely and collaboratively with Library staff, the public, stakeholders, and agencies in a professional manner. The Consultant must have expertise in the following disciplines:

- Engineering
- Architecture
- Interior Designing
- Furniture Designing
- Mechanical (HVAC, Fire Suppression, Boiler, Piping, Plumbing, etc.)
- Electrical
- IT and Networking
- Control and Instrumentation
- Civil and Architectural

Use of sub-consultants is permitted, and must be identified within the proposal. Substitution of sub-consultants is not permitted without the authorization of the City.

Each proponent should provide the following in its proposal:

- a) A description of the Proponent Organization including areas of expertise, number of employees, number of years in business and any sub-consultants' organizations details; and
- b) A description of its knowledge, skills and experience relevant to the Deliverables.

### Project Team

Commentary on the projects team past experience working together and communication strategies to be utilized throughout the project is to be provided. In addition the following is to be provided:

- i. Provide a list of all project team members including the following information:



- Name;
  - Role;
  - Company;
  - Certifications; and
  - Years' Experience.
- ii. Provide an Organization Chart, showing roles and reporting relationships for all team members (is included within page count).
- iii. For each of the following key team members, provide a summary of their relevant experience and skills applicable to the assignment:

- Project Manager

The Project Manager must be either a registered Professional Engineer or a registered Professional Architect in the Province of Ontario. However, both expertise is mandatory for the design team. The Project Manager must have at least ten (10) years' experience designing and managing multi-discipline assignments of a similar scope and scale. The Project Manager must also have engineering expertise in the relevant disciplines and expertise in project management principles.

- Other key members

The same team member may fill multiple roles if the relevant minimum requirements for each discipline are met.

Curriculum vitae (CVs) for each of the key team members are to be provided in an Appendix, CVs will not count towards the total page count.

Substitution of key team members requires approval by the City.

#### **iv. References**

Provide at least three (3) library or relevant municipal projects with references for projects completed within the last five (5) years. References provided must not include the Niagara Falls Public Library Board. Each project listed shall provide the following information:

- a) Project Name
- b) Description of the Project including:
  - Duration of the project (Start / Ending);
  - Project Value;
  - Scope of the project;
  - Proposed team members involved in the project;
  - Describe efficiencies identified and realized; and
  - Proposed recommendations that were implemented.
- c) Client/Owner's Information to include:
  - Corporate Name



- Name of project contact
- Address
- Telephone number
- Email address

Proponents who do not meet the minimum threshold will not receive consideration for the Financial Proposal. Further to this, Proponents who feel that they cannot meet the timelines identified in this RFP should not submit a proposal.

## **E. Pre-Conditions of Award**

The selected proponent must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

### **1. CERTIFICATE OF INSURANCE**

The selected proponent must provide the Library Board with a Certificate of Insurance acceptable to the City Solicitor and must be on forms acceptable to the City and the Library Board. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the proponent acknowledges and agrees that the City is fully entitled to treat any such Certificate as an original and that the proponent will be responsible for the accuracy and validity of the information contained therein. If required by the Library Board, certified copies of all the above-mentioned policies shall be delivered to the Library Board. All subsequent policy renewals and Certificates of Insurance thereafter, during the time that the Contract is in force, shall be forwarded to the Library Board within fifteen (15) days of their renewal date.

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 purchase and maintain at all times during the term of the Contract or cause to purchase and maintain at all times during the term of the Contract, but not limited to, the following:

- a) **Commercial General Liability Insurance**  
Commercial General Liability insurance for all Deliverables to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy will be extended to include:

- Bodily injury, death and property damage;
- Cross liability and severability of interest;
- Blanket contractual;
- Premises and operations;
- Personal and advertising injury;
- Broad form property damage;
- Products and completed operations;



- Owner's and contractor's protective;
- Non-owned Automobile to a limit of not less than two million dollars (\$2,000,000).

The policy shall be endorsed to:

- Include the **Niagara Falls Public Library Board** as an additional insured; and
- Contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

b) Automobile Insurance

Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than two million dollars (\$2,000,000). Coverage must also apply in the event the operations of the insured results in a pollution condition, including remediation costs.

Proof of automobile insurance will not be required if the Supplier provides a signed letter stating that they do not own or lease vehicles.

c) Professional Liability Insurance

The Insurance Coverage shall be in the minimum amount of:

- i. \$2,000,000.00 per occurrence, and
- ii. \$4,000,000.00 per project

The Consultant shall provide to the Library Board proof of Professional Liability Insurance carried by the Consultants.

## 2. WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE

The selected proponent shall provide:

- a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing; or
- b) A Letter of Good Standing issued by WSIB.

If WSIB coverage is not required by law to be carried by the selected proponent, the selected proponent shall provide one of the following (as the case may be):

- a) An Exemption Letter from WSIB, satisfactory to the City's Solicitor;
- b) An Independent Operators Status Certificate issued by WSIB; or
- c) Such further and other evidence as may be satisfactory to the City's Solicitor.



In addition to the indemnification provided by the selected bidder elsewhere in this RFP, the selected bidder agrees to indemnify the Corporation of the City of St. Catharines and the Niagara Falls Library Board and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder's status with WSIB.

### 3. AODA STANDARDS OF ACCESSIBILITY COMPLIANCE

Information and communications (without limitation, documents, materials and presentations) provided to the City as part of the Deliverables, which shall be posted to the City's website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.



## F. Rated Criteria

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

| <b>Rated Criteria Category</b>  | <b>Weighting (Points)</b> |
|---|---------------------------|
| RFP Deliverables Comprehension & Completion (Phasing, Deliverables, Format) | 15                        |
| Proposed Work Plan, Methodology and Approach                                | 30                        |
| Experience and Qualifications   | 25                        |
| References  | 5                         |
| Score of 45 out of 75 to move on to Financial Opening                       |                           |
| Proposed Price / Financial Model  | 25                        |
| <b>Total Points</b>   | <b>100</b>                |

Proposals whose Pricing is significantly and disproportionately lower than that of the other proponents, may be considered to have undervalued, and therefore, misinterpreted the scope of work. These proposals may not be considered in this evaluation.



## APPENDIX E – BID IRREGULARITIES

### RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS, WHERE APPLICABLE

|    | <b>IRREGULARITY</b>  | <b>RESPONSE</b>  |
|----|--|--|
| 1. | Late Bids.   | Automatic rejection.   |
| 2. | Unsealed Envelopes.  | Automatic rejection.   |
| 3. | <b>Insufficient Financial Security</b>   |  |
|    | A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).  | Automatic rejection.   |
|    | B) Amount of financial security is insufficient:   | Automatic rejection.   |
|    | C) i. Name or signature of Supplier is missing or incomplete.  | Automatic rejection.   |
|    | ii. Seal of Supplier is missing or incomplete.   | Two (2) working days* to obtain missing or incomplete items.   |
|    | D) Name, signature, or seal of bonding company is missing or incomplete.   | Automatic rejection.   |
|    | E) Failure to provide a letter of agreement to bond (if required).   | Automatic rejection.   |
| 4. | <b>Bid Document – execution</b>  |  |
|    | A) Bids completed in erasable medium.  | Automatic rejection.   |
|    | B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.                       | Automatic rejection.   |
|    | ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation. | Two (2) working days* to obtain original signature.  |
|    | C) Form of Proposal missing or incomplete.   | Two (2) working days* to correct to the satisfaction of Procurement Division, otherwise automatic rejection. |
|    | D) Form of Quotation or Tender missing or incomplete.  | Automatic rejection.   |
|    | E) Signature of witness, if required, missing or incomplete.   | Two (2) working days* to correct, otherwise automatic rejection.   |



|     |    |   |  |
|-----|----|---|--|
|     | F) | Date of Bid missing or incomplete.  | Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.  |
| 5.  |    | Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed). | Two (2) working days* to correct to the satisfaction of Procurement Division, otherwise automatic rejection.   |
| 6.  |    | Document, in which all necessary Addenda have not been acknowledged.  | Two (2) working days* to confirm Bid to the satisfaction of Procurement Division or, if stated in the Bid Solicitation, automatic rejection.   |
| 7.  |    | Failure to attend mandatory site visit (if required).   | Automatic rejection.   |
| 8.  |    | Bid received on documents other than those provided in the Bid Solicitation.  | Automatic rejection, unless allowed for in the Bid Solicitation.   |
| 9.  |    | Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.  | Automatic rejection unless, in the opinion of Procurement Division the incomplete nature is trivial or insignificant.  |
| 10. |    | Mathematical errors.  | Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected. |
| 11. |    | Qualified Bids (Bids qualified or restricted by an attached statement).   | Automatic rejection  |
| 12. |    | Bids containing minor obvious clerical errors.  | Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.  |
| 13. |    | Any other irregularities.   | The Manager of Procurement, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.  |

\*\* Where "working days" specified, this is from the hour the Bidder is notified by The Corporation of the City of Niagara Falls staff of the irregularity