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City of Temiskaming Shores
Request for Proposal
RS-RFP-005-2023
Building Decarbonization Feasibility Study

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

COVID-19 Statement

The health and safety of our residents, employees, visitors and service providers is our highest priority. By responding to this RFP, Bidders undertake to follow the provincial and/or municipal requirements (including physical distancing, use of personal protective equipment, etc.) that may prevail while performing within the scope of this Proposal.

1. Objective

This Request for Proposals (RFP) is an invitation by the Corporation of the City of Temiskaming Shores to qualified prospective proponents to submit proposals for the Pathway to Decarbonization of Community Buildings Feasibility Study (the “Study”). This includes analyzing eight (8) carbon-intensive municipal buildings comprised of recreational, cultural, administrative, and maintenance garages within the municipality.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,920, according to the 2016 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

The Study will enable the City of Temiskaming Shores to plan how to significantly reduce greenhouse gas (GHG) emissions produced from a portfolio of public-facing facilities. The Study will critically evaluate the best approach to decrease GHG emissions from facilities by revealing how to lower emissions through costed, stepwise energy improvements over a multiple year time horizon.

In 2023, the City adopted a corporate Greenhouse Gas Reduction Plan, which identified the need to reduce GHG emissions from facilities through improvements to building envelopes, mechanical systems and loads, and incorporating renewable energy systems. In 2020, the Temiskaming Shores Climate Change Committee directed staff to accelerate climate action project timelines and develop new projects to achieve the new mandated mitigation target of 40% below 2019 levels by 2033 and net-zero by 2050. As a result, the City must reduce emissions stemming from its facilities due to this sector comprising 41.6% or 813 tCO₂e of total corporate emissions.

The City was successful in receiving funding through the Federation of Canadian Municipalities (FCM) Green Municipal Fund’s Community Buildings Retrofit (CBR) initiative. The CBR requires applicants to develop multiple decarbonization pathways for each identified facility to reduce per site GHG emissions by 50% in 10-years and 80% in 20-years after the completion of the study. The results of the Study will be shared with FCM as required through participation in the CBR as well as giving the City a roadmap to decarbonize, identify short-term priorities and inform capital planning.

3. Definitions

3.1 **City:** means the Corporation of the City of Temiskaming Shores.

3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.

- 3.3 **Request for Proposal;** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

Submissions must be in a **.pdf format** and submitted electronically to:

tenders@temiskamingshores.ca

Subject Line: RS-RFP-005-2023 “Building Decarbonization Feasibility Study”

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive an email from the tenders@temiskamingshores.ca email account.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on October 23, 2023.**

- late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposal or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposals shall be valid for sixty (60) days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder’s Proposal by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

5. Questions

Any questions with respect to the specifications are to be directed to:

Kristen Harburn
Energy & Climate Change Coordinator
City of Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4123
Email: kharburn@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this proposal must be received by **October 12, 2023, 5:00p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

6. RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Release of RFP:	September 13, 2023
Deadline for Submitting Questions:	October 12, 2023
Deadline for Responding to Questions:	October 16, 2023
RFP Proposal Submission deadline:	October 23, 2023
Final Selection and Notification:	November 22, 2023

7. Scope of Work

7.1 The Deliverables

The successful proponent will provide services to complete a Pathway to Decarbonization of Community Buildings Feasibility Study. It is the City's intention to enter into an agreement with only one (1) legal entity.

The outcome of the Study must recommend one greenhouse gas (GHG) reduction pathway and capital plan selected after a thorough analysis of GHG abatement measures and scenarios per facility. To do this, each facility will undergo the development of three decarbonization pathways that analyze different carbon reduction scenarios. An additional business-as-usual pathway will be developed for each facility but will only be used for comparison purposes. The required GHG reduction pathways include a **minimum performance scenario** with the following components:

- 10-year roadmap that achieves a minimum of 50% reduction of on-site GHG emissions compared against current performance of the facility;
- 20-year roadmap that achieves a minimum of 80% reduction of on-site GHG emissions compared against current performance of the facility.

The third GHG reduction scenario will develop **aggressive deep retrofit scenarios** which will include:

- The measures identified in the **minimum performance scenarios** but with 50% of on-site GHG reductions achieved within the first 5 years.

Lastly, a **business-as-usual scenario** will be developed to serve for comparison against the minimum performance scenario and aggressive deep retrofit scenarios which will contain:

- A scenario with "like-for-similar" upgrades based on the site-specific requirements of the building condition and equipment replacement schedule.

7.2 Objectives

The Study will analyze eight (8) carbon-intensive municipal buildings comprised of recreational, cultural, administrative, and maintenance garages (Table 1). Greenhouse gas reduction pathway scenarios for each facility will be developed after site assessments, staff interviews, stakeholder design workshops, and detailed energy models are performed. A final report will be submitted to the City that contains a capital cost list of building improvements for each facility that align with the outcomes of their decarbonization pathway.

Table 1. Study Facilities

Facility	Address	Category	Area (m ²)
Don Shepherdson Memorial Arena	75 Wellington Street South, New Liskeard, ON P0J 1P0	Arena	3717
Shelley Herbert-Shea Memorial Arena	400 Ferguson Avenue, Haileybury, ON P0J 1K0	Arena	3253
Waterfront Pool and Fitness Centre	77 Wellington Street South, New Liskeard, ON P0J 1P0	Recreation	1980

Dymond Complex	181 Drive in Theatre Road, New Liskeard, ON P0J 1P0	Garage/Admin/Fire Hall/Community Hall	1500
City Hall	325 Farr Drive, Haileybury, ON P0J 1K0	Admin	980
New Liskeard Public Works Garage	200 Lakeshore Road North, New Liskeard, ON P0J 1P0	Garage/Admin	733
Riverside Place	55 Riverside Drive, New Liskeard, ON P0J 1P0	Community Hall	757
Haileybury Public Works Garage	501 Broadway Street, Haileybury, ON P0J 1K0	Garage	690

7.3 Site Investigation

The proponent will conduct a detailed investigation of the facilities outlined in Table 1 and follow the requirements defined for an American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Level 3 energy audit. A site investigation will be deemed to be finished after the following components have been completed.

- a. Review of available facility drawings, operations and maintenance records, and building condition assessments;
- b. Review of facility utility data over the past 36-months (Sept 2020 to Sept 2023);
- c. Conduct interviews with facility operators and staff to capture site-specific operational knowledge of facility;
- d. Conduct on-site walkthrough of facility to inspect building and perform high-level assessment and evaluation of building's systems to include building envelope, mechanical systems, electrical systems, internal loads, building schedules, and applicability for renewable energy systems;

The site investigation portion must be completed by a P. Eng., CEM, or CEA. A qualified professional is required to approve all final work conducted by proponent members who may not have an equivalent designation.

The City will provide the successful proponent with technical drawings, O&M records, building condition assessments, utility records, and other required information, if available, upon request.

7.4 Energy Modelling

The proponent will develop energy models per facility to determine measure-level, facility-level energy, and GHG results to inform analysis of life cycle costs. The energy model should be calibrated in accordance with the requirements established in the current revision of ASHRAE 14 (required) with a calibration report provided. Accessible and industry-standard energy modelling software such as eQuest, EnergyPlus, RETScreen, or similar equivalent software should be used. Model results must be exportable to RETScreen Expert for potential use by City staff in the future, although it is not required for modeling any of the study buildings. Models shall contain all relevant key building characteristics and building components that impact energy end-use and generate GHG emissions including, but not limited to:

- a. Building orientation;
- b. Building envelope (e.g., roof, walls, windows, doors, floors, thermal bridging, and air infiltration);
- c. Hydronic systems (e.g., domestic hot water and boiler plants);

- d. HVAC and dehumidification systems;
- e. Electrical systems (e.g., plug loads, interior and exterior lighting);
- f. Refrigeration plant and associated systems/equipment;
- g. Automation and control systems;
- h. Air and water heat recovery systems;
- i. Process equipment;
- j. Renewable energy generation.

Proponents should include electricity demand impact modelling, which is a provisional item aimed at better understanding the impact of fuel-switching in facilities, along with future weather modelling over 25 and 50-year time horizons. Future weather modelling is not required, however, utilizing publicly accessible climate projections (climateatlas.ca, climatedata.ca) to assess equipment and building envelope measures at a high-level for Year 10 and Year 20 decarbonization pathways as well as the business-as-usual pathway is required. Study teams should use future climate projections RCP 8.5 in analysis.

7.5 Design Workshop and Interim Progress Reporting

The proponent will lead an in-person design workshop with the City project team and key stakeholders to confirm the overall direction of the Study given the information generated through the site investigation and energy modelling to screen measures for further analysis. The workshop will address site-specific opportunities, constraints, and barriers to implementation of potential energy and mitigation measures. The workshop will present each facility studied and may include the following discussion topics:

- a. Review of any building maintenance and equipment replacement requirements uncovered during the site investigation;
- b. Discussion of any existing capital plan for the building and/or planned maintenance, repairs, replacements, and upgrades over the next 10-years;
- c. Discussion of non-energy or qualitative benefits such as thermal comfort improvements, future-proofing, showcase/educational opportunities;
- d. Brainstorming GHG reduction measures for further analysis and ruling out undesired measures not compatible with the facility's needs.

The proponent will document the workshop and submit a summary of outcomes to the City project team. In addition to the workshop outcomes, the report will include an overview of the finalized site investigations and energy modelling previously completed. All deliverable cost incurred up to that point will be included within the progress report.

7.6 Measure-level Analysis

The Proponent will determine GHG abatement potential and capital cost for each of the measures identified in the design workshop through the use of appropriate energy analysis techniques. Selected non-energy (e.g. electric vehicle chargers) or non-GHG abatement measures (e.g. low impact development) will not be required to be costed. Measures must align with the desired outcomes for the decarbonization pathways of 50% reduction in 10-years, 80% reduction in 20-years, and 50% reduction in 5-years. The following measures must also be analyzed per facility:

- a. Capability of full facility fuel switch from fossil fuels to low emission sources including process loads;
- b. On-site renewable electricity generation potential through photovoltaic panels;

- c. Capacity for recovery and re-use of waste heat;
- d. For any facility components requiring replacement during the study period at least one improved alternate must be studied, where feasible. For example, if windows require replacement within the study period, at least one window improvement measure must be explored.

The description and documentation of each measure explored must include the following:

- i. High-level design of the measure, including major equipment included in the measure and sufficient detail to understand the systemic complexity of the measure (e.g., high-level schematics, equipment sizing, and selection);
- ii. Assumptions used to analyze each measure;
- iii. Annual GHG reduction potential of each measure;
- iv. Capital cost to implement in year zero of the study (adjusted for inflation);
- v. Identification of measures or systems that are interrelated or dependent on each other for successful operation, where applicable;
- vi. Potential commissioning, measurement and verification, and other relevant implementation considerations.

The accuracy of the capital costing in the measure-level analysis should generally be in the range of +/- 20-25%, resulting in a Canadian Institute of Quantity Surveyors Class D level capital estimate.

A range of alternative options for each measure and increasing levels of performance for the same general measure with two or three approaches yielding increasing energy and GHG abatement effectiveness is preferred if possible.

Where possible, energy and GHG metrics studied at the measure level should include:

- a. Total and percentage reduction in operational GHG emissions vs. baseline (tCO₂e and %) including any on-site renewable energy generation;
- b. Greenhouse Gas Intensity (kWh/m²);
- c. Energy Use Intensity (kWh/m²);
- d. Thermal Energy Demand Intensity (kWh/m²);
- e. Embodied carbon impacts of deep energy retrofit measures (tCO₂e) for all pathway scenarios. The proponent can use an approach that uses previous analysis of a measures' embodied carbon to determine its impact, or the proponent can use the Athena Impact Estimator or similar software when studying the embodied carbon impact of a measure.

Financial metrics to be used as part of measure analysis should include:

- a. Capital cost (both absolute and incremental capital cost);
- b. Cost vs GHG savings over the life of the measure proposed (\$/tonne GHG reduction);
- c. Operating savings (energy/carbon savings, maintenance savings);
- d. Simple payback and net present value, where relevant;
- e. Alternative funding sources for specific measures, if feasible.

7.7 GHG Reduction Pathway Scenarios

The proponent will assemble the identified measures into GHG reduction pathway scenarios per facility and conduct a technical and financial analysis to determine the effectiveness of each package. An evaluation of the **minimum performance** and **aggressive deep retrofit** decarbonization pathways will be performed to determine which pathway is feasible per facility along with a business-as-usual scenario.

The scenario packages must include the following:

- a. Full list of measures that comprise the scenario, the description of the measure, and the reasoning behind the measure selection;
- b. A comparison and discussion of the critical GHG reduction and financial metrics;
- c. A summary of non-energy measures;
- d. Sensitivity analysis for each scenario exploring the following external factors:
 - i. Price on carbon: incorporate known future price trend on carbon tax used in the sensitivity analysis to 2023 and then add \$15/tonne after 2030 until the 20-year time horizon is reached;
 - ii. Projected grid emission factors: incorporate Ontario grid emission factor projections for target years in 5-year, 10-year, and 20-year;
 - iii. Near and long-term global warming potential (GWP): utilize GWP factors at 20-year and 100-year time horizons for GHG assessment.

The analysis of each scenario by the proponent is required to document the following financial metrics used in the energy model:

- a. Absolute and incremental capital cost comparison of the **minimum performance scenario** package with any other recommended packages over a straight 20-year capital planning horizon (all costs adjusted back to study baseline year);
- b. Operating costs including maintenance, energy, and carbon costs;
- c. Incremental life cycle cost (ILCC) vs. **minimum performance scenario** package cost over at least 20-years;
 - i. Life cycle costing should consider capital costs, operation and maintenance costs, anticipated cost of utility rates and carbon, available external funding opportunities; residual value at last year of study period using a straight-line depreciation; time value of money assumptions (e.g. interest rates, inflation, etc.)
- d. Cost per tonne of carbon abated over the 20-year study period (\$ILCC/tCO₂e).

7.8 Decision-making Workshop

The proponent will host an in-person workshop to review the facility analysis results and recommendations to reach a final consensus with the City project team and relevant stakeholders on which pathway per facility will be selected to be included in the final Decarbonization Pathway Report.

7.9 Decarbonization Pathway Report

The proponent will develop a Decarbonization Pathway Report chronicling all the GHG reduction pathway scenarios selected along with the non-energy measures for each facility. The report should contain the following components:

- a. Executive summary of study findings;
- b. Introduction;
 - Study scope;
- c. Description of facilities studied;
 - Building information;
 - Building envelope;
 - Mechanical;
 - Electrical;
 - Process and plug loads
- d. Site investigation of facilities;
 - Review of historical utility data;
 - Walkthrough and staff interview summaries;
- e. Facility energy modelling results;
- f. Measure analysis of facilities;
 - Results of measure analysis;
 - Decarbonization capital plan and associated costs;
 - Comparison matrix of cash flow and capital investments aligned over the decarbonization pathways;
- g. GHG reduction pathway capital plan of facilities;
 - Selected GHG reduction pathway;
 - Capital plans estimate for pathway over scenario timelines;
- h. Summary;
- i. Appendices;
 - All scenario assumptions and limitations;
 - All non-selected GHG reduction pathways and measures;

7.10 Presentation to Key Stakeholders

The proponent will present in-person the outcomes from the Decarbonization Pathway Report to the Temiskaming Shores Climate Change Committee and to Temiskaming Shores City Council.

7.11 Data

All calculations, assumptions, excel tables, energy models, and other data points must be supplied to the City in a compatible digital format after the final report is submitted.

7.12 Milestone Schedule

The proponent will work toward the milestone schedule (Table 2) during the duration of the contract, estimated to be completed in six (6) months after project initiation. The proponent will identify if any project milestones cannot be met by the Anticipated Schedule timeline during the Milestone 1 – Kickoff meeting and will provide a revised milestone schedule. The Decarbonization Pathway Report shall be submitted to the City of Temiskaming Shores no later than December 31, 2024.

Table 2. Milestone Schedule

Milestone	Deliverable	Anticipated Schedule (2024)
1. Kickoff	<ul style="list-style-type: none"> • Met with City project team • Confirmed/finalized work schedule 	December (2023)

2. Site Inspection	<ul style="list-style-type: none"> Sites assessed; staff interviewed Data reviewed (utility, BCA) 	January-February
3. Energy Model	<ul style="list-style-type: none"> Facility energy models completed Hosted Design Workshop with project team and stakeholders Submitted summary of Workshop 	March-April
4. Scenario Development	<ul style="list-style-type: none"> Developed multiple scenarios per facility 	April-May
5. Decarbonization Pathway Report	<ul style="list-style-type: none"> Report submitted and approved by project team 	June
6. Presentations	<ul style="list-style-type: none"> Presentations on Report findings to key City stakeholders 	July

7.13 Other Considerations

The proponent will provide the City project team with monthly milestone updates during the length of the contract. The updates should include tasks completed, progress toward tasks, project constraints and opportunities experienced, and other key considerations. Additional considerations that the proponent will need to consider:

- a. Final invoicing to contain cost breakdown per task for all services provided;
- b. The City is not responsible for costs incurred as a result of not understanding the statements in this document. It is the responsibility of the proponent to seek clarification if unsure of what is expected;
- c. The consulting fee shall not exceed the amount stated in the proponent's proposal submission for the specified scope of work described in this document unless the City gives prior authorization in writing;
- d. The selected proponent shall obtain the City's written approval for work deemed additional to the contract, or work that would cause an overage to the fixed fee, prior to proceeding with such work. Otherwise, no increase to the fixed fee will be considered. All services that are excluded by the proponent must be clearly identified in the proposal.
- e. Preference will be accorded to in-person presentations for the Design Workshop (7.5), Decision-making Workshop (7.8), and Presentation to Key Stakeholders (7.10), as opposed to virtual meetings.

8. Proposal Submission

Proposals must be submitted electronically as a single .pdf document as per the instructions outlined in Section 4. Proposals shall include all the necessary elements to be scored according to the evaluation criteria in Section 9.

9. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary. The City is not obliged to seek clarification of any aspect of a proposal.

Representatives from the City will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The City of Temiskaming Shores reserves the right in its

evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposal. The City reserves the right to enter into further discussions in order to obtain information that will allow them to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

The evaluation criteria will be as follows:

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
Company Experience			
A description of the proponent including vision and mission as it relates to the decarbonization of commercial buildings	4	10	40
A description of its knowledge, skills/qualifications, and past experiences relevant to the deliverables and the project objectives	6	10	60
A minimum of three (3) reference projects of similar scope, including the name of the client, approximate contract value, and Key Staff involved in delivering the projects	5	10	50
15%			
Project Team Qualifications			
Identify the Project Manager that will be responsible for the overall delivery of the project and their qualifications in delivering projects of similar scope	5	10	50
Identify the key staff of the proponent, its agents and/or subcontractors that will be leading various elements of the work program and their qualification in delivering projects of a similar scope. Include the team structure in a project organization chart, and CVs can be provided in an Appendix	5	10	50
10%			
Project Understanding and Methodology to Achieve Workplan			
A description of the proponent’s understanding of the project objectives and desired outcomes, and how the proponent’s proposal and experience will be able to deliver on those objectives	7	10	70
A description of the proponent’s methodology and expected timelines to complete each of the Deliverables	7	10	70
A preliminary cost to conduct and complete a Site Investigation, Energy Model, and GHG Reduction Pathway Scenarios for each of the targeted facilities identified in Table 1.	7	10	70
An itemized workplan in a time-task matrix, including assigned staff and their expected hours dedicated to the project. A separate Gantt chart showing the timing and milestone dates for each stage of the project shall also be included and shall conform to the timelines in Energy Modelling (section 8). Do not include any hourly rates or pricing info	7	10	70

Identify expectations of City staff, including acceptable review time frames for draft and final deliverables	7	10	70
35%			
Value Added			
Identification of innovative approaches for the work plan and project that provide benefit to the City (all value-added services must be included in the overall project costs)	10	10	100
10%			
References			
Each proponent is requested to provide three (3) references from similar contracts held within the last five (5) years. The reference checks will be completed for the highest scoring proponent only. Should the highest scoring proponent receive one or more negative reference(s), the City, at its discretion, may remove the proponent and proceed to the next highest proponent. Each reference should include the following: <ul style="list-style-type: none"> • Company name • Description of work provided • Approximate value of the work • Contact name and title • Phone number • Email address • At least two clients that are within Ontario The City and/or staff that are currently employed with the City, and any individual employed within the past three years should not be listed as client references or utilized to provide letters of recommendation, letters of acknowledgement or any similar documentation meant to provide the same information	Pass/Fail		Pass
Pass/Fail			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal.	30	10	300
30%			
Total Score			1000

10. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing

date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible for ensuring that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

11. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

12. Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

13. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

14. Subcontracting

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

15. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

16. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

The policies shall include City of Temiskaming Shores as an additional insured and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

17. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

18. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

19. Freedom of Information

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

20. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

21. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

22. Finalizing Terms

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's proposal without offering the other proponents, the right to amend their proposals.

23. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

24. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

25. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

26. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;
- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;

- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

27. Cancellation

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the City. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid only goods and/or services which shall have been satisfactorily completed at the time of termination.

Should the City or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination not less than 90 days from the date of termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the contract.

28. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

29. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

30. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

31. Errors & Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

**City of Temiskaming Shores
RS-RFP-005-2023
Building Decarbonization Feasibility Study**

Form of Proposal

I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Proposal.

We/I hereby offer to enter into an agreement for the services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Bid Form	Amount
Building Decarbonization Feasibility Study as per Scope of Work (exclusive of HST)	\$.00

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Company Name: _____

Contact Name (Print): _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Bidders Authorized
Official (Print) _____

Title _____

Authorizing Signature _____

Date: _____

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFP-005-2023
Building Decarbonization Feasibility Study**

Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Bidders Authorized
Official (Print)

Title

Authorizing Signature

Date:

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFP-005-2023
Building Decarbonization Feasibility Study**

Conflict of Interest Declaration

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Bidders Authorized
Official (Print)

Title

Authorizing Signature

Date:

Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFP-005-2023
Building Decarbonization Feasibility Study**

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Bidders Authorized
Official (Print)

Title

Authorizing Signature

Date:

I, _____, declare that I, or my company, are in **full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted