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City of Temiskaming Shores
Request for Proposal
RS-RFP-004-2021

Haileybury Fire Hall – Advocate Architect

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



1.0 Purpose and Intent

This Request for Proposal describes the requirements of the Corporation of the City of Temiskaming Shores for professional consulting services related to the construction of the new Haileybury Fire Hall to be located at 25 Rorke Ave in Haileybury. The successful proponent shall provide technical expertise as a neutral third party between the Corporation and the designated builder of the Haileybury Fire Hall, CGV Builders Inc. Services shall be provided during the detailed design phase, construction phase and warranty phase. It is the intent of the City of Temiskaming Shores to enter into an agreement with a qualified firm for these services from among those who submit proposals.

2.0 Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km² and has a population of approximately 9,900.

The former Towns of Haileybury, New Liskeard and the Township of Dymond amalgamated in January 2004 to become the City of Temiskaming Shores, which is a single tier municipality.

3.0 Definitions

The Corporation of the City of Temiskaming Shores shall hereinafter be referred to as the “City”.

4.0 Submission

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

tenders@temiskamingshores.ca

Subject line: RS-RFP-004-2021 “Haileybury Fire Hall – Advocate Architect”

Addressed to: Logan Belanger, Clerk

The closing date for the submission of proposals will be at **11:00 am local time on Tuesday June 8, 2021**.

- 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 enter into negotiations with a firm and any changes to the proposal that are acceptable to both parties will be binding.
- The proposals shall be valid for thirty (30) days from submission date.

5.0 Questions

Any questions or concerns with respect to the Quotation document and contents are to be directed to:



Matt Bahm

Director of Recreation
City of Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON P0J 1K0
Phone: (705) 672-3363 ext. 4106
mbahm@temiskamingshores.ca

6.0 Background

The City requires Advocate Architect services during the construction of the New Haileybury Fire Station to be located at 25 Rorke Ave. in the former Town of Haileybury. The City of Temiskaming Shores Fire Department consists of two full-time staff and a compliment of three volunteer brigades. Volunteers are stationed at one of three stations: Dymond Station, New Lisheard Station and Haileybury Station.

Haileybury Station (also known as Station 1) is currently located at 468 Georgina Ave within downtown Haileybury. The building was constructed in 1923 and has been in continual use as a fire station since its construction.

Station 1 provides primary fire protection coverage to approximately 91 km² of the southern section of the City of Temiskaming Shores. In addition, this station provides backup emergency response to Station 2 and Station 3. Station 1 also provides heavy rescue services outside the City's borders, responds to mutual aid activations as part of the mutual aid plan, and houses special wildland firefighting equipment.

Request for Proposal RS-RFP-002-2021 (Appendix 01) was released on February 18, 2021 and closed to bids on Thursday April 15, 2021. The general scope of work included:

- Preparation of construction documents for development of the site and construction of a building meeting the requirements of the concept building and site layout.
- Preparation and Submittal of Site Development Drawings to the City of Temiskaming Shores for review and approval. Addressing any and all comments and/or conditions of approval for said site development drawings.
- Preparation and submittal of building design drawings to the City of Temiskaming Shores for review and approval.
- Obtaining all necessary permits prior to start of construction activities on the site.
- Providing a cost to complete all necessary tasks, for completion of the Design-Build Process including construction of the approved site improvements and approved building to house fire services of Station 1.

In total, seven bids were received with six being considered complete and meeting the minimum requirements. Senior staff reviewed the submissions thoroughly and the bid from CGV Builders was the scored as the highest bid. CGV Builders was subsequently awarded the project for an upset limit of \$2,090,000 (Appendix 02).

The winning bid from CGV Builders would see a 9,400 sqft pre-engineered steel building be built upon a reinforced raft foundation. The building would include various offices, a training room, apparatus room, various mechanical rooms and a locker room for firefighters.



The schedule for the project at the current step is as follows:

- Working Drawings Completed – End of June
- Shop Drawings / Procurement – July/August
- Mobilization – Mid-August
- Foundation & Site Grading – Mid August to Mid-September
- Pre-Engineered Steel Building Erection – Spring 2022
- Interior Finishing – Late Spring 2022
- Building Handover – July 1, 2022

7.0 Scope of Work

The scope of work for this RFP includes three components:

1. Design Development and Construction Documents

The successful proponent shall:

1. Review all submissions by the design-builder regarding development of the design and construction documents and report upon any observed deviation from the Design-Build Contract and/or the Owner's Statement of Requirements
2. Make suggestions to the City regarding possible changes in design, materials or building systems that the City may wish to consider;
3. Monitor the progress of the work relative to the approved Development Schedule which forms part of the Design-Build Contract and report on deviation from that schedule;
4. Facilitate review and approval of final design and construction documents by the City;
5. Communicate with design-builder on behalf of client throughout the Design Development and Construction Documents Phase;
6. Assist in negotiation of any disputes which arise and failing resolution assist the client in following agreed subsequent procedures for dispute resolution.

2. Construction Phase Services

The successful proponent shall:

1. Be a representative of the City;
2. Advise and consult with the City;
3. Examine, evaluate and report to the City upon representative samples of the Work;
4. Keep the City informed of the progress and quality of the Work, and report to the City defects and deficiencies in the Work observed during the course of the site reviews;
5. Determine the amounts owing to the design-builder under the design-build contract based on the architect's observations and evaluation of the design-builder's application(s) for payment;



6. Issue certificates for payment in the value proportionate to the amount of the design-build contract, of Work performed and products delivered to the place of the Work;
7. Render interpretations in written and graphic form as may be required with reasonable promptness on the written request of either the City or the design-builder;
8. Render written findings within a reasonable time, on all claims, disputes and other matters in question between the City and the design-builder relating to the execution or performance of the Work or the interpretation of the design-build contract documents;
9. After consultation with the City have the authority to reject Work which does not conform to the design-build contract documents, and whenever, in the architect's opinion, it is necessary or advisable for the implementation of the intent of the design-build contract documents, have the authority to require special inspection or testing of Work, whether or not such Work has been fabricated, installed or completed;
10. Review and take other appropriate action with reasonable promptness upon such design-builder's submittals as shop drawings, product data, and samples, for conformance with the design-build contract documents;
11. Determine the date of Substantial Performance of the Work;
12. Receive from the contract and forward to the City for the City's review the written warranties and related documents;
13. Verify the validity of the design-builder's application for final payment and issue a certificate of final payment;
14. Communicate with design-builder on behalf of City throughout the Construction Phase;
15. Assist in negotiation of any disputes which arise and failing resolution assist the City in following agreed subsequent procedures for dispute resolution.

3. Warranty Phase Services

The successful proponent shall:

1. Assist the City in identifying and communicating observed building defects to the design-builder and requesting their prompt correction, throughout the one-year warranty period following Substantial Performance of the work;
2. Inspect the facility with the City and the design-builder immediately prior the expiration of the one-year warranty period to assist the City with the identification of defects which should be corrected under warranty;
3. Investigate and assist in resolving issues which may arise concerning the City's use and occupancy of the new building during the one-year warranty period;
4. Communicate with design-builder on behalf of City throughout the One Year Warranty period;
5. Assist in negotiation of any disputes which arise and failing resolution assist the City in following agreed subsequent procedures for dispute resolution.



8.0 Project Authority

The Project Authority for issuance of the RFP is the Director of Recreation for the City of Temiskaming Shores, reporting to the City Manager.

The awarding of the contract may be subject to the approval of City Council.

All inquiries shall be directed in writing via email to the person identified in Part 5.0 - Questions.

9.0 Commitment to Negotiate

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

Respondents not initially selected as the successful respondent 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.

10.0 Preparation of Proposals

All costs and expenses incurred by the respondent relating to its proposal will be borne by the respondent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the respondent 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.

11.0 Nature of Request for Proposal

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

12.0 Amendments

The City may modify, amend or revise any provision of this RFP or issue any addenda at any time. Any modification, amendment, revision or addenda will be in writing and will be provided to all respondents.

Proponents finding discrepancies or omissions in the draft Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City. If the City determines that an amendment is required to this RFP, the City will issue an addendum. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

The City reserves the right to vary the scope of work prior to the award of the contract.

13.0 Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals.

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 Proposals.



EVALUATION CRITERIA – MANDATORY	PASS/FAIL
1. Form of Quotation 2. Non-Collusion Affidavit 3. Conflict of Interest Declaration 4. Proof of insurance coverage	

	Total
Qualifications, Expertise and Performance on Similar Projects (15%)	
Experience with past project consultations of a similar nature.	15
Experience and Qualifications of Project Team (10%)	
Relevant qualifications and experience of key team members.	10
Knowledge of City and Project (20%)	
Demonstrated knowledge of the City, and knowledge of the Haileybury Fire Station Design-Build project.	20
Work Methodology (15%)	
Detailed explanation of firm’s methodology and work processes.	15
Estimated Fees and Disbursements (40%)	
Cost estimates are evaluated for completeness and lowest is scored 40 points, next 32 points, then 24 points, etc. If more than 5 proposals, then only 5 lowest bids are to receive points, and the remaining higher bids will be given 4 points. Prices with a differential of less than 3% will be scored equal.	40
Total Score:	100

14.0 Revisions to Request for Proposal

If it becomes necessary to revise any part of this RFP or, if the respondents require additional data to interpret any of its provisions, the revisions or additional data will be provided to all respondents participating in the RFP process at that stage.

If revisions or additional data are necessary after the closing date for proposals, revisions or additional data will be provided only to those respondents who have submitted responses and met the basic requirements. Such respondents will then have the opportunity to modify their proposal.

15.0 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; or
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 project as it so determines in its sole and absolute discretion;
5. To waive irregularities and formalities at its sole and absolute discretion.

16.0 Clarifications of Proposal

1. The City reserves the right to request the clarification of the contents of any proposal.
2. The City may choose to meet with some or all of the respondents to discuss aspects of their respective proposals.
3. The City may require respondents to submit supplementary documentation clarifying any matters contained in their proposals and seek the respective respondent's acknowledgment of that interpretation. The supplementary documentation accepted by the City and written interpretations which have been acknowledged by the affected respondent shall be considered to form part of the proposals of that respondent. After the time and date set for receipt of proposals, only the supplementary documentation specifically requested by the City for the purpose of clarification shall be considered as part of a proposal.
4. The City is not obliged to seek clarification of any aspect of a proposal.

17.0 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 respondent will enter into the contract documentation, and does not mean that the successful respondent's proposal is necessarily totally acceptable in the form submitted. After the selection of the successful respondent's proposal, the City has the right to negotiate with the successful respondent and, as part of that process, to negotiate changes, amendments or modifications to the successful respondent's proposal without offering the other respondents, the right to amend their proposals.

18.0 Evaluation is Final and binding

By responding to this Request for Proposal the respondents agree that the decision of the Evaluation Team is final and binding.

19.0 Publication of Names of Respondents

1. The City may, at any time, make public the names of all respondents.
2. Additional information may be released in accordance with *the Freedom of Information and*



Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended.

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

20.0 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 Engineer or 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 Engineer;
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.

21.0 Insurance

The Contractor shall provide proof of general liability insurance having limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property and including the City as an additional insured and containing a cross liability clause.

22.0 Submission Documents



City of Temiskaming Shores

RS-RFP-004-2021

Haileybury Fire Hall – Advocate Architect

FORM OF QUOTATION

Consultant's submission of proposal to:

The Corporation of the City of Temiskaming Shores

Stipulated Price

We/I, _____

(Registered Company Name/Individuals Name)

Of, _____

(Registered Address and Postal Code)

Business: _____

Phone Number: _____

Email: _____

We/I hereby offer to enter into an agreement to supply services, as required in accordance to the proposal for a price of:

Lump sum price before HST: \$ _____ .00



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NON-COLLUSION AFFIDAVIT

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached quotation 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 quoted 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.

Signed _____

Company Name _____

Title _____



**City of Temiskaming Shores
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CONFLICT OF INTEREST DECLARATION

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation 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 quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at _____ this _____ day of _____, 2021.

FIRM NAME: _____

BIDDER'S
AUTHORIZED OFFICIAL: _____

TITLE: _____

SIGNATURE: _____