

**THE CORPORATION OF
THE TOWN OF SMOOTH ROCK FALLS**



REQUEST FOR PROPOSALS 2021-05

**RFP FOR ARCHITECTURAL SERVICES FOR THE
DESIGN & RENOVATIONS OF THE FIREHALL
EXTENTION AND POOL CHANGE ROOM
RENOVATIONS**

Closes: 11:00AM, May 21st, 2021

***** ELECTRONIC PROPOSAL SUBMISSIONS ONLY *****

COMMUNICATIONS NOTICE

All questions related to this Request for Proposals (RFP) or any clarification with respect to this RFP must be made by the Question Deadline noted in the Bid Details in order that Town staff may have sufficient time to respond. The Town reserves the right to extend the deadline for questions if required regarding this RFP.

Written answers or clarifications to issues of substance shall be shared with all Proponents and issued as part of the RFP in the form of an Addendum.

It is the sole responsibility of each Proponent to check the website for any and all Addenda that have been issued for this Request for Proposals.

REQUEST FOR PROPOSALS NOTICE

RFP FOR ARCHITECTURAL SERVICES FOR THE DESIGN & RENOVATIONS OF THE FIREHALL EXTENTION AND POOL CHANGE ROOM RENOVATIONS

Closes: 11:00AM, May 21st, 2021

Only electronic Proposal submissions shall be accepted and received to Shane Skinner, EP Director of Public Works by email: shane.skinner@townsrf.ca by the closing date and time stated above.

There is no public opening for this Request for Proposals.

1.0 SCOPE OF WORK

RFP FOR Architectural Services for the Design & Renovations of the Smooth Rock Falls Pool and Community Hall.

2.0 CONTRACT REQUIREMENTS

Proponents are advised of the following contract requirements for this Request for Proposals:

3.0 SITE MEETINGS

A mandatory site meeting is scheduled on Friday May 14th, 2021 at 11:00 AM. Attendees are asked to meet in the parking lot to the pool corner of Hollywood Street and 6th Street.

INSTRUCTIONS TO PROPONENTS

Request for Proposals

These Instructions define your obligations and limit your rights.

Failure to follow the instructions may result in the disqualification of your Proposal. Read carefully.

1. Interpretation

- (1) In these Instructions to Proponents, Special Instructions, Proposal Submission Information and Form of Proposal, unless expressly provided otherwise, the following definitions shall apply:

“Addendum” and “Addenda” means a written addendum or addenda issued with respect to this RFP;

“Benchmark” means the minimum required score by category and by overall score of a Proponent’s Proposal in order to proceed from Step 1 to Step 2 of the evaluation process, as set out in the Proposal Submission Information;

“Bid” shall have the same meaning as Proposal.

“Bidder” shall have the same meaning as Proponent.

“Bidding System” means the electronic system used by the Town for the advertisement of public bid opportunities at the following website: <https://Smooth Rock Falls.bidsandtenders.ca>, and which is required to be used for all dissemination of information by or on behalf of the Town and submissions from Proponents for this Request for Proposals.

“Business Day” means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by Law to be closed or any other day on which the administrative offices of the Town are closed;

“Town” means the Town of Smooth Rock Falls and includes its designated employees, officials and agents;

“Town’s Representatives” includes the Town’s elected officials, officers and employees, and those agents, representatives, Independent Consultant and other persons expressly authorized by the Town to act on its behalf, excluding the Successful Proponent and its Subcontractors;

“Closing Time” means the deadline by which to submit Proposals for this RFP set out in the RFP Notice, as may be amended by Addendum or other written notice of the Town ;

“Contract” means the contract arising upon the acceptance of a Proposal and award of the Contract by the Town in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a Successful Proponent;

“Contract Documents” means those documents as set out in subsection 1(3) of these Instructions to Proponents;

“Contractor” shall have the same meaning as Successful Proponent;

“Electronic Bidding” means a method of issuing this Request for Proposals and/or receiving Proposals where the process of using and/or receiving Proposals by internet is considered appropriate.

“Evaluation Team” means a team consisting of members of Town staff and, where considered appropriate by the Town in the exercise of an absolute discretion, Independent Consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;

“Form of Proposal” means the proposal form relating to the Work, as the case may be, and for the sake of greater certainty includes the Proposal Form and Schedule of Prices.

“Goods” means any item of tangible personal property or computer software, and includes:

- (i) deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property;
- (ii) tickets or like evidence of right to be in attendance at a particular place at a particular time or times or of a right to transportation; and
- (iii) energy, however generated;
- (iv) items of tangible personal property that are intended for installation as a fixture or otherwise for incorporation into land, a building or structure, or that are ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed or fertilizer;

“Independent Consultant” means any consultant, other than the Successful Proponent, retained by the Town to advise or perform services on the behalf of the Town with respect to the Work;

“Interlineation” means the act of writing between the lines of the document, to add something to the pre-printed text of the Form of Proposal;

“Law” means all statutes, laws, by-laws, regulations, requirements, ordinances, notices, rulings, orders, directives, policies and controls of the municipal, provincial, and federal governments and any other lawful authority and all court orders, judgments and declarations of a court of competent jurisdiction;

“Procurement Manager” means the Town’s Director of Public Works or the Town’s Director of Financial Services;

“Project Manager” means the person designated by the Town to manage the delivery or performance of the Work to which this Contract relates, or to oversee the Work and/or the Town’s obligations under this Contract and when there is no such designate appointed by the Town, the Director of Public Works shall be the Project Manager;

“Proponent” means any person submitting a Proposal in response to this RFP;

“Proposal” means a proposal made by a Proponent in response to this RFP;

“Proposal Submission Information” means the submission requirements and evaluation and selection process information for Proposals contained in this RFP;

“RFP” means this Request for Proposals including the Communications Notice, RFP Notice, Instructions to Proponents, Special Instructions, Proposal Submission Information, Form of Proposal, Schedule of Prices, Terms of Reference or Specifications, sample Contract for Work, General Conditions, Special Conditions, any other schedules and appendices, and all Addenda to the RFP together with all other documents expressly forming part of the RFP for the Work (also collectively referred to as “RFP Documents”);

“Services” means a service of any description required in order to complete the Work, whether commercial, industrial, trade, or otherwise, and includes all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in Goods;

“Subcontractor” is a person or entity having a direct contract with the Successful Proponent to perform a part or parts of the Services or to supply Goods or Services with respect to the Work, upon the prior approval of the Town ;

“Successful Proponent” means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by the Town ;

“Value Added Taxes” means such sum as shall be levied upon the Total Contract Price by the federal or provincial or territorial government and is computed as a percentage of the Total Contract Price and includes the Goods and Services Tax, the Ontario Retail Sales Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Proponent by the tax legislation;

“Total Contract Price” means the fully inclusive, all-in total contract price, constituting the sum of all costs quoted by a Proponent in its Proposal with respect to the Work,

- (i) including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs; but
- (ii) excluding any options or alternatives requested in the Contract Documents that the Town elects not to purchase; and
- (iii) excluding Value Added Taxes or other applicable sales taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein;

“Unit Price” means any unit price or other component of the Total Contract Price;

“Work” means everything to be done, supplied or provided by the Successful Proponent under the Contract as applicable.

- (2) Where in this RFP a reference is made to the express written agreement of the Town , it shall be understood that the Town shall not be deemed or construed to have agreed to any stipulation, specification, exclusion, limitation or other term or condition set out in a Proposal that deviates from a provision set out in any of the RFP Documents, unless that deviation is expressly confirmed in a written and express amendment to that agreement.
- (3) In the event of a conflict or inconsistency between, or an omission or ambiguity with respect to, any term(s), condition(s) or provision(s) contained in any of the following Contract Documents, the term(s), condition(s) or provision(s) contained in the following documents shall apply and prevail in the following successive order of priority to the extent of such conflict, inconsistency, omission or ambiguity or incongruity:
 - (1) any Addenda to this RFP;
 - (2) Proposal Submission Information;
 - (3) Terms of Reference or Specifications;
 - (4) Special Conditions;
 - (5) any contract drawings;
 - (6) Special Instructions;
 - (7) General Conditions;
 - (8) Instructions to Proponents;
 - (9) the sample Contract for Work;
 - (10) Form of Proposal, including Schedule of Prices;
 - (11) any other documents that form a part of the Request for Proposals;
 - (12) Successful Proponent’s Proposal, as accepted by the Town .
- (4) Notwithstanding subsection 1(3) of these Instructions to Proponents, in the event of conflict between any of the provisions of the Contract Documents, the provision most favourable to the Town , in the Town’s determination, shall prevail and apply.
- (5) The Town shall not be bound by any oral representation or communication whatsoever, including but not limited to any instruction, amendment or clarification of these Instructions to Proponents or any of the Contract Documents, or any information, advice, inference or suggestion, from any person (including but not limited to an elected official, employee, agent, Independent Consultant or representative of the Town) concerning a Proponent’s submissions, the RFP, the Contract Documents, the proposed Contract or any other matter concerning the RFP or Work. In addition, the Town shall not be bound by any written representation whatsoever concerning a Proponent’s submissions, the RFP, the Contract Documents, or any other matter concerning the RFP or Work, unless executed by the person designated and authorized in accordance with the Contract Documents or in accordance with a direction or authorization of Town Council.

- (6) In these Instructions to Proponents, Special Instructions, Proposal Submission Information and Form of Proposal, unless expressly provided otherwise,
- (a) the provisions shall be read with changes of gender, number or corporate status as the context may require;
 - (b) a reference to any Law or to a provision thereof shall be deemed to include a reference to any Law enacted in substitution thereof or amendment thereof;
 - (c) the headings to each section are inserted for convenience of reference only and do not form part of the RFP;
 - (d) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants;
 - (e) all amounts are expressed in Canadian dollars and to be secured and payable in Canadian dollars;
 - (f) all references to time shall be deemed to be references to current time in the Town ;
 - (g) any reference to an officer of the Town or to a person holding a specific position shall be construed to mean the person holding that office or position from time to time and shall include a designate, delegate or deputy of that person and successor to the office or position;
 - (h) any words and abbreviations, which have well-known professional, technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings;
 - (i) the number of days shall be calculated by,
 - (a) counting all days including Saturdays, Sundays and public holidays, provided, however, that if the final day of any period shall fall on a Saturday, Sunday or public holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or public holiday;
 - (b) where “month” is referred to, it shall be a calendar month.

2. Nature of the RFP

- (1) The RFP is an invitation to Proponents describing the intent, purpose, requirements and concerns of the Town and prescribes how Proponents are to respond to this RFP.
- (2) This RFP may contain a general description of the Town’s requirements, including location constraints, information on space requirements, performance requirements and other technical specifications, warranty and maintenance requirements and other factors that the Town intends to take into account in the award of the Contract.
- (3) These Instructions to Proponents, the Proposal Submission Information and other RFP Documents explain how Proponents are to submit Proposals and address certain legal

requirements and implications relating to the Proposal process and Contract and summarize how the Contract will be concluded.

(4) Without limiting any other right or privilege of the Town contained in the RFP, the following rules shall govern the evaluation of Proposals:

- i) The Town may consider the full range of options, amenities and enhancement features offered by a Proponent when awarding the Contract. The Town shall be the sole judge as to whether the added value offered in respect thereof justifies any additional expenditure. This RFP may be subject to possible cost constraints, which the Town shall not be obliged to disclose to any Proponent, which may rule out the selection of a Proposal. While the Town shall not be obligated to consider optional features, no optional features will be considered by the Town unless the Proponent's submission fully complies with the RFP in all respects.
- ii) The Town reserves the right to award the Contract based solely upon considerations of Total Contract Price, or Total Contract Price with Options, or upon performance, technical, warranty, maintenance, compatibility and other considerations contained in section 11 (Reserved Privileges of the Town), section 15 (Obligation of Suppliers to Deal in Good Faith) and section 16 (Record and Reputation), or any combination thereof, as the Town considers it in its best interests to do so.
- iii) Where compliance with any specified criteria is stated to be a condition precedent to the award of the Contract, that condition shall be deemed to be for the exclusive benefit of the Town , which may elect to waive that condition in its absolute discretion, and the Town shall not be liable to any person by reason of so doing.
- iv) Based upon the evaluation criteria set by the Town , all compliant Proposals shall be evaluated, and a recommendation may be made to Council (or the designated person with authority delegated by Council to approve the recommendation for award) to award the Contract to the Proponent whose Proposal best satisfies the criteria that have been established by the Town , but where the Town for any reason in its sole discretion decides that all Proposals received were unsatisfactory, or that the terms and conditions set out in the RFP or an Addendum cannot be realized with that Proponent whose Proposal best satisfies the criteria that have been established by the Town , then the Town reserves the absolute right, as it sees fit,
 - (a) to revise and reissue the RFP;
 - (b) to cancel the RFP,

And in no such case shall any person have any legal claim or recourse against the Town and the Town's representatives on any ground whatsoever. The exercise of a right by the Town shall not preclude the exercise by the Town of any other right.

- v) The Proposals will be evaluated based on the criteria listed in this RFP and any Addendum or Addenda thereto. Unless a specific weighting is indicated in this RFP or any Addendum or Addenda thereto,

- (a) The Town may give such weighting to each of the identified criteria as the Town considers appropriate; and
- (b) It is within the exclusive discretion of the Town to determine which of the features specified by a Proponent and any other features specified in the RFP or any Addendum or Addenda thereto offers the Town the best value for money.

Subject to the foregoing, the criteria for the evaluation of Proposals shall be as specified by the Town from time to time, and the Town shall be the sole authority to determine how those criteria are to be interpreted and applied, and the weighting to be given to each criterion, if any.

- vi) The Evaluation Team may include such members of the Town's staff and outside Independent Consultants as the Town considers is necessary or advisable to provide proper technical (including legal and financial) evaluation and analysis of the Proposals that have been made. Depending upon the background and expertise required, evaluators may not individually score every component. The Evaluation Team will meet as required to create a team score for each Proponent's Proposal. The Evaluation Team may modify the Evaluation Team's score to reflect additional information obtained during the clarification of Proposals or at any meetings or interviews scheduled with Proponents.
 - vii) The Town shall not be obliged to disclose the evaluation scores of any individual member of the Evaluation Team, nor to justify any score awarded by that team or any member thereof. In the absence of evidence of manifest bad faith, any evaluation carried out by the Evaluation Team shall be considered to be fair and accurate for all purposes and shall not be subject to review by any court or other tribunal.
- (5) The Town wishes to fully understand each Proponent's Proposal. Therefore, each Proponent is encouraged to submit any additional material that it believes will facilitate the evaluation process, subject to any page quantity submission restrictions contained in this RFP. Furthermore, the Proponent must make available to the Town additional evaluation information as requested by the Town .
- (6) At its election, the Town may use the RFP process to identify a short-list of Proponents. Following an initial evaluation, the Town may invite such number of the top-ranked Proponent(s) as it considers advisable, to present their concept to the Evaluation Team in a formal interview session. Performance in this interview may be taken into account in the evaluation process.

3. Proposal Submissions and Form of Proposal

- (1) Every Proposal **shall**
 - (a) be submitted on the Town's prescribed Form of Proposal in its entirety;
 - (b) be legible;
 - (c) be completed in English;
 - (d) be submitted through to the email provided;

- (e) have all of the required blank spaces provided on the Form of Proposal completed by the Proponent;
 - (f) include all material, Goods, Services, equipment and labour, required to complete the Work; and
 - (g) state all prices in Canadian funds, unless otherwise stipulated.
- (2) Electronic Proposal submissions only, shall be accepted and received by email, on or before the closing date and time stated in this Request for Proposals.

A Proposal submitted by mail, in person, fax, e-mail or other electronic means, other than through the email provided, will not be accepted.

- (3) Time is of the essence with respect to the submission of a Proposal. It is the **sole** responsibility of each Proponent to ensure that its Proposal is received by the Town on or before the closing date and time stated in the Request for Proposals document. The closing time shall be determined by the email time stamp.

Proponents are advised that the timing of their Proposal submission is based on when the Proposal is **RECEIVED** by the email system, not when a Proposal is submitted by a Proponent, as Proposal transmission can be delayed in an “internet traffic jam” due to file transfer size, transmission speed, etc.

- (4) Proponents shall allow sufficient time to upload their Proposal submission, including any attachments. Late Proposal submissions shall not be accepted by the Town.
- (5) It is the exclusive responsibility of each Proponent to submit a complete Proposal in accordance with the Request for Proposals.
- (6) All documents prepared and work carried out by a Proponent in preparing a Proposal, and all oral presentations to the Town in connection with a Proposal, shall be without cost to the Town, and neither the Town’s publication of a Request for Proposals nor the submission of a Proposal shall be construed to oblige the Town to award a Contract.
- (7) A Proposal should, where printed or typed, be set out in print no smaller than Arial 12 point or Verdana 12 point and except where otherwise directed.
- (8) All words and phrases forming part of a Proposal should be written out in full, and abbreviations should not be used.
- (9) No amendment may be made to a Proposal after it has been submitted, except in the circumstances set out in section 7 and subsection 10(4) of these Instructions to Proponents.

4. Confidentiality

- (1) In accordance with the Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”) and Personal Health Information Protection Act (“PHIPA”), this will notify the Proponents that any personal information Proponents provide is being collected under authority of the *Municipal Act, 2001*, SO. 2001, c. 25, as amended, and will be used in the

evaluation process and, with respect to the Successful Proponent, for the purposes of the subsequent Contract. All correspondence, documentation and information provided to the Town and/or the Town's Representatives by any Proponent in connection with, or arising out of this RFP, and any Proposal submitted to the Town will become the property of the Town and a record of the Town. The foregoing records and the Contract Documents are subject to the provisions of the MFIPPA and PHIPA and the Town's obligations hereunder and may be released pursuant to such Acts. The Proponent's name at a minimum will be made public on request. In addition, certain contractual information must be disclosed to Council and accordingly may become part of the public record. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's submission to this RFP.

- (2) For the purposes of MFIPPA, Proponents may mark as confidential any scientific, technical, commercial, proprietary or similar confidential information contained in their submission, the disclosure of which could cause them injury, except the Total Contract Price and their name. Complete Proposals are not to be identified as confidential. A watermark or rubber stamp imprint is suitable for this purpose. Subject to subsection (1), the Town will use its best efforts not to disclose any information so marked but shall not be liable in any manner to a Proponent or any other person where information is disclosed by virtue of an order of the Privacy Commissioner, a court of competent jurisdiction or otherwise as required by Law. The Town further makes no representations or warranties that the identification of a document as confidential will prevent its release under the provisions of MFIPPA, PHIPA or otherwise under Law. Any information in the Proponents' submissions that is not specifically identified as confidential may be treated as public information.
- (3) Information regarding the application of MFIPPA and PHIPA is available from the Access to Information and Privacy Section of the Town Clerk's office at Town Hall.
- (4) Confidentiality of records and information of the Town relating to the Work must be maintained at all times. All correspondence, documentation and information provided by Town and/or the Town's Representatives to any Proponent in connection with, or arising out of this RFP or the acceptance of any Proposal remains the property of the Town; must be treated as confidential; and must not be used for any purpose other than for replying to this RFP and for fulfillment of any related subsequent Contract. Where any proprietary or confidential information belonging to or in the care of the Town is disclosed to any Proponent in connection with the RFP, the Proponent shall
 - (i) safeguard all information provided by the Town and the Town's Representatives, or any other person at the request of the Town;
 - (ii) maintain in strict confidence and not reproduce or disclose any such information to any person except as required by Law or as expressly permitted in advance by the Town in writing;
 - (iii) return forthwith and without demand all such information as may be in documentary form or recorded electronically by the Closing Time; and
 - (iv) Not use any such information for any purpose other than the purpose for which it was provided by the Town or by any other person at the request of the Town.

5. Prices

- (1) The Town shall not be required to cause prices to be read out publicly on the opening of Proposals or at any other time.
- (2) There is no public opening for this Request for Proposals.
- (3) Proposals shall be reviewed further to determine compliance with the Request for Proposals.
- (4) Unit Prices and other monetary components of the Total Contract Price will not be disclosed.
- (5) Unless otherwise stipulated in the Special Instructions, all prices bid, including any Unit Prices, must be in stated in Canadian funds.
- (6) All prices shall be quoted exclusive of Value Added Taxes and the Town may adjust any price quoted contrary to this requirement, unless otherwise specified in the Form of Proposal or any Special Instructions.
- (7) Subject to subsection (6), all prices include all excise taxes, customs duties, customs clearance and brokerage fees, royalties and patent or licence fees.
- (8) The award of the Contract may be based on considerations other than price and may employ the utilization of a scoring method using evaluation criteria, as provided in this RFP.
- (9) Once the Contract has been awarded, only the Total Contract Price of the Successful Proponent will be disclosed. Official notification will only be given to the Successful Proponent; however, persons who submitted a Proposal may obtain the Total Contract Prices for all Proponents upon request to the Purchasing Department.
- (10) Award information will be posted on the Town website.

6. Conflict of Interest (Proponents)

- (1) No employee of the Town shall personally sell Goods or Services to the Town, nor have a direct or indirect interest in a company that sells Goods or Services to the Town.
- (2) The Town may reject any Proposal submitted, or cancel any contract awarded, in contravention of this section.
- (3) Each Proponent respectively shall be deemed to have warranted that it has not employed or retained any person, other than a bona fide employee, agent or broker working for the Proponent, to solicit or secure the proposed contract, and that it has not paid or agreed to pay any person, other than a bona fide employee, agent or broker working solely for the Proponent, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of that proposed contract, or as an inducement to be awarded that contract. Without

prejudice to any of its other rights, the Town reserves the right to annul any contract or other arrangement entered into with a Proponent where there is a breach of this warranty.

- (4) Prior to the award of the Contract, no Proponent shall contact any elected official of the Town or member of Town staff or Independent Consultant retained by the Town with respect to its Proposal, the RFP or the proposed Contract.
- (5) Except with the prior express written consent of the Town ,
 - (a) No Proponent shall act on behalf of the Town with respect to any matter, issue or in connection with any property in which the Proponent or any director, officer, employee or Subcontractor of the Proponent has a direct or indirect pecuniary interest, including any contingent interest;
 - (b) Before submitting any Proposal to act on behalf of the Town, the Proponent shall exercise reasonable due diligence to confirm that there is no conflict of interest within the contemplation of subsection (5) (a) or subsection (6);
- (6) Each Proponent shall not act in any case where there may be any conflict of interest between it (or any of its directors, officers, employees or Subcontractors) and the Town, and each Proponent shall notify the Town, in writing, immediately of any potential conflict of interest that may arise prior to the award of the Contract and fully disclose any details thereof.

7. Withdrawal of Proposals by Proponent

- (1) Proponents may withdraw their Proposal prior to the closing date and time of the Request for Proposals.
- (2) Requests to withdraw Proposals received by the Bidding System after the closing date and time of the Request for Proposals will be disregarded.
- (3) Proposals withdrawn may be edited and re-submitted prior to the closing date and time of the Request for Proposals. Proponents are solely responsible to ensure:
 - (a) any required adjustments are made to their Proposal;
 - (b) acknowledge all Addenda that have been issued for this Request for Proposal; and
 - (c) ensure the re-submitted Proposal is received prior to the closing date and time of the Request for Proposals.

8. Proposals Open for Acceptance, Irrevocable, etc.

- (1) Proposals shall not be opened until after the Closing Time of the RFP, and so far as practicable, all Proposals shall be opened at one time.
- (2) Unless otherwise provided in a Special Instructions or Addendum to this RFP, a Proposal shall be irrevocable (i.e. open for acceptance by the Town of Smooth Rock Falls) for a period of **90 calendar days** following the closing date for the RFP.

- (3) Despite any requirement for the formal execution of a Contract for Work, the Contract shall be deemed to arise upon the award of the Contract to the Successful Proponent. The Successful Proponent shall be responsible to the Town for any costs, expenses, losses, damages and liabilities that the Town may incur as a result of the Successful Proponent's failure or refusal to execute or perform the Contract as required.

9. Proponent's Responsibility

- (1) Unless otherwise expressly agreed to by the Town in writing, where technical information or details is provided by the Town and forms part of the RFP or any Addenda thereto (including any quantity estimates, soil condition reports, ground water or drainage reports or geophysical data, archaeological and heritage information and documentation, samples, or other documents of a similar kind or nature as may be provided together with the RFP Documents or incorporated by reference therein),
 - (a) the Town shall exercise reasonable care in the preparation of those estimates, documents and information but shall not be taken to warrant their accuracy and shall not be liable for any inaccuracy therein unless that inaccuracy is the result of the deliberate misrepresentation of the Town or a member of its staff;
 - (b) estimates, reports, data, or details shall be deemed to have been provided only as a guide for potential Proponents;
 - (c) Proponents are required to examine carefully that information and the responsibility for verification of the information so provided shall rest with each Proponent;
 - (d) the Town shall not be responsible for the accuracy of information provided by the Town from third party sources for use by a Proponent including the Successful Proponent. All such information shall be verified by the Proponent or the Successful Proponent before relying on same; and
 - (e) Proponents shall be deemed to have released and waived any rights and claims against the Town and the Town's Representatives for any negligent misrepresentation, error or omission.
- (2) Where the Work is to be carried out on Town occupied or owned property, Proponents shall be responsible for visiting the job site and no allowance shall be made by the Town for failure by the Proponent to examine carefully all conditions relating to the site or Work.
- (3) All persons submitting Proposals and all their Subcontractors shall be held to have thoroughly examined all RFP Documents and to have visited and inspected the site on which the Services and Work is to be carried out, and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their respective Proposals, and no allowance shall be subsequently given by the Town for or by reason of any error or omission on the part of any Proponent or Subcontractor with respect thereto. The Town shall not be liable for any costs associated with any site inspection.
- (4) Where clarification of any information, document or matter is required by a Proponent, it shall be the responsibility of the Proponent to seek clarification in a timely manner from the Town , in sufficient time to permit the Town to respond, and satisfy itself with respect to same before

submitting a Proposal. Notwithstanding the foregoing, the Town shall have no obligation to respond.

- (5) It is the Proponent's responsibility to become familiar with and comply with all Town procurement policies.
- (6) A Proponent shall be deemed to have included in the Total Contract Price quoted in its Proposal, the entire cost of,
 - (a) all items that the Successful Proponent is responsible for under any of the Contract Documents, except where expressly provided otherwise;
 - (b) preparing and submitting such reports, drawings or documents as may be required by the Town .

10. Addenda and Clarification of the Request for Proposals

- (1) The Town reserves the right at any time prior to the award of the Contract,
 - (a) to withdraw or cancel the RFP;
 - (b) to extend the time for the submission of Proposals; or
 - (c) to modify the RFP,

by the publication of an Addendum, which shall become part of the RFP, and the Town shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent (or any other person) as a result of its so doing.

- (2) Without limiting the Town's right, subsection (1) may apply to situations where no Proposal is compliant or an insufficient number of Proposals have been received.
- (3) Any Addendum shall be posted on the website and is sufficiently served upon any prospective bidders.
 - (a) In addition to the above method of posting, the Town may also notify prospective Proponents of any Addendum by any other method it deems appropriate, including email, telephone, fax, courier, hand-delivery or by personal delivery. The need for additional notification and the method(s) to be used shall be in the absolute discretion of the Town and notification shall be to the co-ordinates provided by the Proponent to the Town at the time it obtained the RFP from the Town.
 - (b) It is the sole responsibility of each Proponent to check the website and ensure that it has received any and all Addenda issued by the Town. Proponents shall confirm in the Form of Proposal that they have received, examined and provided for all Addenda issued under the RFP. Proponents may in writing, seek confirmation of the number of Addenda issued under the RFP from the Town Hall.

- (4) Where a Proponent submits their Proposal prior to the Request for Proposals closing date and time and an Addendum has been issued by the Town, the Proponent is solely responsible to:
 - (a) Make any required adjustments to their Proposal;
 - (b) Acknowledge all Addenda that have been issued for this Request for Proposals; and
 - (c) Ensure the re-submitted Proposal is **RECEIVED** by the Town before the closing date and time stated in the Request for Proposals.
- (5) All communication between a Proponent and the Town (including requests for information or clarification) **shall** be set down in writing and directed to shane.skinner@townsrf.ca .
- (6) Any request directed to the Town with respect to subsection (6) prior to the closing date of the RFP must allow sufficient time for a written response or clarification to be issued by the Town prior to the closing date, should the Town consider it necessary to issue such response or clarification.
- (7) A written response or clarification of substance shall be shared with each Proponent and issued in the form of an Addendum.
- (8) The Town shall not be bound by any oral:
 - (a) instruction;
 - (b) amendment or clarification of the RFP;
 - (c) information; or
 - (d) advice or suggestion,provided by any member of the Town's staff or consultant to the Town concerning the RFP or the manner in which the Work is to be carried out and the Proponent bears any and all risk in relying on such representation.
- (9) If the Town requires clarification of a Proponent's Proposal, that Proponent shall provide a written response to the Town's request for clarification, in a timely manner, which shall bind the Proponent.
- (10) Each Proponent shall identify one senior individual by name, address and telephone number who will act as the Proponent's primary contact with the Town with regard to this RFP and any subsequent Contract and has the authority to bind the Proponent.

11. Reserved Privileges of the Town

Without limiting or restricting any other right or privilege of the Town, the Town shall have the following reserved rights and privileges, which may be exercised or waived in its absolute discretion:

- (1) the Town may reject any Proposal, the lowest priced Proposal or all Proposals, or may cancel the RFP and require the submission of new Proposals for any reason within its absolute discretion;
- (2) the Town is not bound to accept the lowest priced compliant Proposal submitted and may accept another compliant Proposal which, in the Town's opinion, is more beneficial to the Town's interests notwithstanding that it may not be the lowest priced compliant Proposal;
- (3) when evaluating Proposals and assessing Proposal prices in the evaluation of Proposals and the awarding the Contract, the Town will consider its best interests and may exercise reasonable commercial judgment which may, but is not obliged to, include consideration of the following factors (without limitation):
 - (a) Proposal prices;
 - (b) the full lifetime cost implications to the Town with respect to each Proposal, including life-expectancy, the inclusion or exclusion of alternate or optional equipment or configurations and the price implications thereof, training or re-training costs, length and scope of warranty coverage, and long-term maintenance requirements;
 - (c) the need to achieve economies of scale in supply;
 - (d) the need to diversify sources of supply;
 - (e) compatibility with existing equipment, such compatibility to be determined by tests conducted either by the Town or by an independent testing agency satisfactory to the Town ;
 - (f) compatibility with existing computer software and hardware, and capability to generate reports suitable to the Town's existing reporting requirements; such compatibility and capability to be determined by tests conducted either by the Town or by an independent testing agency satisfactory to the Town ;
 - (g) potential cost savings to the Town with existing Town Contracts and other synergy benefits;
 - (h) any extraordinary or unjustified disparity between the lowest priced Proposal and the other Proposals received by the Town ;
 - (i) any prices contained in a Proposal that are, in the opinion of the Procurement Manager, below the Proponent's cost which do not appear to be offset by any other disclosed factors in the Proposal;
 - (j) any prices contained in a Proponent's Schedule of Maximum Hourly Rates for Additional Services that are, in the opinion of the Procurement Manager, unreasonable

or excessive compared to industry standards for the quality or type of personnel proposed for such Services;

- (k) the need to secure timely and reliable sources of supply;
 - (l) the need to discontinue reliance on obsolete technology and methods;
 - (m) the need to provide state of the art service to the residents of the Town , or to integrate any aspect of Town operations with those of its neighbours;
 - (n) the need to avoid the use of unproven technology and methodologies;
 - (o) the need to spread and minimize risk to the Town ;
 - (p) the proximity of any service centre of a Proponent to the Town ;
 - (q) the benefit in employing suppliers who have a proven track record of successful delivery and good reputation within the business community for integrity and competence;
 - (r) the prior record of the Proponent as a vendor to the Town ;
 - (s) whether in the opinion of the Town or its professional advisors, the Proponent possesses the experience, or financial, technical, personnel or other resources that may reasonably be expected to be necessary in order to carry out the obligations that the Proponent proposes to assume under the terms of its Proposal;
 - (t) alternate Proposals;
 - (u) such other considerations as would influence the decision of a reasonable and prudent purchaser in the particular circumstances of the Town at the time when the Contract is awarded.
- (4) in awarding the Contract the Town may take into account the adherence or non-adherence of a particular Proponent to the social, economic or labour relations policies of the Town ;
 - (5) the Town may waive compliance with any minor requirement governing the submission of Proposals;
 - (6) where in the view of the Town , an insufficient number of Proposals have been received in response to a RFP, the Town may publish a further such RFP (on the same or revised terms from the original request);
 - (7) the Town may, in accepting any Proposal, impose conditions on such acceptance;
 - (8) where the lowest priced compliant Proposal exceeds the Town's budgeted or estimated costs, the Town in its sole and absolute discretion may, but is not obligated to:
 - (a) cancel the RFP;
 - (b) re-issue the RFP and accept new proposals based on revised specifications, terms and/or conditions;

- (c) provide all Proponents, who submitted compliant Proposals to the RFP by the Closing Time, the opportunity to re-submit Proposals;
 - (d) enter into negotiations with the Proponent with the lowest priced compliant Proposal provided that the changes required to achieve a Proposal acceptable to the Town will not materially change the general nature of the specifications, terms and conditions in the RFP;
 - (e) where only one Proposal has been received or only one Proposal is compliant with the RFP but the price is in excess of budgeted funds, proceed to negotiate conditions with such Proponent which will reduce costs to a level acceptable to the Town .
- (9) where the Contract is awarded to the Proponent with the lowest priced compliant Proposal, the Town may, at its sole discretion, negotiate amendments to the Contract or to Services or Goods to be supplied under the Contract and no other Proponent shall have any right to object that its Proposal would have been lower had the negotiated amendments been included in the original RFP or RFP Notice.

12. Review of Proposals

- (1) All Proposals submitted by the Closing Time of the RFP will be examined by a representative of the Town's Procurement Section to confirm that they are compliant and otherwise complete, subject to the Town's exercise of any right or privilege contained in this RFP. Proposals which are complete and compliant will be evaluated in accordance with the provisions of the RFP, subject to the Town's exercise of any right or privilege contained in this RFP. The Town reserves the right to examine the compliance and completeness of Proposals in phases.
- (2) At its sole discretion, the Town may clarify any aspect of any Proposal received at any time and, without limiting or restricting the foregoing general right in any way, the purpose of such clarification may be to enable the Town to determine whether the Proposal complies with the RFP and to resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Proposal. No such clarification shall alter the Proposal or constitute negotiation or re-negotiation of the price or any aspect thereof, or the nature or quality of the Goods or Services to be supplied or performed as set out in the Proposal at the close of the RFP, and all correspondence with a Proponent for the purposes of such clarification shall be conducted through the Procurement Section.
- (3) Where the lowest compliant Proposal contains an otherwise legible, clear and unambiguous change such as an erasure, strike out, white out, cross out or overwrite which has not been initialed, the Proponent will be required to initial such change within one Business Day of the Town's request. Failure to comply with the Town's request within the time line provided, will result in the rejection of the Proposal and the Proponent shall be a banned from entering into or bidding on any contracts with the Town for a period of one year in accordance with the Town's Procurement Policy.
- (4) Without limiting subsection (2), the Town's right to clarify shall include the right to request additional information relating to the terms of the Proposal submitted.

- (5) The right of clarification provided under this section is within the sole, complete and unfettered discretion of the Town and is for its exclusive benefit, and may or may not be exercised by the Town at any time and in respect to any or all Proposals.
- (6) Notwithstanding the Town's right to request clarification, the Town shall have no obligation whatsoever to do so. Where in the opinion of the Town a Proposal or any part thereof is ambiguous, incomplete, non-compliant, deficient, or otherwise not acceptable in any aspect, the Town may reject such Proposal whether clarification has been sought, obtained or neither.
- (7) The Town's review of a Proponent's submission with a Proponent or its seeking of clarification under this section shall not, in any way, be deemed to be an acceptance of any term or provision so clarified or be deemed to be an acknowledgement of the compliance of the Proposal with the terms of the RFP; shall not constitute an acceptance of that Proposal or any other Proposal; and shall not oblige the Town to enter into an Contract with that Proponent or any other Proponent.
- (8) All clarifications provided by a Proponent pursuant to a request by the Town under this section shall be in writing, in a clear and unambiguous form satisfactory to bind the Proponent, and satisfactory to the Town .
- (9) Any Proponent may be required to meet with officials of the Town within 30 days of being so requested to explain details of the submission, at a place in Smooth Rock Falls specified by the Town, and the Proponent shall bear all costs of its attendance and the attendance of any of its representatives at such meeting including but not limited to transportation to and from the meeting.

13. Rejection of Proposals by Town

- (1) At its discretion, the Town may (but shall not be obliged to) reject any Proposal that does not,
 - (a) comply with this RFP or any Addenda thereto; or
 - (b) contain in full all information required by this RFP, including all Appendices and all Addenda thereto.
- (2) The Town may reject any Proposal submitted by a Proponent or cancel any contract awarded to that Proponent without any compensation whatsoever payable to the Proponent, where:
 - (a) any information provided by the Proponent in its Proposal or as part of any pre-qualification procedure is determined by the Town , in its sole opinion, to be false or otherwise misleading in any material respect; or
 - (b) where the Proponent's declaration in its Form of Proposal that it is in compliance with all Town of Smooth Rock Falls by-laws be untrue or incorrect, the Town shall be entitled at its sole discretion to reject the Proponent's Proposal.

14. Guidelines Regarding Proposal Irregularities

As a guide to the Proponent, but without qualifying any rights and privileges reserved to the Town, the Proponents Guidelines set out below is indicative of the manner in which discretion reserved by the Town is to be exercised with respect to non-compliant Proposals. However, the Town shall not be liable to any Proponent or other person where it elects to exercise a discretion, reserved privilege or right in a manner different from that indicated below.

PROONENTS GUIDELINES	
IRREGULARITY	RESPONSE
1. Proposals not legible or in English.	Automatic rejection.
2. Qualified or conditional Proposal (A Proposal restricted by a statement amending the RFP or alterations made to the RFP).	Automatic rejection unless the Request for Proposals specifically permit such qualification or condition.
3. A Proposal received in a format not specified in the Request for Proposals such as hardcopy submission, fax, etc.	Automatic rejection.
4. A Proposal received on documents other than those documents supplied.	Automatic rejection.
5. Proposal Security: Amount of Proposal Security provided by Proponent is insufficient, does not name correct Municipality as obligee, or no Proposal Security is provided or is not otherwise in compliance with the Request for Proposals requirements.	Automatic rejection.
6. Execution of Proposal bond: Corporate seal or electronic signature of Proponent, or both, are missing. Corporate seal or electronic signature of bonding company, or both, are missing.	Automatic rejection. Automatic rejection.
7. Proposal Security: Digital proposal bond not an electronically verifiable and enforceable e-Bond.	Automatic rejection.

PROPOSERS GUIDELINES		
	IRREGULARITY	RESPONSE
8.	<p>Where costing information is to be submitted separately from the Technical Proposal Submission but has been included in the Technical Proposal.</p> <p>(a) Where the costing information can:</p> <ol style="list-style-type: none"> 1. be easily and physically removed from the Technical Proposal; and 2. where the removal does not change the Technical Proposal Submission in any way. <p>(b) Where the above removal conditions are not met.</p>	<p>(1) Within one Business Day of notification, Proponent will be required to provide written authorization for the Purchasing Manager to remove applicable pages and include them in Schedule of Prices. Any confirmation to proceed in this manner shall confirm that the Proponent waives its right to claim non-compliance or otherwise with the Request for Proposals.</p> <p>(2) Automatic rejection.</p>
9.	Other irregularities.	An irregularity that goes beyond the scope of the Proposers Guidelines may be considered by the Purchasing Manager.

15. Obligation of Suppliers to Deal in Good Faith

- (1) Each Proponent is required to deal with the Town in utmost good faith with respect to the submission of its Proposal.

16. Record and Reputation

Without limiting or restricting any other right or privilege of the Town and regardless of whether or not a Tender or Proposal or Proponent/Bidder otherwise satisfies the requirements of a Tender or RFP, the Town may reject summarily any Proposal or Tender from any person where:

In the opinion of the Council of the Town of Smooth Rock Falls or the Director of Public Works, the commercial relationship between the Town and the Bidder/Proponent has been impaired by the prior and/or LIENS act(s) or omission(s) of such Bidder/Proponent including but not limited to:

- Litigation with the Town of Smooth Rock Falls;
- The failure of the Proponent/Bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the Town by such bidder, after the Town has made demand for payment of same;
- The refusal to follow reasonable directions of the Town or to cure a default under any contract with the Town as and when required by the Town or the Town's Representatives;
- The bidder refusing to enter into a contract with the Town after the Bidder's tender or proposal, bid or quote has been accepted by the Town ;
- The Bidder refusing to perform or to complete performance of a contract with the Town , at any time, after the Proponent has been awarded the contract by the Town ;
- In the opinion of the Council of the Town of Smooth Rock Falls or the Director of Public Works (or designate), there are reasonable grounds to believe that it would not be in the best interests of the Town to enter into a contract with the Proponent/Bidder, including (without limiting the generality of the foregoing);

17. Ownership of Documents, Use of Designs, etc.

- (1) All maps, drawings, plans, specifications, computer disks and other documents,
 - (a) provided by the Town to a Proponent shall remain the property of the Town and shall be returned by the Proponent to the Town (whether or not the Proponent submits a Proposal) upon demand by the Town for their return; or
 - (b) prepared by the Proponent as part of its Proposal shall be the property of the Town and may be disposed of by the Town as it considers fit.
- (2) Unless the Town request in writing, where any plan, drawing or design is provided by a Proponent in connection with an RFP, then the submission of a Proposal by the Proponent shall be deemed to constitute a licence by that Proponent to construct one sample model of the work or project contemplated based upon that plan, drawing or design, where such a sample is required to make an informed decision concerning the attractiveness, functionality or other merit of the plan, drawing or design in question. The licence conferred herein shall not be deemed to constitute an assignment of any patent, copyright, trade mark or other intellectual property of the Proponent, unless otherwise provided in the RFP.

18. Copyright and Use of Documents

The Total Contract Price shall include all payments made or to be made to any third party in respect of any right, patent, design, trademark or copyright used for the purpose of the Successful Proponent performing the Contract.

19. Governing Law

This Contract shall be governed by, subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable to the matters herein. Unless the Town otherwise agrees in writing, any action or other legal proceeding arising under or with respect to the Contract (including any motion or other interlocutory proceeding) shall be brought in a Court or a tribunal, whichever may be applicable, sitting in Smooth Rock Falls, Ontario. In the event that there is no applicable Court or tribunal sitting in Smooth Rock Falls, the proceeding shall be brought in the court (or other forum) of competent jurisdiction nearest to the Town of Smooth Rock Falls within the Province of Ontario.

20. Applicable Law and Limit on Liability

- (1) Without limiting any other rights or privileges of the Town in this RFP with respect to delay, the Successful Proponent is not entitled to and releases and waives any rights to any remedies, claims, demands, costs, penalties, fines, fees, damages and causes of action, whether directly or indirectly related to any delays on the part of the Town with respect to:
 - (a) awarding of the Contract; or
 - (b) providing notification to the Successful Proponent of award of the Contract.
- (2) The Proponent agrees that,
 - (a) any action or proceeding relating to the RFP process shall be brought in an Ontario court of competent jurisdiction and any such action or proceeding shall be issued at the Smooth Rock Falls, Ontario office of that Court and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court at Smooth Rock Falls, Ontario;
 - (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to the RFP process on any jurisdictional basis, including forum non conveniens; and
 - (c) it will not oppose, in any other jurisdiction, the enforcement against it of any judgment or order duly obtained from an Ontario court in Smooth Rock Falls, Ontario as set out above.
- (3) If a Proponent is required by applicable law to hold or obtain a licence, permit, consent or authorization to carry on an activity contemplated in its Proposal, neither acceptance of the Proposal nor execution of the Contract shall be considered to be approval by the Town of carrying on such activity without the requisite licence, permit, consent or authorization.
- (4) The Proponent agrees that if the Town commits a material breach of the RFP (that is, a material breach of Contract A), the Town's liability to the Proponent and the aggregate amount of damages recoverable against the Town for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Town, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Town can demonstrate.

21. Contract for Work

- (1) The Town may require the Successful Proponent to execute a formal Contract for Work with the Town .
- (2) Within 10 Business Days of the Town awarding the Contract to the Successful Proponent, or such later date as may be specified in the notice of award by the Town , the Successful Proponent and the Town will finalize and execute the formal Contract for Work.
- (3) The Town may finalize the terms and conditions of the formal Contract for Work with the Successful Proponent, and as part of that process, may, in the Town's sole discretion, negotiate changes, amendments or modifications to the sample Contract for Work that are consistent with the RFP and in particular, the sample Contract for Work.
- (4) Should the Town not initiate any negotiations as described above, the Successful Proponent shall execute the Contract for Work in the same form and substance as the sample Contract for Work.
- (5) If the Town does not require the Successful Proponent to execute a formal Contract for Work with the Town , the Contract shall be comprised of the sample Contract for Work issued as part of the RFP, together with all the documents identified therein, notwithstanding that a formal Contract for Work has not been physically executed by the parties.
- (6) The Successful Proponent shall, no later than 10 Business Days after the Town has sent the notice of award to the Successful Proponent, or such later date as may be specified in the written notice given by the Town :
 - (a) enter into and execute the formal Contract for Work, where required by the Town ;
 - (b) submit to the Town a certificate of insurance which,
 - a. references the Contract by name;
 - b. confirms that the requirements set out in the Contract have been met;
 - c. sets out any pertinent exclusions contained in the policy or policies; and
 - d. is otherwise acceptable to Town ;
 - (c) provide the AODA statement specified in the Contract Documents;
 - (d) submit to the Town a Workplace Safety and Insurance Board clearance certificate;
 - (e) submit a Certificate of Status from the Companies and Personal Property Security Branch of the Ontario Ministry of Government Services, or other Ministry acceptable to the Town , which indicates that the Successful Proponent is an existing corporation and has not been dissolved; and
 - (f) submit any other documents required by the Contract.

- (7) Any Proponent identified as a Successful Proponent acknowledges its obligation to finalize and execute the Contract for Work, where required by the Town , in good faith based on its Proposal selected by the Town .
- (8) If the Successful Proponent fails or refuses to enter into the Contract or execute a Contract for Work and provide all security, insurance and other ancillary documents required under the RFP and the Contract Documents, then the Town reserves the absolute right as it sees fit, in addition to all other rights and remedies that the Town has under the Request for Proposals, including but not limited to the Town's rights and remedies respecting the Proposal Security supplied by the Successful Proponent, to take one or more of the following actions:
 - (a) terminate discussions with the Successful Proponent;
 - (b) select another Proponent as the Successful Proponent and may enter into Contract discussions to finalize and execute the Contract for Work;
 - (c) revise and reissue the RFP or cancel the RFP;
 - (d) pursue any other rights or remedies available under the RFP, or otherwise at law or in equity.

22. Accommodations for Proponents with Disabilities

- (1) In accordance with the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the Town of Smooth Rock Falls will accommodate for a disability, ensuring full and equitable participation throughout the bid process.
- (2) If a Proponent requires this Request for Proposals in a different format to accommodate a disability, the Proponent must contact the Purchasing Department as soon as possible and in any event prior to the closing date. The Request for Proposals in the different format will be issued only to the requesting Proponent and all Addenda will be issued in such different format only to the requesting Proponent.

SPECIAL INSTRUCTIONS

1. TERM OF THE CONTRACT

The Successful Proponent will enter into an agreement with the Town of Smooth Rock Falls commencing upon the issue of a Purchase Order and complete upon acceptance by the Town of the final report and delivery of all required presentations.

2. QUANTITIES

The estimated quantities to be supplied under the Contract are set out and shall be used as the basis for calculation upon which the award of the Contract will be made.

The Successful Proponent shall have no claim for any compensation against the Town of Smooth Rock Falls if the Successful Proponent's actual quantities of services completed are above or below the estimated quantities provided in the Schedule of Prices.

3. PROPOSAL SECURITY

A Proposal security is not required for this RFP.

4. NOMINATION OF SUBCONTRACTORS

- (1) Unless otherwise stipulated in this RFP or any Addendum thereto, the Proponent shall indicate the names and addresses of all nominated Subcontractors that it proposes to use in the provision of Work contemplated by this RFP.
- (2) The Town reserves the right to reject any Subcontractor so nominated, without penalty or liability to the Town of any kind whatsoever.
- (3) No change shall be made to the list of nominated Subcontractors after the Closing Time of the RFP, without the prior written approval of the Town and only on such terms and conditions as the Town in the exercise of an absolute discretion may require.
- (4) Any Proponent requesting the Town's consideration of a change of Subcontractor shall be responsible for all costs of the Town to review, investigate and approve, if acceptable, such change including but not limited to all of the Town's internal staff costs and all legal, financial and consultant costs. No approval of the Town shall be effective until the Proponent has first paid to the Town its costs with respect to same.

5. ALTERNATE PROPOSALS AND OPTIONAL FEATURES ETC.

- (1) A Proponent may submit two or more alternate Proposals.
- (2) Where alternate Proposals are submitted, Proponents must also submit a Proposal complying with all the terms and conditions of the RFP. Each alternate Proposal must be submitted as a separate Proposal and will be evaluated separately against the criteria listed in this RFP. Each alternate must be submitted separately through email.

- (3) Where two or more alternate Proposals are submitted contrary to subsection (2), the Town may reject all of them, or (at the Town's election) may accept one and reject the other(s).
- (4) Where optional features or other options are requested in the RFP Notice, Terms of Reference, the Special Instructions or an Addendum, the availability and price of those features or other options shall be included in the appropriate place in the RFP Form for each Proposal to which they relate.

"Alternate Proposal" means a Proposal submitted by the same Proponent to the RFP that responds fully and completely to the RFP but which identifies a different way of fulfilling the RFP requirements. This is not the same and is not related to the definitions of Alternative or Alternative Price which relate specifically to identified requirements of the RFP. Alternate Proposals are not permitted unless expressly identified in the Special Instructions. Where an Alternate Proposal is not permitted and one is submitted it may be rejected.

"Alternative" means anything for which Proponents provide a price in a manner that gives the Town options in determining the actual Work of the Contract and may include such items as an optional product, system, installation, method, design and requirement. The Town shall not be obliged to purchase an Alternative when accepting a Proposal, but may, at its discretion elect to purchase all, some or none of the Alternatives offered.

"Alternative Price" means the amount stipulated by the Proponent for an Alternative, which can be stated as an addition, a deduction, or no change to the Total Contract Price. The Successful Proponent shall be obliged to adhere to the Alternative Price quoted in its Proposal.

6. BRAND NAME

- (1) Any reference to the trade name, brand name or catalogue number of a particular manufacturer has been made solely for the purpose of establishing and describing general performance and quality levels of the item to be supplied, unless specified otherwise.
- (2) If an item other than the one specified is proposed, it is the Proponent's responsibility to demonstrate that the product proposed meets the specifications identified in the Contract Documents, and the Proponent shall submit brochures and samples upon request and provide full specifications in detail on the item(s) proposed. The Town shall be the sole judge (in its absolute discretion) as to whether an item bid meets its specifications.

PROPOSAL SUBMISSION INFORMATION

RFP FOR ARCHITECTURAL SERVICES FOR THE DESIGN & RENOVATIONS OF THE FIREHALL EXTENTION AND POOL CHANGE ROOM RENOVATIONS

1.0 GENERAL

All costs and expenses related to the preparation, submission and presentation, including interviews and demonstrations, of a Proposal and the provision of additional information necessary for the evaluation of a Proposal shall be at the sole expense of the Proponent.

Proposals will be evaluated by the Evaluation Team according to the criteria and requirements set out in this RFP. In submitting the Proposal, Proponents agree that the decision of the Evaluation Team is final and binding, and will not be subject to review by any court and any Proponent breaching this provision will indemnify the Town for all its costs as a result of same, save and except where the Town has acted in manifest bad faith.

The RFP shall not obligate or commit the Town to award a contract.

2.0 Optional Interviews

- a) The Town , at its sole discretion, reserves the right to conduct interviews with Proponents. The interviews will be held for the sole purpose of which will be to verify the scores which the Evaluation Team has applied to those Proponents being interviewed. The interviewers will ask questions relating to the criteria set out in the RFP Documents, and the Proponent's Proposal. Proponents are not permitted to present any information not previously included in their Proposal.
- b) The Proponent's project leader and key members of the project team, as named in the Proposal submission must be in attendance at the interview. Proponents shall keep the number of presenters to the interview to no more than three people.
- c) No scoring will be given directly to the interview. The Evaluation Team will consider its prior scoring of the Proposals and adjust any, all, or none of the criteria up or down as the Evaluation Team agrees in consensus.

3.0 PROPONENT DEBRIEFING

- 3.1 Unsuccessful Proponents may submit a written request for a debrief, addressed to the Town Hall.

RFP PARTICULARS

The Town of Smooth Rock Falls is seeking proposals from qualified Architects/Engineers for the purpose of providing architectural and engineering consulting services for the Design and Renovations of the Smooth Rock Falls Firehall Extension and Pool Change Room Renovations located in Smooth Rock Falls, ON.

Project Outline:

The proposed project which includes but is not limited to the a 40ft x 20ft addition to the firehall as well as an interior re-design and renovations of the Smooth Rock Falls Pool building in Smooth Rock Falls, ON., including:

- Review of the internal layout and recommend options that would improve the needs of the operation to improve circulation/flow and make better use of space.
- Identify and address any building deficiencies (structural and non-structural) and elements that are at or nearing end of life.
- Review the electrical and mechanical systems and address any deficiencies and/or make recommendations for improvements.
- Review accessibility elements and identify improvements that would eliminate barriers to persons with disabilities (including washrooms).
- Identify opportunities to achieve worthwhile energy efficiencies/savings.
- Address deficiencies with exterior concrete walkways.
- Provide detailed designs and at completion of detailed design stage provide a class B cost estimate of all recommended improvements. The class B cost estimate should be developed by a registered cost consultant with demonstrated expertise/experience in this field.
- Preparation of tender documents. (The Town of Smooth Rock Falls will perform the tendering process.)

Any questions that arise must be submitted in writing. The Town of Smooth Rock Falls will not be responsible for any verbal information supplied and will only consider questions and written responses by Addenda/Addendum to form part of this RFP.

The Town of Smooth Rock Falls is NOT obligated to accept the lowest or any Proposal.

COMMUNICATIONS NOTICE

Should a bidder have any questions regarding this bid opportunity, please email shane.skinner@townsrf.ca

DEADLINE FOR QUESTIONS:

All questions relating to this Request for Proposals, or any clarification with respect to this RFP document, must be made in writing no later than 10:00:00 AM on May 17, 2021.

An Addendum, if required, will be issued after this date.

It shall be the sole responsibility of Bidders to check for any and all Addenda or notices that have been issued for this RFP on the Town's Website and to ensure that its Proposal accounts for same. The Town reserves the right to extend these timelines if required.

Addenda will be posted on The Town of Smooth Rock Falls Website:

The Town reserves the right to extend timelines if required.

The Town of Smooth Rock Falls is NOT obligated to accept the lowest or any Proposal.

Proposals are awarded upon approval of Town Council.

INSTRUCTIONS TO BIDDERS

Notice to Prospective Bidders: These Instructions define your obligations and limit your rights. Please read carefully.

1. DEFINITIONS

- 1) Capitalized words and phrases used in this Request for Proposals (“RFP”) shall have the following meanings, unless expressly stated otherwise.
 - a) “Addendum” means a written Addendum issued under this Request for Proposals.
 - b) “Bidder” means any Person submitting a Proposal in response to this Request for Proposals.
 - c) “Business Day” means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed.
 - d) “Town ” or “Owner” means the Town of Smooth Rock Falls, and where an authority or discretion is conferred upon the Town under the Contract Documents, means the appropriate official of the Town as designated or appointed under its governing by-laws, resolutions or policies from time to time.
 - e) “Closing Time” means the deadline by which to submit Proposals for this RFP as set out in the RFP Notice, and as may be amended by Addendum or other written notice of the Town .
 - f) “Contract” means the Contract to perform the Work, including the supply of all labour, material, services, implements, equipment and incidentals necessary for proper and satisfactory execution of the Work and the fulfillment of all other Contractual obligations and undertakings, all in accordance with Contract Documents.
 - g) “Contract Documents” means all of the following documents, and in the event of a conflict between them, each shall enjoy priority against the others (subject to any express term or condition to the contrary) in accordance with the following successive order:
 - (i) A Change Order or Change Directive;
 - (ii) The executed Contract;
 - (iii) Any Addendum;
 - (iv) Any Special Provisions;
 - (v) The Specifications;
 - (vi) The Drawings;
 - (vii) The Supplier’s Specifications Reference Sheets
 - (viii) Instructions to Bidders;
 - (ix) Form of Proposal
 - (x) The General Conditions;
 - (xi) RFP Notice; and
 - (xii) Successful Bidder’s Proposal, as accepted by the Town
 - h) “Contract Price” means the fully inclusive, all-in Contract Price, constituting the sum of all costs quoted by a Bidder in its Proposal with respect to the Project,

- (i) including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs, and all applicable taxes relating to the foregoing; but
 - (ii) Excluding any HST applicable.
- i) “Contractor” means the person undertaking the execution of the Work under the term of the Contract, and pending execution of the Contract includes a Successful Bidder, within the meaning of the Instructions to Bidders.
- j) “Default” means any act or event of default as contemplated in the RFP documents; and without restricting or limiting the rights and privileges of the Town to any broader interpretation, any default of or in respect of a term, covenant, warranty, condition or provision of the Contract, or a liability caused, by an officer, director, partner, employee, Sub-Contractor or agent (or an officer, director, partner or employee of a Sub-Contractor or agent) of the Successful Bidder shall constitute a default by the Successful Bidder;
- k) “Form of Proposal” means the Form of Proposal relating to the Project, as the case may be, and for the sake of greater certainty includes the Form of Proposal and, if any, Form of Proposal Pricing Schedules, References for Award Schedule, Key Personnel, List of Sub-contractors Schedule and Changes to Work.
- l) “Goods and Products” means any item of tangible personal property, or computer software, required to be installed, supplied or consumed in order to complete the Project.
- m) “Project” means the Project as contemplated in the RFP, and includes
 - (i) Any alteration, addition or repair to, or
 - (ii) any design, construction, erection or installation on, any land, building structure or works affixed to land, or an appurtenance to any of them; or
 - (iii) The demolition or removal of any building, structure or works or part thereof, and
 - (iv) All supplies of goods or services necessary or incidental to anything described in clauses (i), (ii) or (iii).
- n) “Project Manager” means the person designated by the Town to manage the delivery of performance of the Services to which the RFP relates, or to oversee the Project and/or the Town’s obligations under the Contract and when there is no such designate appointed by the Town , the Town shall be the Project Manager;
- o) “Request for Proposals (“RFP”) means the Request for Proposals to which these Instructions relates, and any renewal or substitute for that request for RFP.
- p) “Request for Proposals Notice” (“RFP Notice”) means the public notification of the RFP relating to the Project or Works.
- q) “Services” means a service of any description required in order to complete the Project, whether commercial, industrial, trade, or otherwise, and includes all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in goods.

- r) "Specifications" means all written or printed descriptions or instructions pertaining to the method and the manner of performing the Work, to the Scope of Work and to the quality of materials to be furnished under the Contract.
- s) "Sub-Contractor or Sub-Trade" is a person or entity having a direct Contract with the Successful Bidder to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Project, upon the prior approval of the Town ;
- t) "Successful Bidder and Contractor are synonymous" means the Bidder whose Proposal is selected by the Town for the award of the Contract in respect of a Project.
- u) "Taxes" means applicable taxes, duties, levies and like payables required by any taxing, excise or customs authority and all other charges, including but not limited to Provincial Sales Tax, Harmonized Tax or other applicable sales or value added taxes, customs or excise taxes or duties, including a levy or duty imposed as a Special Import Measure to which any work or supply of services or materials may be subject;
- v) "Proposal" means a Proposal Submission made by a Bidder in response to the RFP.
- w) "Work" or "Works" means the whole of the works, materials, matters and things, required to be done or supplied, mentioned or referred to in performing or executing the Project in full in accordance with the requirements set out in the Contract Documents.

2. INTERPRETATION

(1) In this Request for Proposals and in all other Contract Documents,

- a) A word importing the masculine, feminine or neuter gender only includes members of the other genders;
- b) A word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- c) The provisions shall be read with such changes of number or corporate status as the context may require;
- d) a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution thereof or amendment thereof;
- e) All accounting terms have the same meaning as are applied to those terms by the Canadian Institute of Chartered Accountants;
- f) Any reference to an officer of the Town shall be construed to mean the person holding that office from time to time, and also the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person.

(2) The words 'approval', 'directed', 'required', 'considered necessary', 'authorized', 'acceptable', or

'satisfactory' or words of like import, shall mean approval or directed, required, considered necessary, or authorized by and acceptable or satisfactory to the Town .

- (3) Except where otherwise defined, all terms that are defined in the *Construction Lien Act* shall have the same meaning in the Contract Documents as in that Act.

3. FORM OF PROPOSAL

- (1) Every Proposal shall be submitted on the Town's prescribed Form of Proposal, and shall,
- (a) Be completed without writing, printing or typing words between the typed lines, alteration or erasure of, or with respect to,
 - (i) Any of the pre-printed text provided by the Town ; or
 - (ii) Information included on the Form of Proposal by the Bidder, unless the effect thereof is clear and unambiguous to the Town as is the assent of the Bidder (e.g. by initialing by the authorized representative);
 - (iii) Include all material, services, incidentals and labour required to fully complete the Services or Work as contemplated in this RFP; and
 - (b) **Bear the original signature of the Bidder** (or, in the case of a Proposal submitted by a corporation, an authorized signing officer of the corporation), inscribed in the space provided.
- (2) All blank spaces provided on the Form of Proposal shall be filled in including alternative, separate, or unit Prices. (If any)
- (3) All prices bid, including any unit Prices, shall be in stated in Canadian funds.

4. CONFIDENTIALITY

- (1) The Town shall make every effort to safeguard the confidentiality of each Proposal and material submitted in connection with a Proposal.
- (2) For the purposes of Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), Bidders may mark as confidential any scientific, proprietary or similar confidential information contained in their Proposal Submission, the disclosure of which could cause them injury, except the Contract Price and their name. Complete Proposals are not to be identified as confidential. The Town will use its best efforts not to disclose any information so marked but shall not be liable in any manner to a Bidder or any other person where information is disclosed by virtue of an order of the Privacy Commissioner, a court of competent jurisdiction or otherwise as required by law.

5. VARIATION IN SUBMITTED PRICES

- (1) No variation in Proposal price(s) shall be permitted after the Closing Time for the RFP except,
- (a) where there is a variation due solely to an increase or decrease in the rate of applicable taxes beyond the control of the Bidder, occurring after the Closing Time, in which case the variation shall alter the price of the Tender only to the extent of the tax increase or decrease;
 - (b) Where the Town exercises its discretion to correct a patent computational or other mathematical error evident on the face of the Proposal.
- (2) In the event that a tax increase or decrease occurs after the submission of its Proposal, the Bidder

must prove to the satisfaction of the Town of Smooth Rock Falls that the Bidder will not benefit in any way by reason of the increase.

- (3) Where Bidders are instructed to price the Goods and Services on a unit or component basis, the Town shall consider only the unit price per unit or component for the respective Goods and Services to be supplied or items of work or services to be performed, but the Town may at its discretion correct obvious mathematical errors on the part of the Bidder in computing the:
 - (a) Total prices derived from estimated quantities and their related unit prices;
 - (b) The subtotals derived from the total prices;
 - (c) The Contract Price derived from the total prices and subtotals; and
 - (d) Any combination of the foregoing.

6. PROPOSALS OPEN FOR ACCEPTANCE & IRREVOCABLE, ETC.

- (1) Proposals shall not be opened until after the Closing Time specified for the RFP, and so far as practicable, all Proposals shall be opened at one time.
- (2) Unless otherwise provided in the terms and conditions governing a specific RFP, a Proposal shall be irrevocable for a period of **ninety (90) calendar days** following the Closing Time for the RFP.
- (3) Where a Contract in respect of the Project is awarded to a Bidder, unless stated otherwise, the Contract shall be executed on the Town's standard form Construction Contract, (subject to such modifications as may be approved by the Town's Legal Services Division), within 10 Business Days of the date on which the Successful Bidder is notified of the intent to accept its Proposal. The Town shall notify the Successful Bidder as soon as practicable with the intent to accept its Proposal. The Contract shall be deemed to arise upon the signing of the Construction Contract by all parties herein.

7. BID SECURITY

No bid security is required for this Proposal.

8. EXPERTISE AND EXPERIENCE

- (1) Bidders submitting Proposals and all the Subcontractors they propose to use on or in connection with the Work to be completed under the Contract shall be actively engaged and thoroughly experienced in the lines of Work required by the Contract and shall be able to refer to previous work of a similar nature satisfactorily performed by them. Where applicable, the Successful Bidder must be licensed to practice in the area in which the Work under the Contract is to be completed, by the applicable professional body.
- (2) The Town reserves the right to reject any bid unless the Bidder is known to be skilled and regularly engaged in work of a character similar to that covered by the Specifications. The Town also reserves the right to reject a Bid submitted by a Bidder who has defaulted on or failed to satisfactorily complete other similar work in the past. In order to aid the Town in evaluating submissions, it may be necessary for each Bidder to supply the Town with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background, a list of equipment to be used, or evidence of appropriate licenses.

9. NOMINATION OF SUBCONTRACTORS

- (1) Where required in the Form of Proposal, the Bidder shall indicate the names and addresses of all nominated Sub-Contractors that it proposes to use on this Project.
- (2) The Town reserves the right to reject any Sub-Contractor so nominated.
- (3) No change shall be made to the list of nominated Sub-Contractors after the Closing Time of the RFP, unless written approval of the Town is first obtained.

10. TAXES

- (1) All prices shall be quoted exclusive of Harmonized Sales Tax imposed under the laws of Canada applicable therein, and the Town may adjust any price quoted contrary to this requirement.
- (2) Bidders shall expressly disclose any other applicable sales, customs or excise tax or duty, including a levy or duty imposed as a Special Import Measure to which any Work or supply of services or materials may be subject that is outside the scope of subsection (2).

11. RESPONSIBILITIES OF BIDDER REGARDING THE PROJECT

- (1) Bidders are required to carefully examine all technical information or details forming part of the RFP or any Addenda thereto as provided by the Town . Any estimates, documents and information provided by the Town shall be deemed to have been provided only as a guide for potential Bidders. The Town shall not be taken to warrant their accuracy and shall not be liable for any inaccuracy therein unless that inaccuracy is the result of the deliberate misrepresentation of the Town or a member of their staff.
- (2) Where the Project is to be carried out on Town occupied property, Bidders shall be responsible for visiting the job site and no allowance shall be made by the Town for failure by the Bidder to examine carefully all conditions relating to the site or Work.
- (3) Without limiting the generality of any other provision of these Instructions to Bidders, unless otherwise provided in the RFP Documents, the Successful Bidder shall be required to provide and pay for all services and materials required to carry out the Bidder's responsibilities and duties with respect to the Project in accordance with the RFP Documents and all instructions given by the Town under the Contract.

12. RESERVED PRIVILEGES OF THE TOWN

Without limiting or restricting any other right or privilege of the Town , the Town shall have the following reserved rights and privileges, which may be exercised or waived in its absolute discretion:

- (1) The Town may reject any Proposal, the lowest priced Proposal or all Proposals, or may cancel the RFP and require the submission of new Proposals, or cancel the RFP permanently, for any reason within its absolute discretion;

- (2) The Town may reject any Proposal, where in the Town's opinion; the Bidder does not meet the requirements to perform the Work.
- (3) The Town may reject a Proposal where the Bidder has defaulted on or failed to satisfactorily complete other Project for the Town in the past.
- (4) Where only one Proposal has been received or only one Proposal is compliant with the RFP but the price is in excess of the budgeted funds, proceed to negotiate conditions with such Bidder which will reduce costs to a level acceptable to the Town ;
- (5) Where the Contract is awarded to the lowest compliant Bidder, the Town may negotiate amendments to the Contract or to the Goods to be supplied or Services or materials to be supplied under the Contract and no other Bidder shall have any right to object that its Proposal would have been successful had the negotiated amendments been included in the original RFP or RFP notice;
- (6) The Town may modify the terms and conditions of a RFP at any time prior to the Closing Time for the submission of a Proposal, but despite any other provision of this Request for Proposals, where a Proposal has been received prior to the time when such a modification is made, the Town shall notify the Bidder concerned, and allow that Bidder a reasonable opportunity to submit a revised Proposal.
- (7) The Town may reject any Proposal that does not,
 - (a) Comply with these Instructions; or
 - (b) Contain in full all information required on the Form of Proposal and, these Instructions or any of the other Contract Documents provided by the Town to the Bidder.
- (8) The Town may reject any Proposal submitted by a Bidder or cancel the Contract awarded to that Bidder without penalty, where any information provided by the Bidder in its Proposal or as part of any pre-qualification procedure is determined to be false or otherwise misleading in any material respect.
- (9) A Proposal that qualifies or applies conditions to the Specifications and the Contract Price may be rejected. Unless specifically authorized by the Request for Proposal. Alternative Proposals will not be accepted.

13. OBLIGATION OF BIDDER TO DEAL IN GOOD FAITH

- (1) A Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder or their agent or representative about the preparation of the Proposals. Each Bidder attests that its participation in the RFP process is conducted without any collusion or fraud. If the Town discovers there has been a breach of this requirement at any time, the Town reserves the right to disqualify the Proposal(s) or terminate any ensuing Contract.
- (2) Where the Contract is awarded to a Bidder who has made an unauthorized amendment to the Town's Form of Proposal, then within a reasonable time of the Town discovering that unauthorized amendment, the Town may,
 - (a) Cancel or terminate the Contract without any compensation whatsoever to the Bidder by giving written notice to that effect to the Bidder; and
 - (b) Recover from such Bidder any amounts the Town paid to the Bidder and all costs, expenses,

damages and losses incurred or accrued as a result of the unauthorized amendment.

14. OWNERSHIP OF DOCUMENTS, USE OF DESIGNS, ETC.

- (1) All maps, drawings, plans, Specifications, computer disks and other documents,
 - (a) Provided by the Town to a Bidder shall remain the property of the Town and shall be returned by the Bidder to the Town (whether or not the Bidder submits a Proposal) upon demand by the Town for their return; or
 - (b) Prepared by the Bidder as part of its Proposal shall be the property of the Town and may be disposed of by the Town as it considers fit.
- (2) Unless the Town requests in writing, where any plan, drawing or design is provided by a Bidder in connection with an RFP, then the submission of a Proposal by the Bidder shall be deemed to constitute a license by that Bidder to construct one sample model of the Work or Project contemplated based upon that plan, drawing or design, where such a sample is required to make an informed decision concerning the attractiveness, functionality or other merit of the plan, drawing or design in question. The license conferred herein shall not be deemed to constitute an assignment of any patent, copyright, trademark or other intellectual property of the Bidder, unless otherwise provided in the RFP.

15. RECORD AND REPUTATION

- (1) Without limiting or restricting any other right or privilege of the Town and regardless of whether or not a Proposal or Bidder otherwise satisfies the requirements of a RFP, the Town may reject summarily a Proposal from any person where:
 - (a) The commercial relationship between the Town and the Bidder has been impaired by the prior and / or current act(s), or omission(s) of such Bidder;
 - (b) The Bidder is or has been engaged, either directly or indirectly, in a legal action against the Town , its elected or appointed officials and/or employees in relation to
 - (i) Any contract or service; or
 - (ii) Any matter arising from the Town's exercise of its powers, duties or functions.
- (2) In determining whether or not to reject a Proposal under this section, the Town may consider whether the litigation is likely to affect the Bidder's ability to Work with the Town , and/or whether the Town's experience with the Bidder indicates that the Town is likely to incur increased staff and legal costs in the administration of the Contract if it is awarded to the Bidder.
- (3) For the purposes of subsection (1), the prior acts or omissions of a Bidder shall also include the prior acts or omissions of: an officer, a director, a majority or controlling shareholder, or a member of the Bidder, if a corporation; a partner of the Bidder, if a partnership; any corporation to which the Bidder is an affiliate of or successor to, or an officer, a director or a majority or controlling shareholder of such corporation; and any person with whom that the Bidder is not at arm's length within the meaning of the *Income Tax Act* (Canada).

16. REVIEW OF PROPOSALS

- (1) At the close of the RFP, all apparently eligible Proposals will be examined by a representative of the Town to confirm that they are compliant and otherwise complete.
- (2) At its sole discretion, the Town may clarify any aspect of any Proposal received in respect of the

RFP with any Bidder at any time, and may clarify any aspect of the price bid by the Bidder, and

- (a) The purpose of such clarification may be,
 - (i) To enable the Town to determine whether the Proposal to which it relates complies with the RFP;
 - (ii) To resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Proposal.
- (b) No such clarification shall alter the Proposal or constitute negotiation or renegotiation of the price or any aspect thereof, or the nature or quality of the Goods or Services to be supplied or performed as set out in the Proposal at the close of the RFP, and all correspondence with a Bidder for the purposes of such clarification shall be conducted through the Purchasing Section.

- (3) Without limiting subsection (2), the *Town's* right to clarify shall include the right to request additional or missing information relating to the *Work* that is to be done or the *Goods* or *Services* that are to be supplied or the manner in which the *Project* or *Work* is to be carried out.
- (4) The right of clarification provided under this section is within the sole, complete and unfettered discretion of the Town and is for its exclusive benefit, and may or may not be exercised by the Town at any time and in respect to any or all Proposals.
- (5) The right to clarify shall not impose upon the Town a requirement to clarify with the Bidder any part of a Proposal, and where in the opinion of the Town the Proposal is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, and the Town may reject a Proposal either before or after seeking a clarification under this section.
- (6) Neither the review of its submission with any Bidder, nor the seeking of clarification under this section, shall oblige the Town to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Proposal or any other Proposal.
- (7) All clarifications under this section shall be in writing, in a form satisfactory for inclusion in the Contract and satisfactory to the Town .

17. NO LOBBYING AND SINGLE POINT OF CONTACT

- (1) Bidders or their representatives must not make any or engage in any form of lobbying, or carry out any activities to publicly promote or advertise their Proposals or interest in this competitive procurement process.
- (2) Any attempt on the part of any Bidder or any of its employees, servants, agents, contractors, or representatives to contact any of the following persons, directly or indirectly, with respect to this Project, except for the single point of contact identified in this RFP, may lead to disqualification:
 - (a) Any elected or appointed officer;
 - (b) Any staff of the Town of Smooth Rock Falls; or
 - (c) Any other persons connected in any way with the Project.
- (3) For greater certainty, Bidders may not communicate with the Town regarding this Project except through the single point of contact as identified in this RFP.

18. AODA

Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), 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 the Goods and Services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. Where requested by the Town, the Successful Bidder shall provide written proof that all employees have been trained as required under the act as well as any documentation regarding training policies, practices and procedures.

19. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

In our on-going effort to ensure efficiency in processing our payments in a timely, effective manner, the Town of Smooth Rock Falls requires suppliers to sign up for Direct Deposit (EFT). The Successful Bidder will be requested to provide appropriate banking information to the Town's Finance Department.

GENERAL CONDITIONS

1. Proponent Expenses

Proponents are solely responsible for their own expenses in preparing and submitting proposal submissions, including any negotiations and/or discussions with the Town and its' representatives relating to or arising from this RFP.

2. Replacement of Personnel

Should it become necessary to replace any personnel or subcontractor(s) specifically identified in the proposal, the successful Proponent must give seven (7) calendar days written notice to the Town .

The replacement of personnel or subcontractor(s) must be of similar ability and attainment and must be acceptable to the Town . Any replacement will be at the successful Proponents sole expense.

3. Failure to Perform

If the successful Proponent fails to commence work within seven (7) calendar days of the date agreed to in the work schedule or if the work is not being executed to the satisfaction of the Town in all respects to the contract, the Town shall have the full right and power to retain monies payable by the Town to the successful Proponent under this contract and to take the contract, and/or any parts thereof, out of the hands of the successful Proponent and award the contract to any other person or persons with or without it being re-tendered.

4. Schedule

It is anticipated that the successful Proponent will be appointed by June 2021.

The funding for this project is in the 2021 year and the project must be designed in such a manner that the schedule of work not interfere with operation parameters. Pool facilities construction will be completed at the end of season starting in September 2021. The full architectural services shall be completed at the outset of the project.

Project Schedule:

- Tender project by June 30, 2021
- Commence Construction in August 2021
- Complete Renovations by November 2021

5. Mandatory Meetings

During the design period, the Consultant team will be required to attend the following minimum scheduled meetings at a location to be determined.

- Initial meeting for introductions and start up.
- Design Development 50%
- Design Development 90%
- Construction Documents 100%
- Evaluation of Proposals
- Once project commences, monthly meetings will be conducted until the project is substantially completed (lead Consultant and engineering representatives as required)

6. Proposal Requirements

Scope of Work

The scope of work to include but not limited to the following services as set out in the Standard Form on Contract for Architecture Services, Document 600, 2013.

- Coordination services with Structural, Mechanical, Electrical, and Civil Engineering Consultants and Cost Consultant
- Schematic Design
- Design Development drawings
- Construction Documents
- Tender Documents
- Evaluation of Tenders received
- Provision of Cost Estimates as provided in Document 600 for schematic design, design development and construction phases.
- Construction and Contract Administration

7. Proposal Criteria

The Architectural Submission shall be divided into seven (7) sections. Page sizes shall be 8 ½ x 11 inches. Page limits for each section are summarized in the following table:

Section	Title	Page Limit
1	Company Profile	2
2	Project Management and Cost Control	3
3	Practice Methodology	3
4	Experience and References	3
5	Team Structure / Staff Qualification (*CVs as Attachments) Review of Sub-consultants	2 (plus CVs)
6	Project Design Completion	2
7	Fees Schedule	2

*Attachments are not counted as page counts

Material exceeding the specified page limits will not be evaluated.
Excess material will be removed from the section to which the page limit applies.

The proposal shall be clear, concise and shall include sufficient details for effective evaluation and for substantiating the validity of the stated claims.

The proposal should not simply restate or rephrase the Town's requirements, but rather shall provide convincing rationale to address how the proponents intend to meet these requirements. Proponents shall assume that the Town has no prior knowledge of their experience except as noted in the proposal.

Information which the Proponent considers to be a proprietary or confidential nature, must be clearly marked "PROPRIETARY".

Section 1 – Company Profile (5 points)

Proponents are to provide information on their company such as, but not limited to the following:

- Size of the company, number of employees (local and other)
- Number of years in business (local and other)
- Confirmation of licensing in Province of Ontario
- Memberships in professional associations
- Ability to respond to on-site meetings/inspections on short notice
- The Principal business and corporate directors of the proposing entity, including any major sub-consultants
- Staff qualifications (Architects, Engineers, Technologists, etc)
- The name and title of the person who will be the Town's point of contact

Section 2 – Project management Cost Control (10 points)

Provide a detailed description of the methodology and project management approaches, including examples of project budgeting and cost estimating approaches.

Section 3 – Practice Methodology (10 points)

Explain the design philosophy of the firm and note how this design philosophy shall relate to the project.

Section 4 – Experience and References (25 points)

Proponents are to provide three (3) references within the last five (5) years of their company or key staff relevant past and present experiences. Include timeline indicating year of completion, client name and contact information of client representative, construction budget and brief description of project.

Section 5 – Team Structure/Staff Qualifications (15 points)

Proponents are to provide the name(s) and resume(s) of main contact person(s) who will potentially be assigned to the project.

The assigned person must be the primary point of contact for the Town . Proponents are to provide the name(s) and resume(s) of other key personnel who will be assigned to the project. The resumes of the proposed personnel shall clearly indicate that the individual is qualified to carry out the services required.

Section 6 – Project Design Completion Timeline (10 points)

Proponents to provide examples of projects similar in scope for which they assumed the lead designer role, indicating the detailed project implementation timeline with the specific emphasis on the period from the inception to project design development and tendering period.

Section 7 – Fee Schedule (25 points)

Proponents shall indicate their fees as a percentage of total construction costs, including all disbursements.

Fee % including disbursements (excluding H.S.T.) _____

Fee Schedule II is based on regular hourly rates excluding H.S.T. for additional services performed by the Consulting team to be agreed upon prior to the commencement of services.

Fee Schedule II:

Architectural Team

Senior Staff	Intermediate Staff	Junior Staff	Projects Architect	Project Manager	Clerical	Other:
_____/hr	_____/hr	_____/hr	_____/hr	_____/hr	_____/hr	_____/hr

Engineering Team - Civil

Senior Staff	Intermediate Staff	Junior Staff	Project Manager	Clerical	Other:
_____/hr	_____/hr	_____/hr	_____/hr	_____/hr	_____/hr

Engineering Team - Structural

Senior Staff	Intermediate Staff	Junior Staff	Project Manager	Clerical	Other:
_____/hr	_____/hr	_____/hr	_____/hr	_____/hr	_____/hr

Engineering Team - Electrical

Senior Staff	Intermediate Staff	Junior Staff	Project Manager	Clerical	Other:
_____/hr	_____/hr	_____/hr	_____/hr	_____/hr	_____/hr

Engineering Team - Mechanical

Senior Staff	Intermediate Staff	Junior Staff	Project Manager	Clerical	<u>Other:</u>
_____/hr	_____/hr	_____/hr	_____/hr	_____/hr	_____/hr

Fees submitted in the Fee Schedules remain fixed and firm for the duration of the term on the contract.

8. Selection Process

- All compliant bid submissions will be evaluated by a Town of Smooth Rock Falls evaluation committee based on the evaluation criteria.
- Mandatory Requirements or minimum Required Specifications – where the words “Must”, ”Required”, and/or “Mandatory” are referenced in the RFP document. Failure to comply will deem the submission noncompliant and the bid will be disqualified.
- Award will be made to the responsible Proponent whose proposal is determined to offer the greatest benefit to the Town , taking into consideration the requirements and evaluation factors set forth within this RFP.
- The Town will make the determination of the greatest benefit and award the contract accordingly, at its sole discretion, using the Proposal Criteria. The Town retains the right to select any bid that is in the best interest of and provides the best value to the Town , or to select parts of various bids or to reject all bids for budgetary or other interests that are in the best interests of the Town .
- The Town will use the evaluation matrix consistently throughout its analysis. The Town shall not be bound to award to the lowest price or any Offer, subject to selection criteria. All bidders agree that the decision of the Selection Committee shall be final and without recourse. Proposals shall be evaluated in the sole discretion of the Town on the basis of the following criteria:

5	Company Profile
10	Project Management and Cost Control
10	Practice Methodology
25	Experiences and References
15	Team Structure / Staff Qualifications
10	Project Design Completion Timeline
25	Fee Schedule
100	

9. Architectural Services Requirements

The selected architect will be expected to engage the Project Team for the duration of the project.

The architect shall provide complete architectural services as described in OAA Document 600, 2013 Version and Town of Smooth Rock Falls Amendments outlined in Appendix A. As part of this assignment, the architect will be required to make submissions and receive approvals from local Building and Fire Departments, the Ontario Fire Marshal's Office, and any other authorities having jurisdiction.

If the project will require a Site Plan Agreement with the Municipality, the Architect shall act on the Town's behalf and provide necessary services including site servicing, storm water management and landscaping services.

The Architect shall provide the following services as outlined in Schedule A to Document 600, 2013 version:

- 1) Verify accuracy of existing drawings furnished by the Town of Smooth Rock Falls including site measurements.
- 2) Arrange and coordinate geotechnical surveys (where required). Costs for the surveys will be paid by the Town .
- 3) Engage structural, mechanical, electrical and civil engineering services for all phases of the project.
- 4) Engage cost consultant at 100% Design development, 50% construction documents and 90% construction documents.
- 5) Provide interior design, including new furniture and equipment requirements and layouts (where required).
- 6) Provide for design and selection of interior and exterior signage (where required).
- 7) Provide a complete set of contract documents on a USB stick. Drawings must be saved individually.

- 8) Upon completion provide a complete set of as-constructed drawings in CAD and PDF format on a USB stick.
- 9) Participate in Energy Efficient Incentives. Submit the required applications and design information to utility providers or other government agencies to allow the Town to take advantage of potential energy rebate programs.
- 10) Provide one exterior and interior rendering at 100% design completion.

2. SAFETY REQUIREMENTS

The Contractor shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial statutes, on behalf and in accordance with all Municipal by-laws and regulations, together with any additional safety measures.

The Town of Smooth Rock Falls is committed to health and safety in the workplace, therefore the Contractor must comply with the Town of Smooth Rock Falls's Occupational Health & Safety Policy (to be made available to the Contractor upon award) and any violation thereof may be cause for cancellation of the Contract.

3. EXISTING SERVICES

The position of utility pole lines, underground conduits and services, water-mains, sewers and other underground and over-ground utilities and structures are not necessarily known, and the accuracy of the position of such utilities and structures on any reference documents is not guaranteed. The Town of Smooth Rock Falls will not be responsible for damages or extra work caused or occasioned by the Contractor relying on this or any other information or records.

Before starting work, the Contractor shall familiarize himself of the exact location of all such utilities and structures and shall assume all liability for damage to them. Where extra measures are required to support utility poles during construction either by the utility involved or the Contractor himself, the costs involved shall be borne by the Contractor. The Contractor will be responsible for any fees that may be associated with these services.

4. INSPECTION AND CONTROL OF SITE

OWNER'S INSPECTION AND SUPERVISION

A representative of the Owner (appointed by the Owner) reserves the right to enter the site at any time for the purpose of review & inspection. The presence of a said representative does not indicate satisfaction or compliance unless comments made by the representative are submitted to the Contractor in written form.

5. CONTRACTOR'S USE OF SITE

Limited to areas for work and storage as directed by the Owner. Except where expressly permitted by the Owner, materials and/or equipment must not be stored within four meters of the travelled portion of any roadway.

The Contractor shall maintain the adjacent side streets in a condition free from debris resulting from his operations, such as materials spilling from trucks.

It is expected that the Contractor will make arrangements to regularly inspect the surface condition of these streets and promptly dispose of all the debris. Should the Contractor be unable to carry out the required remedial measures, the Owner may carry out the necessary maintenance and the costs for the work shall be deducted from payments due to the Contractor.

6. TOXIC AND HAZARDOUS SUBSTANCES

Prior to the Contractor commencing the Work, the Owner shall;

- (a) Take all reasonable steps to establish whether or not any toxic or hazardous substances are present at the Place of the Work, and
- (b) Provide the Contractor with written reports indicating all toxic or hazardous substances of such findings.

Note: If the Contractor encounters unidentified toxic or hazardous substances at the Place of the Work, or has reasonable grounds to believe that unidentified toxic or hazardous substances are present at the place of the Work, the Contractor shall take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death, and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to the Owner in writing.

7. DISPOSAL

The Contractor will be responsible for site waste management.

8. EMERGENCY AND MAINTENANCE

The care of the Works until completed, delivered to and accepted by the Town rests solely with the Contractor who shall assume all risk of damage to the Work.

For the purpose of Emergency and Maintenance measures, the name, address, and telephone number of a responsible official of the Contracting firm, shall be given to the Owner's contact person in charge of the Project. This official shall be available at all times and have the necessary authority to mobilize Workmen and machinery and to take any action as directed by the Owner in the event emergency or maintenance measures are required, regardless of the fact that the emergency or requirement of maintenance may have been caused by the Contractor's negligence, Act of God, or any cause whatsoever.

9. LABOUR DISPUTES

The obligations of the Contractor hereunder shall continue unchanged throughout the occurrence of any labour disputes (including strike or lockout), whether the same occurs with respect to the employees of the Town , the Contractor, or otherwise.

SPECIAL PROVISIONS

1. Document Intent

These terms, conditions and Specifications are intended to furnish all, architectural services, for the Design and Renovations of the Smooth Rock Falls Firehall Extension and Pool Change Room Renovations in Smooth Rock Falls, ON.

The intent of this document is to procure for The Town of Smooth Rock Falls the renovations indicated, in accordance with minimum Specifications outlined herein, and to set forth the terms and conditions of requirement;

The Town reserves the right not to enter into Contract due to the lack of availability of funding;

Subject to the Town's reserved rights and privileges set out in the RFP, the Contract shall be awarded to the compliant Bid with the lowest Contract Price; and This document (and response thereto) shall form part of the Construction Contract issued to the Contractor.

2. Project Address

Smooth Rock Firehall	Smooth Rock Falls Pool
2 Gordon Avenue	114 6th Street

3. Commencement and Completion Date for Project

The Work on the Project shall not commence until the Contractor has provided the following submittals to the Town and the signing of the Construction Contract by all parties hereto:

- Certificate of Insurance;
- WSIB certificate;
- Any other required submittals included in the Specifications as requested by the Town

The Contractor shall furnish these submittals to the Town , prior to the execution of the Contract, within five (5) Business Days of being notified that the Town intend to accept its Proposal.

4. Insurance

Delivery to, examination, or approval by the Town of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Contractor of any of its indemnification or insurance obligations under the Contract, but must be in part accepted as adequate coverage by the Corporation.

The Corporation shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to advise the Contractor in the event such insurance coverage is not in compliance with the requirements set out in the Contract or the set out insurance requirements. This is the Contractors responsibility.

It shall be the sole responsibility of the Contractor to determine what additional insurance coverage, if any, are necessary and advisable for its own protection and/or to fulfill its obligation under this Contract. Any such additional insurance shall be maintained and provided at the sole expense of the Contractor.

Certificate Holder will be addressed as The Corporation of the Town of Smooth Rock Falls, Town Hall, 220 Algonquin Blvd. East, Smooth Rock Falls, ON, P4N 1B3. All certificates, cancellation, non-renewal or adverse change notices should be mailed to this address.

The Contractor shall not do or omit to do anything that would impair or invalidate the insurance policies.

5. WSIB

The Contractor and any Sub-Contractors must have complied with the requirements of the Workplace, Safety and Insurance Act, and be in good standing with the Board upon signing of the Contract Documents. The Contractor must provide either a current Clearance Certificate from WSIB, or written determination of Independent Operator without coverage status, during the time frame of this Contract. Also, the successful contractor must undergo the Town of Smooth Rock Falls' Contractor Orientation Program if they have not already been registered.

7. Contract Security

N/A

7. Method/Measurement of Payment

HOLD BACK: The Town of Smooth Rock Falls will retain a hold-back of ten percent (10%) of the total amount due on this Contract for sixty (60) days past completion as security against a construction lien or other claims.

Before making any payment for the Work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials, or things hired, or supplied, upon or for the Works, have been paid or satisfied, or if any such claims are found to exist may pay such sums and the Contractor shall repay the same within two (2) days or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

8. Permits and Licenses

The Contractor shall ensure that all persons supplying services or materials to the Project, Work, or Supply, hold all valid licenses required by law with respect to the Services or materials to be supplied by them respectively.

Where and if required, the Contractor will be responsible for application and fees associated with any and all permits and notices required by any and all governing bodies. This will include, but is not limited to, "Hoarding Permit", "Building Permit", "Notice of Project" and "ESA Inspection". A copy of all permits, etc. will be forwarded to the Owner for Town records.

9. Examination of Site and Subsurface Conditions

The Bidder shall make its own estimate of the facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions that may be encountered during construction.

Bidders should visit the site, determine conditions, installation limitations, requirements for protection of adjacent areas, verify dimensions and base their bid on measurements taken on site, as drawings provided may be inaccurate or not scaled.

10. Alternative Products/Materials/Equipment (Request for Equivalency)

The Town reserves the right to decide whether an alternative product, material or equipment submitted by a Bidder is acceptable, all decisions made by the Town are final.

11. Ability and Experience of Bidders

The Town reserves the right to reject any Proposal unless the Bidder is known to be skilled and regularly engaged in work of a character, scope and magnitude similar to that covered by the Specifications of the Work. It is not the intention of the Town to award this Contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience in the type of Work required to complete this Project and that he has sufficient capital and plant to enable him to complete the Work successfully and in the time required in the Contract.

The Town reserves the right to reject a Proposal submitted by a Bidder who has Defaulted on or failed to satisfactorily complete other Work in the past.

SUBMISSION REQUIREMENTS

Section	Title	Page Limit
1	Company Profile	2
2	Project Management and Cost Control	3
3	Practice Methodology	3
4	Experience and References	3
5	Team Structure / Staff Qualification (*CVs as Attachments) Review of Sub-consultants	2 (plus CVs)
6	Project Design Completion	2
7	Fees Schedule	2

*Attachments are not counted as page counts

THE PROPONENT DECLARES:

1. No person, firm or corporation, other than the Proponent, has any interest in this Proposal or in the proposed agreement for which this Proposal is made and to which it relates;
2. This Proposal is made by the Proponent without any connection, knowledge or comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same service, and is in all respects fair and without collusion or fraud;
3. No member of the Municipal Council or any other officer of the Corporation will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with the Municipal Conflict of Interest Act, RSO 1990;
4. The content and requirements of this Proposal document have been read and understood.
5. That if this Proposal is accepted, the Proponent agrees to execute the Professional Service Agreement in duplicate within ten (10) days after being notified so to do. In the event of default or failure on the Proponent's part to do so, the undersigned agree that the Corporation shall be at liberty to retain the proposal deposit to the use of the Corporation, and to accept the next lowest or any Proposal or to advertise for new Proposals or to carry out the works in any other way deemed best and the Proponent also agrees to pay to the said Corporation the difference between this Proposal and any greater sum which the Corporation may expend or incur by reason of such default or failure, or by reason of such acting, as aforesaid, on the Corporation's part including the cost of any advertising for new Proposals and to indemnify and save harmless the said Corporation and its officers from all loss, damage, cost, charges and expenses which they may suffer or be put to by reason of any such default or failure on the Proponent's part.
6. All prices are quoted in Canadian funds.

Schedule - A

The Town of Smooth Rock Falls Amendments to Document 600, 2013 Ontario Association of Architects Standard Form of Contract for Architect's Services

The Town of Smooth Rock Falls Amendments to Document 600, 2013 – Ontario Association of Architect's Standard Form of Contract for Architect's Services between the Town of Smooth Rock Falls and the Architect:

The Amendments void, supersede and/or amend the Ontario Association of Architects Standard Form of Contract for Architect's Services, Document 600, 2013 version as hereinafter provided, as the case may be. The numbering shown in the Amendments follows and corresponds to the numbering of the Document 600. Where an article, Definition or a General Condition is deleted or amended, the numbering of the remaining Article, Definitions and General Conditions shall remain unchanged.

GC13 OTHER TERMS OF CONTRACT

13.1 Construction Costs:

- Excludes HST
- Excludes the land cost, and land development charges

13.2 Architect to perform Contract Administration Services for the duration of the project.

13.3 The specifications must be generic in nature to encourage competitive bidding or show at least 2 approved manufacturers for all products and systems.

13.4 A copy of the policy or a certificate of insurance must be submitted to the owner prior to the date of contract execution.

13.5 Fees applicable to each phase of the project shall be determined in accordance with the percentages stipulated in the schedule of prices shown below. The schedule of prices will be used as the basis to determine the value of monthly payments to the architect:

- Schematic design phase -15%

- Design development phase -15%
- Construction document phase -35%
- Bidding/Negotiating phase -05%
- Contract/Construction administration phase -30%

- 13.6 Statement of Requirements or Building Program – Review the fundamental objectives of the project from the stakeholders and owner’s representative, including the interrelation of space allocations, the areas required for the spaces, specific materials and/or assemblies to be used, massing time factors, cost implications/project budget, other constraints affecting, and/or any special design considerations required for the project.
- 13.7 Arrange meetings with the owner’s representative and stakeholders at 50% and 90% completion of the design development phase. These meetings are to be working sessions to ensure compliance to the Town of Smooth Rock Falls project requirements and any user specific requirements.
- 13.8 Create and maintain RFI log and submit periodically to the owner.
- 13.9 Architect shall provide at the end of the project the CAD file of the floor plan, elevations and site plan.

End of Amendments