



The Corporation of the City of North Bay

Request for Proposals

For

Design Services for Transit Bus Station Upgrades

Request for Proposal No.: **RFP 2021-15**

Issued: **Monday February 22, 2021**

Submission Deadline: **Monday March 15, 2021 @ 1:00 p.m.**

***** ELECTRONIC BID SUBMISSIONS ONLY *****



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UNDER SEPARATE ATTACHMENT:

APPENDIX D – Form of Agreement

Referenced Documents:

- Attachment A New NB Transit Terminal Issued for Tender June 21 2006



PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposal (the “RFP”) is an invitation by The Corporation of the City of North Bay (“the City”) to prospective proponents to submit proposals for design services required for Transit Bus Station upgrades as further described in the RFP Particulars (Appendix C) (the “Deliverables”).

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix D) (the “Agreement”) are to form the basis for commencing negotiations between the City and the selected proponent. It is the City’s intention to enter into a contract with only one (1) legal entity.

1.3 RFP Timetable

Issue Date of RFP	Monday February 22, 2021
Deadline for Questions	Monday, March 8, 2021 @ 3:30 p.m.
Deadline for Issuing Addenda	Thursday March 11, 2021
Submission Deadline	Monday March 15, 2021 @ 1:00 p.m.
Anticipated Execution of Agreement	Monday March 22, 2021

The RFP timetable is tentative only, and may be changed by the City at any time.

1.4 Bidding System Registration

The City will only consider proposals received from proponents who have registered with the City’s electronic bidding system at <https://cityofnorthbay.bidsandtenders.ca> (the “Bidding System”) and have obtained the RFP directly from the Bidding System.

All proponents must establish a Bidding System account and be registered as a Plan Taker for the bid opportunity, which will enable the proponent to download the RFP, to receive addenda email notifications, download addenda and to submit their proposal electronically through the Bidding System.

1.5 RFP Contact and Proponents' Questions

1.5.1 RFP Contact

For the purposes of this procurement process, all communications in relation to this RFP must be made to the RFP contact through the Bidding System, unless specifically instructed within the RFP document.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the RFP Contact. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

Post bid closing communications in relation to this RFP may be made to Mary-Ann Kotylak, Purchasing Manager at purchasing@northbay.ca.

1.5.2 Proponents' Questions

Prior to the Deadline for Questions, proponents may ask questions or seek additional information in relation to this RFP through the Bidding System using the “Submit a Question” link associated with this bid opportunity. The City will not accept proponent’s questions or requests for information by any other means, except as specifically stated in this RFP.

1.6 Submission of Proposals

1.6.1 Electronic Submission Only



Proposals must be submitted electronically through the Bidding System. The City will not accept proposals submitted by any other method.

1.6.2 Proposals must be Received on Time

Proposals will only be accepted if they are received by the Bidding System by no later than the Submission Deadline. The Submission Deadline will be determined by the Bidding System clock. The timing of the proposal submission is based on when the proposal is **received** by the Bidding System, regardless of when the proponent began the submission process. Onus and responsibility rest solely with the proponent to ensure its proposal is received by the Bidding System by no later than the Submission Deadline.

Proponents are advised that transmission of proposals can be delayed due to file transfer size, transmission speed and other issues. Proponents are strongly encouraged to allow sufficient time to upload their proposal submission and attachment(s), if applicable, and to resolve any issues that may arise. Proponents making submissions near the Submission Deadline do so at their own risk.

The Bidding System will send a confirmation email to the proponent advising that their proposal was successfully received.

1.6.3 Acknowledgement of Addenda

It is the responsibility of the proponent to have received all addenda to this RFP that have been issued by the City through the Bidding System. Proponents will be required to check a box for each addendum and any applicable attachments that have been issued before a proponent can submit their proposal in the Bidding System.

Proponents must check the Bidding System for any addenda up until the Submission Deadline.

If a proposal is submitted before an addendum is issued, the Bidding System will automatically withdraw the proposal and identify the status of the proposal as incomplete (not accepted by the City). The withdrawn proposal can be viewed by the proponent in the "MY BIDS" section of the Bidding System. The proponent is solely responsible for:

- (a) reviewing the status of their proposal;
- (b) making any required adjustments to their proposal;
- (c) acknowledging the addendum; and
- (d) ensuring the proposal is re-submitted and received by the Bidding System by no later than the Submission Deadline.

The City will not be responsible for the withdrawal of a proposal due to the proponent's failure to acknowledge any addenda issued prior to the Submission Deadline.

1.6.4 Amendment of Proposals

If a proponent wishes to amend an already submitted proposal prior to the Submission Deadline, the proponent may withdraw the submitted proposal and submit a revised proposal prior to the Submission Deadline through the Bidding System. The proponent is solely responsible for ensuring that the revised proposal is received by the Bidding System by no later than the Submission Deadline.

1.6.5 Withdrawal of Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, the proponent may withdraw the submitted proposal through the Bidding System. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]



PART 2 – EVALUATION

2.1 Stages of Evaluation

The City will conduct the evaluation of proposals in the following stages:

2.2 Stage I Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements listed in Section C of the RFP Particulars (Appendix C). Proposals that fail to satisfy the mandatory submission requirements will be excluded from further consideration.

2.3 Stage II Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.1 Rated Criteria

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

2.4 Stage III Pricing

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

2.5 Selection of Top Ranked Proposal

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3), the top-ranked proponent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria. The selected proponent will be notified in writing and will be expected to satisfy any applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix C), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the proponent and the selection of another proponent or the cancellation of the RFP.

[End of Part 2]



PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and should report any errors, omission or ambiguities through the Bidding System prior to the Deadline for questions. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than by addenda issued by the RFP Contact through the Bidding System. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.



3.2.2 All New Information to proponents by Way of Addenda

This RFP may be amended only by addendum. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum through the Bidding System. Each addendum forms an integral part of this RFP.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix C). The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Unsuccessful proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written request for review in writing within sixty (60) days from notification of the outcome of the procurement process to the RFP Contact. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to;
 - i. having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents, or
 - ii. communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or
 - iii. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair, or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests';



- i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
- ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP, or if the proponent has a claim, demand, action or other legal proceeding against the City or against who the City has a claim, demand, action or other legal proceeding with respect to any previous or existing Contract, except where such circumstances as deemed necessary by the City's Chief Administrative Officer.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

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

- (a) illegal or unethical conduct as described above; or
- (b) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (c) the refusal of the supplier to honour its submitted pricing; or
- (d) the proponent has not complied with and/or satisfactorily performed the requirements of a previous Contract.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP



- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

Proponents are advised that the City is governed by Ontario's Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and information submitted to the City in response to this RFP may be subject to disclosure under MFIPPA. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The City will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of bids. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);



- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

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APPENDIX A – SUBMISSION FORM

Proponents should refer to the instructions attached to the solicitation for the Appendix A - Submission Form requirements and provide that information in accordance with the instructions provided in the bidding system.

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APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”)
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which will be in addition to the price quoted.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour material and equipment costs, all travel and carriage costs, all disbursements, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth **30** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Required Pricing Information

Proponents shall complete the Bidding System Schedule of Prices.

Proponents must also provide a detailed Time Task Breakdown for the deliverables indicating the estimated number of hours by each team member and their corresponding hourly rate fee. All individual charge out rates indicated in the Time Task Breakdown must be firm for the period of the services and will be used for determining costs for the various contingencies and allowances. Contingencies and allowances are not guaranteed and if required, will be paid based on actual time spent.

Pricing for all provisional items and allowances will be included in the calculation for the evaluation of pricing. Provisional items will be determined at the time of award and dependent upon budget availability



APPENDIX C – RFP PARTICULARS

A. THE DELIVERABLES

The City of North Bay is seeking proposals from qualified and experienced architecture and engineering consultants for professional services for the Investing in Canada Infrastructure Program (ICIP) for Transit Stream. These projects will require architecture and engineering services for the design, contract administration and construction assistance for washroom improvements and modifications; HVAC systems with controls, landscaping, pathways/walkways and shelter restoration and refurbishments.

1. Background

The City of North Bay currently operates one Transit Facility located within the North Bay downtown core and it is the hub for transit services. The transit facility currently operates 24 hours per day, 7 days per week and provides amenities that include washroom facilities, an indoor waiting area, outdoor seating areas with shelter, a ticketing office for use by all transit users as well as the primary work location for transit staff and drivers.

The Transit Facility will be undergoing an enhancement program that will have projects focused on optimizing the interior of the terminal as well as the exterior of the facility. The enhancements will focus on improving the overall safety, security, and passenger comfort as well as creating a pedestrian and age-friendly environment to encourage the use of local transit services.

2. Scope of Work - General Information

This scope of work includes all materials and resources to provide, yet is not limited, to the following: architecture, electrical, mechanical, and structural engineering and design works, interior designs, landscape architecture and plans, construction cost estimates and all design and construction related documents with drawings (Issue for Construction).

- 2.1. The enhancement program will be made up of two projects.
- 2.2. Each project will require a schedule with timelines with regards to project deliverables.
- 2.3. The projects described are partially funded through the Investing in Canada Infrastructure Program (ICIP) over a 3-year period (2021-2024).
- 2.4. Due to the funding schedule, it is anticipated that the consultant will work with The City to develop bid ready packages to support the schedule sequencing and type of works/trades requirements.
- Examples of package may include: (1) Interior Works (washroom and staff office), (2) Exterior Works (landscaping/pathway works) and (3) Exterior Works (shelters refurbishment-replacement).
- 2.5. All works shall comply with the Ontario Building Code and the Accessibility for Ontarians with Disabilities Act (AODA) and all applicable standards and codes.
- 2.6. The Universal Design Principles and guidelines are to be incorporated as part of the design basis in the enhancements and modifications to the Transit Facility.
- 2.7. The transit facility will be open and accessible to public and staff throughout all project works. As a result, this will require coordination with The City to ensure that no disruption occurs to the level of service being provided and that facilities are maintained in a safe state for all users - public, staff, buses and bus drivers.
- 2.8. Existing drawings will be provided for information only and it will be the responsibility of those performing the work to perform site visits as required, and to verify and confirm all existing site conditions.
- 2.9. As part of the project delivery, regularly scheduled meetings will be required to provide progress updates to the Project Manager (or designate) and team at a pre-determined frequency and agreed to milestones.



2.10. Due to the various funding sources for the project, monthly invoicing for the project will require the following information: Project “Phase” with a breakdown of the scope deliverable/tasks by percentage and dollars for work performed within the invoice period.

3. Scope of Work

The Transit Facility enhancements and modification will focus on the following projects:

3.1. Interior of Facility

The interior of the Transit Facility is to be reviewed and optimized in the following areas:

3.1.1 Washrooms Layout and Configuration

The current washroom layout and configuration require review with re-design within the existing overall footprint of the Transit Facility to improve function and overall use, safety, cleanliness and comfort for transit passengers. The current washroom configurations are subject to damage, abuse, and theft of fixtures/washroom components, and at times are difficult to access/maintain due to the “closed” nature of the design. Features to be incorporated include:

- a) Open access concept
- b) Fixtures and washroom components that are permanently fixed
- c) Deters abuse and damage
- d) Provides increased safety and security
- e) Ease of maintenance

3.1.2 Designing and incorporating a staff office into the existing Facility

The Transit Facility requires a staff office that is to be incorporated into the existing office layout of the facility to better meet office needs. The office will be required to meet the needs of a manager/supervisor in performing day-to-day office-related tasks that include temperature control, private phone calls, computer works, and support security enhancements. All utilities, WIFI, data support etc. will be required to be integrated into this office.

3.1.3 Review and optimization of the egress within the Transit Facility

The Transit Facility requires a review with optimization as required with regards to the egress requirements based on the current building layout, use and end-user (public and staff) requirements. Areas to be included within the review include the passenger area, staff and office areas.

3.1.4 HVAC System and Units

Review and optimization of the HVAC and building automation system including the units that include the evaluation and incorporation of improved efficiency, and ventilation and/or filters (MERV 13, HEPA etc.) to mitigate the spread of the Covid-19 and other viruses.

3.2. Exterior of Facility

Review and improvements of the exterior of the Transit facility is required to improve security, safety and accessibility of the facility in order to promote public transit and improve user experience. The enhancements are to include the following:



3.2.1 Bus Loading Area - Pedestrian Paths, Sidewalks and Pathways with Shelters-Canopies

- a) Provide material specifications, details and installation guidelines for the complete replacement of the paver stone path that has cracked and fractured over time. The material specified is to be able to withstand the weather, winter salt applications, vehicles, and snow removal over a long period of time.
- b) Inspect and identify areas of the concrete pathway for replacement within the bus-passenger loading area with construction details and guidelines.
- c) Inspect and provide refurbishment/restoration details for the two outer perimeter bus shelters -canopies.
- d) Provide design and installation details (as required) (pre-fabricated designs may be considered) for a new bus shelter with seating that will replace the existing middle positioned shelter. This bus shelter is to include improved lighting, and shelter transit users from the weather elements such as rain, wind and snow.
- e) Develop and design (as required) a landscaping plan that incorporates native plants, native shrubs and/or planters to provide added greenery into the outdoor area.

3.2.2 Bus Entry Circuit/Radius – (Provisional)

Review and optimization of the bus entry path and turning radius/circuit into the transit loading area from the Wylde Street entrance. The area requires improvement to provide the following:

- a) Buses' ability to “swing” into the first loading bay.
- b) Improve passenger safety; reduce queuing effect of incoming buses.
- c) Improve passenger accessibility from/to bus door from/to the loading area/platform.

4. Project Delivery

- 4.1. As part of the project delivery process, it is expected that the project will progress through phases.
- 4.2. The project delivery phases described within section 5 are for information purposes. The consultant may propose alternate delivery methods.
- 4.3. The consultant will work with The City to deliver a project that meets business requirements as well as the project goals of schedule, cost, quality and safety in order to ensure the successful outcome of the project.
- 4.4. The consultant shall schedule meetings with agendas and provide minutes of meetings.
- 4.5. Upon the completion of each phase described below a review shall be performed with the City prior to proceeding to the next phase.

5. Project Delivery Phases

(for information, proponents may propose alternate delivery approach)

5.1. Development of Scope and Functional Program

- a. This phase will require the consultant to review the materials and documents that apply to the project and facilitate meetings with The City to confirm the project requirements and expectations.



- b. This combined with the project objectives and working in conjunction with The City project team will be used to define the project scope and functional program.
- c. The scope will identify the project deliverables, schedule with milestones that includes delivery of the Schematic Design, Design Development, and Construction Documents including construction tender details and estimate/opinion of probable construction costs that is to include defined contingencies and permitting fees as well as any other applicable costs for the Total Project.
- d. The developed scope and functional program are to be reviewed with the City of North Bay before proceeding to the next phase.

5.2. Schematic Design

This phase will require the consultant to prepare and present to The City, items that will include but not be limited to the following:

- a. The design criteria and basis
- b. Options with preliminary sketches/drawings with floor plans, including the estimated dimensions/square footages,
- c. Modifications to current facility layout etc.

The deliverables from this phase are to be reviewed with the City of North Bay and mutually agreed to before proceeding to the next phase.

5.3. Design Development

- a. The consultant upon final review with The City of the Schematic Design phase will proceed with the development of architectural, electrical, structural, mechanical systems etc.
- b. Regular progress meetings are to continue with The City to communicate and review the various systems that are being designed and/or modified to meet the scope and functional program.
- c. Operational coordination to integrate the project works in a safe and efficient method during construction work should be identified during this phase as the Transit Facility shall be in full operation.
- d. Demolition/tear-down with required "restoration" work is to be identified and captured in this phase.
- e. Detailed drawings and specifications for all work to be performed for the demolish/tear-down and rebuild/construction phase for this project are to be provided and reviewed with The City before the preparation of the construction documents.
- f. All details with regards to architectural, structural, electrical and mechanical systems, materials and other applicable items shall be reviewed with The City. This shall include but not be limited to the PDF documents that are to include but not be limited to:
- g. Site and/or Floor Plans
- h. Typical wall sections
- i. Room layout, dimensions and applicable details
- j. Preliminary structural, electrical, plumbing and mechanical engineering
- k. Preliminary specifications
- l. Preliminary landscape design
- m. All applicable permits and applicable regulatory applications and approvals shall be identified during this phase and obtained on behalf of The City by the consultant. All permits and regulatory approvals are to be completed before award to the Contractor.



- n. Upon review and mutual agreement of the deliverables within the Design Development phase, an opinion of probable construction costs is to be provided (Design Development -Mid-Working detail drawings (~66% completion), Class B -10 to +15%).

5.4. Construction Documents Phase

As based on the Design Development phase (including revisions) the consultant shall prepare:

- a. All construction and related documents so as to establish the complete requirements for all construction works (demolition through to build including commissioning/testing).
- b. As part of the construction documents, the consultant shall assist The City and/or General Contractor in completing and obtaining the Building Permits, and provide clarifications as required for all permits.

5.5. Bid Support Phase

- a. Upon completion of the review of the Construction details by The City, the consultant shall provide bid ready documents that will include drawings and technical specifications.
- b. The consultant will provide technical support to The City that is to include responses to requests for clarifications/information, sketches, and provide updates (where applicable) of the construction documents throughout the bid phase.
- c. The bid process will be managed by The City through the Bids and Tenders website.

5.6. Construction Site Support Phase - Site Visits, Contract Administration and Quality

- a. The consultant will perform site visits throughout the demolition and build to ensure conformance and progress with all documents and quality requirements.
- b. At a minimum the consultant shall provide with this proposal a preliminary inspection plan that includes (but is not limited to): demolition inspections, new duct work, rough framing, welding, elevation/surveys, electrical wiring inspections, HVAC balancing etc.
- c. The consultant shall have the responsibility to reject all work that does not conform to the contract documents and request special site visits when and as required.
- d. The consultant shall ensure that all defects, deficiencies and poor workmanship are addressed through the use of corrective type administrative actions to ensure the timely completion of any remedy work is completed when and as required.
- e. Consultant shall assist The City in determining work progress/percentage completed for determining the amount payable to the contractor. They will review contractor documentation of field revisions, perform site visits and audits to confirm progress and work performed/completed, before issuance of certificates of payment (less 10% holdback).
- f. They will review all change orders and work with The City to validate and verify as well as to negotiate with the contractor on cost and/or schedule implications.
- g. Upon completion of work, the consultant shall provide as-built drawings (as based on information provided by the contractor that may include marked-up prints, drawings or other information), capture and support warranties, material literature, operations and maintenance manuals, and other applicable documents and materials.
- h. The consultant shall be required to perform inspections to confirm substantial completion and final completion dates. They shall receive and review all warranty materials and documents to be provided by the contractor and shall issue the Final Certificate for Payment to The City.
- i. The consultant shall provide a letter upon completion of the construction works as part of the Final Certificate for Payment to The City and certify that all works completed were completed in accordance with the contract documents.



6. Contingencies

6.1 Additional contract administration, inspection services and/or site support may be required and will only proceed with the approval of the City’s Project Manager. An amount shall be indicated in the proposal for services and will be invoiced on a time and material basis or lump sum as directed by the City.

The fee schedule shall include a line item for a contingency in the amount of **\$7500 (over 3 years)**.

6.2 Additional technical support, architectural and engineering services may be required to support the improvements to the Transit Terminal and will only proceed with the approval of the City’s Project Manager. An amount shall be indicated in the proposal for services and will be invoiced on a time and material basis or lump sum as directed by the City.

The fee schedule shall include a line item for a contingency in the amount of **\$3,000 (over 3 years)**

7. Schedule

As part of the submission a schedule is to be included that identifies milestones for the various phases of the project. This schedule shall be inclusive of the Bid Support phase. Below are the tentative start and tentative completion dates for the various project works/deliverables (to align with ICIP funding):

Project Architecture and Engineering: Start Date: March 19, 2021

Project #1 – Interior of Facility

Architecture and Engineering: Completion Date: May 21, 2021
Construction-Renovation: Completion Date: December 17, 2021

Project #2 – Exterior of Facility/Bus Loading Area

Architecture and Engineering: Completion Date: July 30, 2021
Shelter/Canopy Build-Refurbishment: Start Date: May 1, 2022
Completion Date: December 15, 2022
Landscape of Bus Loading Area: Start Date: May 15, 2023
Completion Date: December 15, 2023

8. Risk Management

- 8.1 As the Transit Facility will be operating throughout the construction phase of this project, the consultant will be required to participate in planning sessions with regards to integrating the interior and exterior works construction works into the day-to-day operations of the facility. As applicable, these items will be identified and included in the Bid ready documents.
- 8.2 The objective of these meetings will be on mitigating risks with regards to project schedule, quality and costs while ensuring public and staff safety in using the facility over the life of the project.
- 8.3 The consultant will be required to identify initial project signage requirements including possible re-routing options through Transit Facility with The City that will be included in the Bid ready documents.
- 8.4 All works are to comply with the Occupational Health and Safety Act.
- 8.5 All engineering work shall be completed by engineers licensed to practice in the Province of Ontario.
- 8.6 All architecture work shall be completed by architects licensed to practice in the Province of Ontario.



B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFP, if any, are set out below

COVID-19

Ontario is currently in the midst of a global pandemic. During this time, all measures shall be taken to prevent the spread of COVID-19 and should be done in compliance with requirements under the *Occupational Health and Safety Act* and associated regulations and public health directives issued by the Chief Medical Officer of Health and local Medical Officer of Health.

In addition, for projects, services and other works undertaken during the COVID-19 Pandemic period, the City of North Bay and all its contractors, consultants, vendors and suppliers shall utilize the resources, on-site best practices and information as provided by the Province of Ontario as outlined at the following website.:

<https://www.ontario.ca/page/construction-site-health-and-safety-during-covid-19>

This provincial website outlines Onsite Best Practises and provides Construction Sector and Design Industry Resources and other Government Resources for operating during the COVID-19 pandemic.

Referenced Documents

The following is a list of document(s) that are required references and are to be read as part of this assignment. Refer to the following available attachments:

Attachment A New NB Transit Terminal Issued for Tender June 21 2006

C. MANDATORY SUBMISSION REQUIREMENTS

1. Online Submission Form (Appendix A)

By submitting an online response to this RFP, and to be eligible for consideration, each proponent acknowledges its acceptance of the RFP Terms and Conditions of this document.

2. Online Pricing (Appendix B)

Proponents must include online pricing information that complies with the instructions contained in Appendix B – Pricing.

3. Other Online Mandatory Submission Requirements

Please see all other required forms in the online bidding system. The bid submission will not be complete unless all required documents are completed and submitted.

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRECONDITIONS OF AWARD

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

Workplace Safety and Insurance Board Clearance

Upon selection and prior to the commencement of the contract, the successful proponent(s) must provide a valid, current Clearance Certificate declaring that they are registered with Workplace Safety and Insurance Board (WSIB) and has an account in good standing: or a Letter Of Good Standing issued by WSIB.



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

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

Insurance Certificate

Upon selection and prior to the commencement of the contract, the successful proponent(s) must provide a current Certificate of Insurance which complies with the insurance requirement outlined in the Form of Agreement (Appendix D). All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force shall be forwarded to the City within seven (7) days of their renewal date.

Form of Agreement

The successful proponent(s) will be required to complete and provide to the City an executed agreement, provided under separate attachment as APPENDIX D – Form of Agreement.

F. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
F.1 Experience and Qualifications		
a) Company Profile	10	N/A
b) Project Team Experience and CV's	10	N/A
c) Past Experience	5	N/A
F.2 Response to Scope of Work		
a) Statement of Understanding & Methodology	20	N/A
b) Project Schedule	20	N/A
c) Risk Management	5	N/A
Subtotal Technical Score	70	42
Pricing	30	
Total Points	100	

Each Proponent is to provide the following information in sufficient detail for the City to be able to fully evaluate the Proponent and its proposal. Proponents are strongly encouraged to review the evaluation criteria and ensure the minimum requested information is provided in their proposal. The City's evaluation of submissions is guided by the rated criteria listed above and their respective details requested articulated below

F.1 Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) Description of the proponent; including a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to its knowledge, skills and expertise in the following areas:
 - Architecture
 - Multi-discipline Engineering
 - Transit Facilities
 - Landscape Architecture design and installation



- (b) Roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- Please provide CVs for project team members including the project manager, architects and engineers (with discipline), sub-consultant(s) and contract administrator to be assigned to this project.
- (c) Previous Experience with Similar Projects - Proponents shall provide, in their submission, information on if they have previous Transit Facility design work experience of similar scope to this class of work that has been undertaken in the last 10 years.
- Please provide the number of years' experience and the Transit Facility locations where design and contract administration services were provided.
 - Please indicate if individuals on the proposed team have the previous Transit Facility design works experience, or
Indicate if this knowledge area will be provided as a "support" function to the project, on an as required basis.

F.2 Response to Scope of Work

- (a) Statement of Understanding and Methodology – Provide details with respect to the comprehension of the requirements and a brief summary of how the objectives – deliverables described will be achieved including a description of the research, approach and project delivery methodology proposed for the completion of this assignment.
- Outline activities with regards to quality decision making; communications; meetings with City and project team and stakeholders; and site visits and inspections.
 - Include time task breakdown for tasks and activities as part of the submitted proposal
 - Includes number of days per week with number hours per day for activities related to contract administration-site support
- (b) Project Schedule – Provide a brief outline of the proposed approach for schedule control to meet the project schedule and funding plan.
- (c) Risk Management – Provide a brief outline of the approach proposed for protecting and managing risk to ensure the best interests of the City and project are achieved.



G. TRANSIT FACILITY PHOTOS

Transit Shelter #1 (furthest from Transit Building) - Refurbishment







Transit Shelter #2 (next to Terminal Building) - Refurbishment





Transit Shelter (Centre of passenger loading area) – Replacement





Bus Passenger Loading Area (lockstone and sidewalk-pathways)

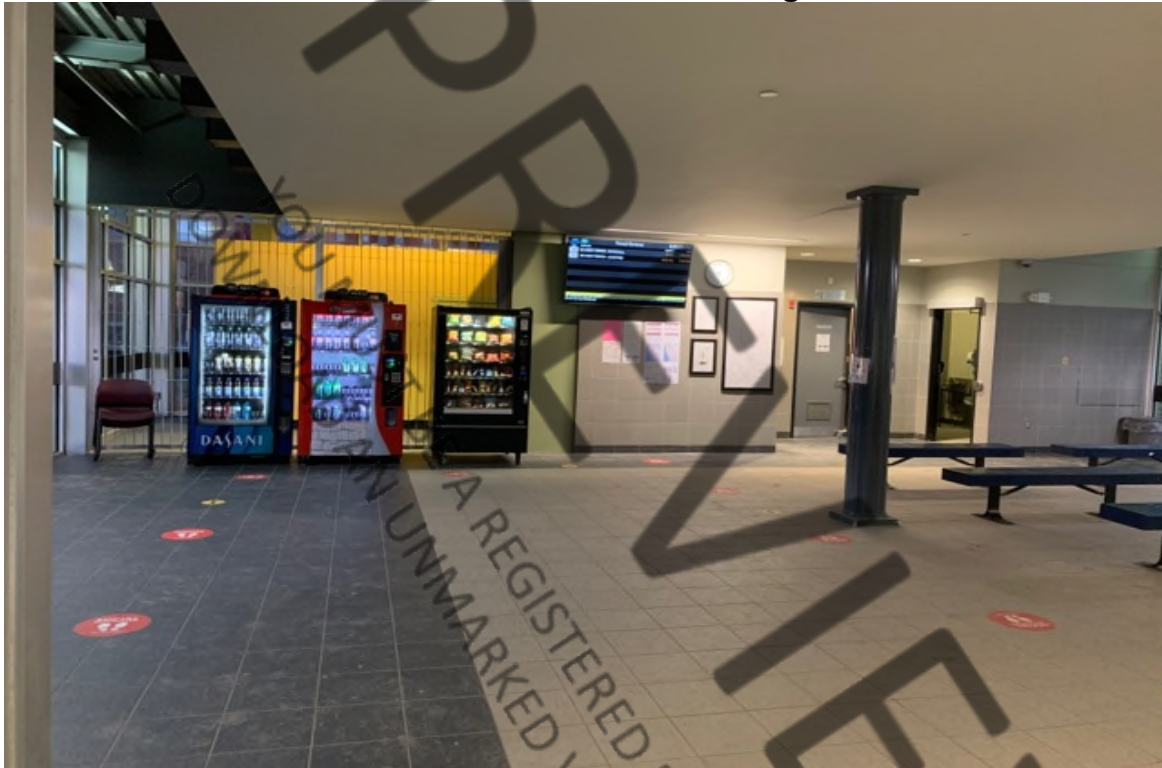








Transit Terminal Waiting Area







Transit Washroom #1







Transit Washroom #2







Custodian Room





RFP 2021-15 - Design Services for Transit Bus Station Upgrades

Opening Date: February 22, 2021 3:00 PM

Closing Date: March 15, 2021 1:00 PM

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Pricing

Proponents must include pricing information that complies with the instructions contained in Appendix B – Pricing. HST is additional.

Line Item	Description	Quantity	Unit of Measure	Unit Price *	Total
1	Architecture and Design Services	1	Lump Sum		
2	Provisional: 3. Bus Entry Circuit/Radius	1	Lump Sum		
Subtotal:					

Contingency Pricing

Proponents must include pricing information that complies with the instructions contained in Appendix B – Pricing. HST is additional.

Line Item	Description	Quantity	Unit of Measure	Unit Price	Total
1	Construction Administration Assistance Contingency	1	Allowance	\$7,500.0000	\$ 7,500.00
2	Architecture/Engineering/Technical Support Contingency	1	Allowance	\$3,000.0000	\$ 3,000.00
Subtotal:					\$ 10,500.00

Summary Table

Bid Form	Amount
Pricing	
Contingency Pricing	\$ 10,500.00
Subtotal Contract Amount:	

Specifications

Proponent Information

Line Item	Description	Response
1	Full Legal Name of Company:	
2	Street Address:	
3	City:	
4	Province:	
5	Postal Code:	
6	Company Name and Address for Issuing PO and Remittance of Payment: (if different from above)	
7	Company Phone Number:	
8	Bid Contact Name:	
9	Contact Title:	
10	Contact Telephone Extension or Cell Phone Number:	
11	Contact Email Address:	

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Each Proponent is to provide the information in sufficient detail for the City to be able to fully evaluate the Proponent and its proposal. Proponents are strongly encouraged to review the evaluation criteria in Section F. RATED CRITERIA and ensure the minimum requested information is provided in their proposal.

- Appendix B: Fee Schedule and Time Task Breakdown * (mandatory)
- F.1 (a) Description of proponent * (mandatory)
- F.1 (b) Key Staff Assigned to the project with roles and responsibilities plus C.V.'s * (mandatory)
- F.1 (c) Previous Experience with Similar Project * (mandatory)
- F.2 (a) Scope of Work Statement of Understanding and Methodology * (mandatory)
- F.2 (b) Scope of Work Project Schedule * (mandatory)
- F.2 (c) Scope of Work Risk Management * (mandatory)

Appendix A Submission Form

1. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

2. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

3. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix B) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

4. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus is on the proponent to make any necessary amendments to their proposals based on the addenda.

5. No Prohibited Conduct

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

6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including the evaluation of this proposal.

I have the authority to bind the organization.

You must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the solicitation document. This includes disclosing the names and all pertinent details of all individuals (employees, advisors, or individuals acting in any other capacity) who (a) participated in the preparation of the submission; AND (b) were employees of the Corporation of the City of North Bay within twelve (12) months prior to the Submission Deadline.

If the box below is checked "NO", you will be deemed to declare that (a) there was no Conflict of Interest in preparing your submission and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Otherwise, if the statement below applies, check the box "YES".

• You declare that there is an actual or potential Conflict of Interest relating to the preparation of your submission, and/or you foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Yes No

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		