

REQUEST FOR PROPOSAL (RFP)

For Consulting Services for Grey Sauble Conservation Administrative Centre Renovation

Issued March 21st, 2022



237897 INGLIS FALLS ROAD, RR4
OWEN SOUND, ON N4K 5N6



Issued by: Grey Sauble Conservation Authority

Contact: Rebecca Ferguson, Manager of Conservation Lands

Contact information: 519-376-3076, Ext. 223 or r.ferguson@greysauble.on.ca

Issue Date: March 21st, 2022

Proposal Closing

Closing Date: April 28th, 2022

Time: 4:00 pm (EST)

Location: 237897 INGLIS FALLS ROAD, RR4, OWEN SOUND, ON, N4K 5N6

Grey Sauble Conservation Authority (GSCA) reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept other than the lowest proposal and to cancel the Call for Proposals at any time.

TO OBTAIN DOCUMENTS

A full copy of the RFP may be downloaded from GSCA's website at:

www.greysauble.on.ca



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Chapter 1 : General Requirements

Introduction

Grey Sauble Conservation Authority (GSCA) was established by an Order-in-Council on January 1, 1985, following the amalgamation of the North Grey Region and the Sauble Valley Conservation Authorities. The North Grey Region and Sauble Valley Conservation Authorities were established under the Conservation Authorities Act in 1957 and 1958, respectively.

Conservation authorities are local public sector organizations similar to public health units, hospitals, libraries or schools. We are one of 36 conservation authorities in Ontario. We are governed by an 11-member board of directors, appointed by eight member municipalities.

GSCA is a local watershed management charitable organization dedicated to conserving, restoring and managing the natural ecosystems in the Grey Sauble watershed area.

Our mission is to promote and undertake sustainable management of renewable natural resources and to provide responsible leadership to enhance biodiversity and environmental awareness, in partnership with our watershed stakeholders.

For further information on the work of the GSCA please visit our website: www.greysauble.on.ca

Project Overview

The GSCA Administrative Centre consists of a single storey building with a raised basement originally constructed in 1975. The building Ground Floor Area is approximately 530 square metres (5,700 square feet) per floor.

With the change in staffing needs, aging infrastructure within the building, a desire to make the building more energy efficient, and the need to address current and potential future pandemic restrictions, GSCA contemplates the renovation of the building interior, repairs to the building exterior, and an addition to meet our community service needs.

As such, GSCA wishes to evaluate the feasibility of upgrading the facility's architectural, electrical, mechanical, and HVAC systems, as well as the insulation values, air tightness, etc. The completed works must adhere to accessibility and energy efficiency requirements. Through this RFP process, GSCA is interested in working with an architect to produce concept and schematic designs.

Two relatively recent consulting reports have been completed for the office. One, prepared in 2001 by Northwood Associates Landscape Architects Ltd, reviewed and provided input on upgrading and rejuvenating the accesses into the building, mostly from a functional and aesthetic perspective. An Accessibility Study was prepared in 2009 by G.M. Diemart Architect



Inc. which considered potential upgrades to the building to meet accessibility standards. The recommendations of these reports have not been acted upon.

Request for Proposal Schedule

Events	Date
Issue Request for Proposal	March 21 st , 2022
Final date for Proponents to submit questions	April 14 th , 2022 @ 12:00 pm EST
Response to Proponents questions	April 22 nd , 2022
Proposal Closing Date	April 28 th , 2022 @ 4:00 pm EST
Interviews, if requested	Week of May 9 th , 202
Anticipated Award	May 25 th , 2022
Anticipated Commencement of Contract	May 30 th , 2022

Note: Although every attempt will be made to meet all dates, GSCA reserves the right to modify any or all dates at its sole discretion.

GSCA reserves the right at any time prior to the close of this RFP:

- 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 or other notice, and GSCA shall not be liable for any expense, cost, loss or damage incurred or suffered by any Applicant (or any other person) as a result of its so doing.

Inquiries, Clarifications and Addenda

Inquiries regarding this Request for Proposal are to be directed to GSCA before the specified closing date (see cut off dates above) by contacting Rebecca Ferguson, Manager of Conservation Lands by email at r.ferguson@greysauble.on.ca.

Inquiries must not be directed to other GSCA employees or its Board of Directors. Directing inquiries to other than the Manager of Conservation Lands may result in your submission being rejected.

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to all clarification requests will be provided to all Proponents in writing.

Any and all changes to the RFP required before the Proposal closing will be issued by GSCA in the form of written Addenda and shall hereby form part and parcel of the project. Addenda shall be issued as per schedule above and no later than three (3) days prior to close as applicable. Addenda will be provided to all Proponents the same way that the original RFP was provided.



GSCA will assume no responsibility for oral instruction or suggestion. If Addenda are issued, Proponents must acknowledge receipt by indicating such receipt in the appropriate section of the Form of Proposal. Failure to acknowledge the addendum/addenda may result in your Proposal being rejected.

The onus is on the Proponent to ensure they have received and acknowledged all addenda prior to submission of proposals. Failure to acknowledge receipt of addenda will be cause for rejection of the Proponent's submission.

Limitation of Liability

GSCA and its agents and advisors shall not be liable for any information or advice or any errors or omissions that may be contained in the RFP or any data, materials, or documents disclosed or provided to the Proponent pursuant to this RFP or otherwise. GSCA and its agents and advisors make no representation or warranty, either express or implied, in fact or in law, with respect to the accuracy or completeness of this RFP or such data, materials, or documents, and shall not be responsible for any claim, action, cost, loss, damage, or liability whatsoever arising from the Proponent's reliance or use of this RFP or any data, materials, or documents provided. The Proponent should satisfy itself as to the accuracy of the information contained in the RFP through independent means. The only representations and warranties made by GSCA will be those that may be contained in any definitive agreement between GSCA and the Proponent.

Neither the transmission of this RFP to a Proponent nor the acceptance or receipt of a Proposal by GSCA shall be construed as or imply any obligation or commitment on the part of GSCA to enter into a contract or agreement of any kind in respect of any or all of the contents of this RFP.

Statement of Understanding

For the purpose of this RFP, whoever is named as the Proponent shall be the single point of contact. Each Proponent shall be deemed to have carefully examined the RFP prior to submitting its Proposal, and if any Proponent should discover any omissions, errors, discrepancies, ambiguities, or other anomalies or have any doubts or questions as to the meaning of any portion thereof, or if any Proponent has an issue with any term or condition or requirement of the RFP, it shall, before the close of questions, communicate the same to GSCA in writing. Without such notice, the Proponents are deemed to have accepted the terms and conditions which shall carry forward to form the contract for the awarded project. At GSCA's sole discretion, some or all of the corrections, questions, and answers may be incorporated into Addenda to the RFP for distribution to all Proponents.

By submittal of a proposal, the Proponent represents that they are fully experienced and properly qualified to undertake work of a nature and scope similar to that requested herein; that they possess the competence, skills, experience, and expertise required to successfully carry out the work; that they are properly licensed, equipped, organized, and financed to perform such



service; and that they have secured all the necessary information required by a competent, experienced Proponent to prepare a responsible and complete Proposal.

No Collusion

No Proponent shall discuss or communicate with any other person or entity (including, without limitation, any employee, representative, or agent of any other Proponent) about the preparation of its Proposal. Each Proponent's Proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any other person or entity responding to the RFP (or any employee, representative, or agent thereof) and each Proponent shall be responsible to ensure that its participation in this RFP is conducted fairly and without collusion or fraud.

No Publicity or Promotion

The Proponent shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP. In the event the Proponent is awarded a contract, the Proponent shall not identify GSCA as a customer of the Proponent and shall not otherwise use GSCA's name or any GSCA mark, without the written consent of GSCA.

Right to Audit

The Proponent is required to maintain complete books and records with respect to services, costs, expenses, receipts or other information necessary to verify the scope or charges for any services provided under this program. GSCA has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this agreement.

False or Misleading Statements

If in GSCA's opinion, a Proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the vendor the entire Proposal may be rejected.

Bribery/ Fraud

Should any Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee or official of GSCA, or to commit fraud, GSCA shall be at liberty to cancel the Proponent's submission.



No Local Preference

GSCA endeavors to achieve the best value for its members in its programs and transactions. As a result, GSCA will not be bound to purchase supplies or services based upon Canadian content.

All procurement processes are to be conducted so as not to unduly exclude local vendors while at the same time maintaining the duty to be fair, open and transparent.

Insurance

The successful Bidder shall at its own expense obtain and maintain until the termination of the contract, and provide GSCA with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000.) dollars with respect to the Bidder's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- b) Automobile liability insurance for an amount not less than Two Million (\$2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c) Professional Liability: If applicable and noted in this request, the successful Bidder shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than one million (\$1,000,000.) dollars with respect to all of the responsibilities relating to this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless GSCA is notified in writing at least thirty (30) days prior to the effective date of cancellation or expiry. GSCA reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as GSCA may reasonably require.

The successful Bidder shall indemnify and hold GSCA, its employees, servants, agents and directors, harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the bidder, its agents, officers, employees or other persons for whom the Bidder is legally responsible.

Laws of Ontario



The laws of the Province of Ontario govern the contract resulting from this RFP.

Form of Contract

Unless otherwise stated, the contract for this project is formed by this Request for Proposal document and the successful Proponent's submission

Any terms or conditions contained within the Proponent's submission that are contradictory to any terms or conditions within the proposal issued by GSCA, unless otherwise agreed to before the close of the bid and which agreement is confirmed by addenda, may result in rejection of the Proponent's submission. GSCA does not accept any contradiction to terms and condition of this RFP without written agreement to the contrary.

Indemnification

The Proponent shall protect, defend and save the GSCA, its agents and advisors harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts, errors or omissions of the Proponents', and/or its agents, employees, or successors.

The Proponent hereby agrees to defend, indemnify and hold harmless GSCA, and all GSCA elected or appointed officials, officers, employees, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

Non-Waiver

No act or omission by GSCA shall be construed by the successful Proponent as a renunciation or waiver of any rights or recourses for any breach by the successful Proponent of its obligations set out in this RFP and in the Contract, unless GSCA provided the successful Proponent with an express waiver in writing. Any work performed by GSCA, which is part of the Work, shall not relieve the successful Proponent of his/her obligations to do that Work.

Non-Assignment

During the performance of the contract, the successful Proponent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of GSCA.

Damage Claims

The successful Proponent shall be responsible for all damages caused by it, its employees, agents, sub-contractors or persons under its control, or arising from the performance of the work or arising from the successful Proponent's failure or the failure of its employees, agents, sub-



contractors, or persons under its control, to perform any or all of its obligations in accordance with the terms of the Contract.

Conflict of Interest

The Proponent is required to disclose in its Proposals and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP.

The Proponent shall provide a statement that clearly identifies if the Proponent has any conflict of interest with respect to other work and/or other clients. The Proponent shall ensure that all Sub-contractors also have no conflict with respect to other work and/or other clients. No officer or employee of GSCA is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived therefrom.

For the purpose of this Request for Proposal, “conflict of interest” includes but is not limited to any situation or circumstance where, in relation to the performance of its obligations under this Request for Proposal and any subsequent consulting agreement, the Proponent’s other commitments, relationships or financial interests could be, or could be seen, to exercise an improper influence over the objective, unbiased and impartial exercise of the Proponent’s independent judgment, or could be, or could be seen, to compromise, impair or be incompatible with the effective performance of the Proponent’s contractual obligations.

The Proponent is in agreement that the final contract with GSCA contains the following provisions.

1. The Proponent agrees to:

- a) avoid any conflict of interest in the performance of its contractual obligations,
- b) disclose to GSCA without delay any actual or potential conflict of interest that arises during the performance of its contractual obligations, and
- c) comply with the requirements imposed by GSCA to resolve the conflict of interest.

2. In addition to all other contractual rights or any other rights available at law or in equity, GSCA may immediately terminate the agreement upon giving written notice to the Proponent when:

- a) the Proponent fails to disclose any actual or potential conflict of interest
- b) the Proponent fails to comply with any requirements imposed by GSCA to resolve the conflict of interest, or
- c) in the reasonable opinion of GSCA it is not possible to resolve the Proponent’s conflict of interest.

3. By their signature on the Form of Proposal the Proponent thereby agrees:

- a) that it will enter into an agreement containing the clauses set out above
- b) all the measures, steps, policies and procedures that it currently takes to ensure that conflicts of interest are avoided or that it will take to ensure that there will be no conflicts of interest in regard to GSCA' program.

Inclusion of any statements contradicting these terms will be cause for rejection of the proposal.

GSCA Not Employer

The Proponent agrees that GSCA is not to be understood as the employer to the successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of the RFP process. It is understood that the successful Proponent will act as an independent supplier.

Termination

If the successful Proponent fails to comply with any provision of this Request for Proposal or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to GSCA, GSCA may give the successful Proponent notice in writing of such failure. In the event that the successful Proponent has not remedied its failure within ten (10) days of the said notice, GSCA shall be entitled to exercise any one or more of the following remedies:

- a) GSCA may terminate the contract without further notice;
- b) GSCA may withhold any payment due to the successful Proponent hereunder until the successful Proponent has remedied its failure;
- c) GSCA may engage the services of another Proponent or any other firm to remedy the successful Proponent's failure and obtain reimbursement therefore from the successful Proponent. The said reimbursement may be obtained either through deduction from any amounts owing to the successful Proponent hereunder, or through any other legal means available to GSCA; and/or;
- d) GSCA may assert any other remedy available to it in law or equity.

Unless GSCA expressly agrees to the contrary, any failure of GSCA to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of GSCA to subsequently obtain such remedies.

Rights Reserved by GSCA

GSCA reserves the right, in its sole discretion and without notice or reasons, and without liability to:

- a) accept/reject any or all Proposals and/or reissue the RFP in its original or revised form.
- b) reject any Proposal that includes any qualifications or modifications to this RFP or its addenda that were not submitted prior to close of questions and which were not accepted in writing by GSCA.
- c) add specific requirements not covered in the RFP or Proposal.
- d) modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- e) cancel this RFP at any time, without penalty or cost to GSCA. This RFP should not be considered a commitment by GSCA to enter into any contract.
- f) decline to permit any party to participate in this RFP.
- g) terminate discussions or negotiations with any or all of the Proponents.
- h) accept a Proposal that does not comply with the requirements of this RFP.
- i) request additional information from a Proponent to supplement or clarify a Proposal.
- j) in evaluating Proposals, consider any factor which GSCA considers to be relevant.
- k) negotiate with any Proponent.

In the event of any disagreement between GSCA and a Proponent regarding the interpretation of the provisions of the RFP, the GSCA Chair or an individual acting in that capacity, shall make the final determination as to interpretation.

Exclusion of Proponents in Litigation

GSCA may, in its absolute discretion, reject a Proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against GSCA or its elected or appointed officers and employees in relation to:

- a) Any other contract or services; or
- b) Any matter arising from GSCA's exercise of its powers, duties or functions.

In determining whether or not to reject a Proposal under this clause, GSCA will consider whether that litigation is likely to affect the Proponent's ability to work with GSCA, its agents and advisors, and whether GSCA's experience with the Proponent indicates that GSCA is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.



Exclusion of Proponents Due to Poor Performance

GSCA shall document evidence where the performance of the Proponent has been unsatisfactory in terms of failure to meet contract specification, terms and conditions or for Health and Safety violations.

The Chair (or designate) may, in consultation with the GSCA Board of Directors, prohibit an unsatisfactory Proponent from bidding on future RFPs or contracts for a period of up to three years.

Pricing

Unless otherwise stated in this document or the successful Proponent's submission, all pricing will be firm for the duration of the contract. Any pricing increases year over year will be limited to the annual change percentage in the CPI index at the time of renewal.

Accessibility

GSCA is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Regulations enacted under the Act apply to third parties providing goods and services to members of the public on behalf of GSCA. The Consultant/Contractor, its employees and all sub-contractors hired by the consultant/contractor in the completion of its work, must meet or exceed compliance with all applicable regulations under the Act.

Sustainability

One of the principles of GSCA's Purchasing Policy is to procure services with regard to the preservation of the natural environment, by encouraging suppliers to provide services that result in the least damage to the environment and incorporating recycled materials. Bidders are expected to carry out their work in an environmentally responsible manner.

Chapter 2 : The Opportunity

2.1 Project Overview and Scope of Work

In the first phase of the design/renovation, the successful architect will review the attached documentation, assess the existing use of the administrative centre space, assess alternatives for the space, analyze our needs and then provide schematics / concept designs for the building renovation.

2.2 Scope of Work and Key Deliverables

The deliverable for this project is to solely to provide schematics/concept designs for future renovation of the building. Moving into future phases, the “wish list” is as follows:

- An office space that affords new and existing staff with an attractive, inviting and functional work environment and one that also incorporates pandemic related safety protocols;
- A space that lends itself to hosting events, meetings, and educational sessions;
- Reconfiguring of available space to accommodate current and future staffing needs;
- Improving the public reception area such that it is welcoming, inviting, and contains space for informative displays that represent GSCA’s program areas and expertise, a comfortable waiting area, and a small informal meeting space,
- Provision of multiple dedicated meeting spaces that are technologically functional, presentable, and appropriately sound-proofed;
- The need to update the IT, electrical, and HVAC infrastructure and servicing;
- Renovation of the kitchen, washrooms, and interior and exterior entrance areas to renew these spaces and to accommodate accessible standards;
- Provision of a space efficient design for the physical storage of program related materials, supplies, and equipment;
- A new roof, including solutions to ensure that current leakage problems are not an issue in the future;
- Practical solutions to reduce staff discomfort from skylights while maintaining the natural light and ambience of the building;



- Assessment of the feasibility and functionality of switching from electricity to natural gas for all heating and hot water needs;
- An addition that provides a space for education, interpretation, and tourism.

A proposed timeline is as follows. This will be finalized once an agreement is signed between the Proponent and GSCA.

Date	Action/Deliverable
May 25 th , 2022	Award of Proposal
May 30 th , 2022	Meet with Project staff and confirm work plan and schedule
May 31 st , 2022	Background research, carry out assessment
July 11 th , 2022	Draft report due to Project Team
July 20 th , 2022	Draft report required for Board of Directors meeting agenda
July 27 th , 2022	Presentation of draft report for Board of Directors Meeting
August 31 st , 2022	Draft revisions complete
September 7 th , 2022	Presentation to Management Team
September 19 th , 2022	Final report required for Board of Directors meeting agenda
September 28 th , 2022	Presentation of final report for Board of Directors meeting

The draft and final reports must be provided in both hard copy and in electronic format and be acceptable to GSCA in form and content. All schedules must be presented in an Excel and PDF electronic format as well as in hard copy and be acceptable to GSCA in form and content.

Proponents will keep prices firm for the duration of the contract period. Failure to comply with this requirement will be cause for rejection of a Proposal.



Chapter 3 : Proposal Submission Requirements

3.1 *Delivery of Proposals*

Proponents are required to submit five (5) paper copies and one (1) electronic copy (on CD, DVD or USB Flash drive) in a sealed envelope with the envelope template provided in the RFP to:

Attn: Manager of Conservation Lands – Confidential
Grey Sauble Conservation Authority
237897 Inglis Falls Road
RR4, Owen Sound, ON N4K 5N6

Proposals must be received at the location noted, on or before, April 28th, 2022, at 4:00 pm EST.

No facsimile transmission or electronic delivery of Proposals will be accepted.

All Proposals must be signed by an authorized signing officer of the Proponent and contain a statement that the Proposal represents a binding offer which is irrevocable by the Proponent and remains in effect and open for acceptance by GSCA for ninety (90) days from date of submission, or as may be extended further as agreed by GSCA and the Proponent.

The Proposal will be submitted in a single envelope, containing all information and pricing requested.

3.2 *Late Submissions*

Proposals will not be accepted after the date and time stated above. Proposals received by GSCA later than the specified closing time will be returned unopened to the Proponent.

3.3 *Submission Requirements*

A Proponent's Proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. Incomplete proposals or proposals that do not conform to the requirements specified herein will not be considered.

The Proposal shall be clear, concise and shall include sufficient detail for effective evaluation for substantiating the validity of stated claims. The Proposal shall not simply rephrase or restate GSCA's requirements but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements. The Proponents are encouraged to provide details that may demonstrate the excellence of their Proposal. Proponents shall assume that



GSCA has no prior knowledge of their experience and will base its evaluation on the information presented in the Proponent's Proposal.

The act of submitting a Proposal is a declaration that the Proposer has read the RFP and understands all the requirements and conditions. The submitted Proposal should reflect that the Proponent understands the objectives, context, issues, deliverables and methodologies. Information that summarizes the Proponent's expertise, background and particular suitability for the project should be indicated and illustrated.

If there are questions or concerns regarding terms, conditions or requirements of this request, they must be clarified and resolved prior to submission. Any statements contrary to those contained within this request or any qualification of terms or conditions that have not been agreed to by GSCA before closing, may result in disqualification of the submission.

All information is to be submitted on corporate letterhead, duly signed by an authorized official, and enclosed as specified. Proponents must clearly mark the original submission.

3.4 *Costs and Expenses*

GSCA and its agents and advisors are not liable for any costs or expenses incurred by the Proponent in the preparation of their response to the RFP. Furthermore, GSCA shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by GSCA of any Proposal, or by reason of any delay in the award of the Proposal.

3.5 *Amendment of Submission*

Proponents may amend their Proposals only if the Proposal is resubmitted before the Submission Deadline in accordance with the following:

- a. The Proponent must withdraw its original Proposal on written notice to the Manager of Conservation Lands before the Submission Deadline; and
- b. The Proponent must submit a revised Proposal before the Submission Deadline in accordance with the requirements of the RFP.

Amendments by telephone, facsimile, email, or letter shall not be accepted or considered.

If more than one Proposal is received under the same name for the same project, the Proposal contained in the submission envelope bearing the latest date and time shall be deemed the intended Proposal. The first Proposal received shall be considered withdrawn and returned unopened to the Proponent.

3.6 *Withdrawal of Proposals*



A Proponent may withdraw its Proposal prior to the Submission Deadline by giving written notice before the Submission Deadline. Telephone notices shall not be considered. Proposals may not be withdrawn after the Submission Deadline.

3.7 RFP Opening

Submissions received by the Deadline, will be opened administratively by members of the GSCA Project Team and at a time subsequent to the closing.

3.8 Acceptance or Rejection of Offer

1. The submission of Proposals does not obligate GSCA to accept any Proposal or to proceed further with the Project. GSCA may, in its sole discretion, elect not to proceed with the Project in whole or in part and may elect not to accept any or all proposals for any reason or to cancel the Project without any obligation whatsoever to Proponents.
2. Should GSCA not receive any Proposals satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the Proposal Documents or negotiate a Contract for the whole or any part of the Project with any of the Proponents or the lowest compliant.
3. Proposals which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Proposal Documents or are otherwise irregular in anyway may, at the sole and absolute discretion of GSCA, be declared invalid and rejected.
4. GSCA retains the separate right to accept or waive irregularities if, in GSCA's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, GSCA may, as a condition of proposal acceptance, request a Proponent to correct a minor or technical irregularity with no change to the Proposal Price.
5. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Proposal, shall be at GSCA's sole and absolute discretion.
6. GSCA reserves the right to accept or reject any or all Proposals or to accept any Proposal should it be deemed to be in its best interest to do so in its sole and absolute discretion. GSCA will not necessarily accept the lowest price Proposal.
7. Proponents expressly waive any and all rights to make any claim against GSCA for any matter arising from GSCA exercising its rights as stated in these Instructions to Bidders.

Chapter 4 : Evaluation of Proposals

4.1 Proposal Evaluation Project Team

The Project Team, comprised of the CAO, the Board Chair, three additional Board Members and representatives from GSCA's Lands and Operations Departments will evaluate each proposal received in accordance with the evaluation criteria as set out in the Proposal Documents. The Team reserves the right but is not obliged to perform any of the following:

- a) Enter into further discussions with the Proponent to seek clarification or verify any or all information provided by the Proponent with respect to this RFP that will allow the Committee to reach a decision with a Proponent;
- b) Independently verify any information provided in a Proposal. The Proponent shall co-operate with such independent verification.
- c) Contact any or all of the references supplied and to interview, at the sole costs of the Proponent, the Proponent and/or any or all of the resources proposed by the Proponent to fulfill the requirement to verify and validate any information or data submitted by the Proponent. Any such interviews will be held via a virtual meeting platform such as Microsoft Teams or similar.
- d) Waive irregularities and omissions if, in doing so, the best interest of GSCA and its municipal members will be served.

In submitting a Proposal, the Proponent agrees that the decision of the Project Team is final and binding and will not be subject to review by any court and any Proponent breaching this provision will indemnify GSCA for all its costs as a result of the same, save and except where GSCA has acted in bad faith.

4.2 Interviews

A Proponent whose written Proposal has received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent. GSCA reserves the right to interview up to a maximum of three (3) top ranked Proponents.

The representative(s) of a Proponent at any scheduled interview is/are expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.



Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.

The Selection Committee may interview any Proponent(s) without interviewing others, and GSCA will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

4.3 Negotiations

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and GSCA may be settled, and the issues concerning implementation may be clarified.

4.4 Evaluation Criteria

It is understood by the parties submitting Proposals, that to qualify Proponents must meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The contract will be awarded to a single Proponent based on a determination of best value taking into account the technical merit of the Proposals including the financial evaluations.

GSCA reserves the right to change the structure and criteria set out in this RFP prior to the date and time of closing for the acceptance of Proposals.

Proposals will be evaluated as follows:

- a) Evaluation of the Mandatory Requirements as listed below. Only Proposals meeting all of the Mandatory Requirements will advance to Step b).
- b) Evaluation of the point-rated requirements as listed below in 4.6.

4.5 Mandatory Submission Requirements

Mandatory Requirements are evaluated on a pass or fail basis. Failure to adhere to the following mandatory requirements shall result in a Proposal being declared a Non-compliant Proposal and will be given no further consideration. GSCA may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

- a) Proposal must be received at the closing location prior to closing date and time.
- b) Proposal must be typewritten in English and will not be accepted by email.
- c) Any changes on the original Proposal should be made in ink and initialed by the person signing the Proposal.

- d) Five (5) hard copies of the Proposal and one (1) electronic copy (on CD, DVD or USB flash drive) must be submitted as indicated.
- e) Completed, signed and sealed the Form of Proposal (Chapter 5). The Form shall be an Original that is signed in the spaces provided by a duly authorized official of the Proponent;
- f) All Addenda must be acknowledged.
- g) Include Conflict of Interest Statement per Chapter 1.
- h) Proof of insurance per Chapter 1.

Inclusion of all point rated requirements outlined below.

4.6 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP that are not necessarily in order of importance.

Evaluation Criteria	Percentage
4.6.1 Understanding of the Scope of Work and Key Deliverables	20%
4.6.2 Qualifications, References and Experience	25%
4.6.3 Project Management, Proposed Methodologies and Detailed Work Plan	30%
4.6.4 Cost	25%
TOTAL	100%

Proposal Submission Contents

The Proposal Submission shall address all items identified in Chapter 2, Scope of Work and Key Deliverables and include the following:

4.6.1 Understanding of the Scope of Work and Key Deliverables

- a) Provide a Statement of Understanding of the Scope of Work and Key Deliverables including a demonstrated understanding of the nature of the various programs and services offered by GSCA.

- b) Confirmation of the services to be provided and a commitment that the services will be provided during the timeframes outlined in the RFP.

4.6.2 Qualifications, References and Experience

Each proponent should provide the following in its proposal:

- a) A brief description of the Proponent including, but not limited, to the following:
- Size of the firm;
 - Location of the office from which the work on the assignment will be performed
- b) The roles and responsibilities of the Proponent and any of its agents, employees and sub-contractors who will be involved in providing the Key Deliverables, together with the identity of those who will be performing those roles;
- c) The qualifications and experience of the team to be assigned to the assignment. Provide information on the conservation authority, municipal or public sector experience of each person, and details of skills that are directly relevant to the ability of the team to perform the assignment;
- d) A description of the services the Proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Scope of Work and Key Deliverables;
- e) An example of schematics/concept drawings from a previous project;
- f) For the firm's office that will be assigned responsibility for this assignment, list the most significant assignments performed in the past three years;
- g) Provide three references on the List of References form provided, including contact name and telephone number, for whom the Proponent has provided similar services to the current project in scope and value;

4.6.3 Project Management, Proposed Methodologies and Detailed Work Plan

The proposal must contain, as a minimum, the following:

- 1) Include:
- Title Page – showing the RFP subject; the firm's name, address and telephone number; contact person (name, title and telephone extension if applicable), and the date of the proposal
 - Table of Contents
 - Cover Letter – a signed letter, by an individual of the firm having authority to bind the organization submitting the proposal, briefly stating the proposer's understanding of the work within the time period, their commitment to perform the work within the time period, a statement of why the firm believes itself to be the best qualified to perform the tasks set out in the RFP, and a statement that the proposal is a firm and

irrevocable offer for a sixty (60) day period following the closing date.

2) Proposed Project Plan

- A project plan with timelines that indicate the steps to be taken from the start of the contract through to completion;
- A description of the approach and techniques to be used;
- Project resources – identify the lead person and the number of hours that will be required, broken down by level of staff assigned to each of the tasks;
 - i. An affirmative statement should be included indicating the firm and all assigned key professional staff are properly licensed to practice in the province of Ontario;
 - ii. The location of the office responsible for the services;
 - iii. Innovation – Include details of any possible innovative ideas, suggestions, improvements, recommendations, or opportunities for improvement that would enhance the project;
 - iv. Costs and charges – provide a complete project cost in Canadian funds broken down by:
 - Assessment and Schematic Design (firm costs);
 - Reimbursables.

3) Certification Statement: The fee quoted in Canadian dollars with taxes shown separately. The statement should include the name of the firm, certification that the person signing the proposal is an authorized signing authority of the firm empowered to submit the proposal. Include in the statement confirmation that the respondent acknowledges and agrees that the proposal fee shall be binding if the proposal is accepted within 90 days following the closing date.

4) Subcontracting is discouraged, but if it is part of the proposal all information required of the principal supplier should be provided for any subcontracts.

4.6.4 Cost

- a) Complete Chapter 5 Form of Proposal Section 4 – Pricing Summary. Proponents should be aware that any expenditures beyond the amount proposed requires prior written approval and will only be considered in cases where material changes have occurred to GSCA requirements from the time of this proposal.
- b) The respondent should clearly outline a payment schedule, which reflects both the detailed cost estimate, and the schedule of service. This payment schedule may be negotiated with the selected respondent.
- c) The fee estimate should show the estimate of hours broken down between the various responsibilities which are perceived to be required and showing the category of staff assigned to each of the responsibilities.



- d) Out of pocket expenses should be clearly stated to be either part of the fee or estimated separately;
- e) The Proponent shall keep account of actual time spent on each task which compares the actual time spent to the time budgeted. The cost of this accounting of time shall be considered to be included in their fees quoted under this proposal.
- f) An indication should be given in the Proposal as to how fees for special work would be costed. All fees quoted will be kept confidential until they are released for the purpose of approval of the Board of Directors.

4.7 Confidentiality of Evaluation

Evaluation scores and rankings are confidential and, apart from identifying the top-ranked Proponent, no details of the Proposal or score or ranking of any Proponent will be released to any other Proponent.

Notwithstanding the foregoing, the GSCA Project Team will bring a report forward to the Board of Directors' May 25th, 2022 Full Authority meeting identifying the three top Proposals and the associated costs and recommending the top-ranked Proponent. This meeting occurs in open, public session.



Chapter 5 : FORM OF PROPOSAL (BID FORM)

We offer to supply the services or goods asked for within this document at the fees prior to HST as stipulated below:

BID PRICE: \$ _____

HST at 13% of the total \$ _____

TOTAL COST: \$ _____

(Include price breakdown by staff/hours as noted in 4.6.4 (b))

ADDENDA:

I/We have carefully examined all documents contained in the Request for Proposal, including Addenda No. _____ through No. _____.

**The Bidder will insert here the number(s) of the Addendum/Addenda received during the bidding period and taken into account in preparing their Proposal(s) – for example 1 through 4.*

By signing the document below;

I/We agree that we have reviewed and understand the Proposal documents and I/we are capable and willing to perform the requirements of the Proposal and if a corporation submits the Proposal, a duly authorized officer of the company must sign it.

I/We the undersigned authorized signing officer(s) of the Bidder; hereby declare that no person, firm or corporation other than the one represented by the signature(s) of proper officers as provided below, has any interest in this proposal.

I/We declare that all statements, schedules and other information provided in this Proposal are true, complete and accurate in all respects to the best knowledge and belief of the Bidder.

I/We further declare that this Proposal is made without connection, knowledge, and comparison of figures or arrangement with any other company, firm or person making a proposal and is in all respects fair and without collusion for fraud.

I/We agree to comply with the terms and conditions herein and to commence the work immediately when authorized to proceed and to carry it forward in such a manner as to ensure proper completion at the earliest possible date.

By signing this document, you are agreeing that you have read and agreed to all requirements set out in this Document Package (unless otherwise noted). When the contract is awarded, GSCA will issue a purchase order and the Bidder acknowledges that upon such issuance the Bidder shall be bound by the terms and the conditions set out herein.



Proposal submitted by:
(Please type/print)

Business Name

Signature of Signing Officer

Name & Title (Please print)

Address

City/Town and Postal Code

Name and title of main Contact Person

Email and phone # for main Contact Person

Date of Submission

HST Registration #



Chapter 6 : ORIGINAL BUILDING DRAWINGS - ELECTRONIC ACCESS

FOR GREY SAUBLE CONSERVATION AUTHORITY ADMINISTRATIVE CENTRE
June 1975
Erdmann W. Knaak Architect

Please access electronic files here: [Building Blueprints](#)

Structural

- S-1 Site Plan, Roof Plan, Details
- S-2 Basement Floor Plan, Fireplace and Chimney Details
- S-3 First Floor Plan and Details
- S-4 Reflected Ceiling Plan Details
- S-5 Elevations
- S-6 Building Sections
- S-7 Room Finish Schedule, Door Schedule, Stair Details
- S-8 Interior Elevation Details
- S-9 Details
- S-10 Foundation Plan
- S-11 Foundation Sections & Details
- S-12 First Floor Framing Plan
- S-13 Roof Framing Plan
- S-14 Standard Details
- S-15 Fireplace Structural

Mechanical

- M-1 Mechanical Site Plan & Details
- M-2 Mechanical First Floor
- M-3 Mechanical Basement Floorplan & Details

Electrical

- E-1 Electrical Site Plan
- E-2 Electrical First Floor Lighting
- E-3 Electrical First Floor Power
- E-4 Electrical Basement Floor Plans & Power

Chapter 7 : ARBORETUM PLAN (2001) - ELECTRONIC ACCESS

FOR GREY SAUBLE CONSERVATION AUTHORITY ARBORETUM
October 2001
Northwood Associates Landscape Architects Ltd.

Please access electronic file here: [Arboretum Plan \(2001\)](#)

Map 10.2 Design Plan (not implemented)
Map 10.3 Administrative Building Entrance Design (not implemented)



Chapter 8 : ACCESSIBILITY REPORT – ELECTRONIC ACCESS

GSCA Administrative Centre Accessibility Study (not implemented)
G. M. Diemert Architect Inc.
January 2010

Please access electronic file here: [Administrative Centre Accessibility Study \(2010\)](#)

Chapter 9 : BUILDING PHOTOS AND VIDEO TOUR – ELECTRONIC ACCESS

Please access photo album and video here: [Building Photos and Video](#)



LIST OF REFERENCES

Please provide the information requested below. Reference checks will be completed and the decision to award the proposal will be based on the GSCA's assessment of overall qualified bidder.

Experience listed below must be relevant to the current project in scope and value. If there is additional information you wish to provide with regard to references, please do so on the reverse of this sheet.

Project Name		
Company for whom the work was complete.		
On the project did your firm act as	General Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
What was the value of the project or your portion of the project?	\$	
Contact Name at the owner's facility		
Email and Telephone with area code	Phone:	Email:
Date of Completion of this project		

Project Name		
Company for whom the work was complete.		
On the project did your firm act as	General Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
What was the value of the project or your portion of the project?	\$	
Contact Name at the owner's facility		
Email and Telephone with area code	Phone:	Fax::
Date of Completion of this project		

Project Name		
Company for whom the work was complete.		
On the project did your firm act as	General Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
What was the value of the project or your portion of the project?	\$	
Contact Name at the owner's facility		
Email and Telephone with area code	Phone:	Fax::
Date of Completion of this project		

SUBMITTED BY:

NAME: _

ADDRESS: _

RFP Submission Envelope Template

GSCA ATTN: Manager of Conservation Lands – Confidential
237897 INGLIS FALLS ROAD, RR4
OWEN SOUND, ONTARIO
N4K 5N6

CONTRACT NAME: **REQUEST FOR PROPOSAL – GREY SAUBLE CONSERVATION ADMINISTRATIVE CENTRE RENOVATION**

CLOSING DATE: **April 28th , 2022**

CLOSING TIME: **4:00 pm EST**

IMPORTANT:

Proposals are to be dropped off in the Drop Box or Couriered to, 237897 Inglis Falls Road, Owen Sound, ON. Submissions received after the closing time will NOT be accepted. The onus is on the proponent to ensure that the bid is received in the proper location and before the closing time.