



**CITY OF KENORA**  
**REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO  
CONSULTING SERVICES FOR A COMPREHENSIVE  
OFFICIAL PLAN, ZONING BYLAW, AND COMMUNITY  
IMPROVEMENT PLAN REVIEW**

# REQUEST FOR PROPOSALS (“RFP”) WITH RESPECT TO CONSULTING SERVICES FOR A COMPREHENSIVE OFFICIAL PLAN, ZONING BYLAW, AND COMMUNITY IMPROVEMENT PLAN REVIEW

## 1.0 INTRODUCTION

### 1.1 Purpose of RFP

- 1.1.1 The City of Kenora (the “City”) seeks innovative proposals from interested parties for the following:

The provision of consulting services to complete a comprehensive review and update to the City’s Official Plan (2015), Zoning Bylaw 101-2015, and the subsequent, or concurrent, review of its Community Improvement Plans (CIPs).

The overall intent and purpose of this review is to update the Official Plan and Zoning Bylaw to reflect legislative changes, to introduce the latest best practices in the evolving land use planning arena in Ontario, to align with Council’s strategic vision for growth and development in the community, to cultivate an environment with clear expectations for developers and residents, and to reflect community planning initiatives and studies undertaken since the adoption of the current Official Plan and Zoning Bylaw.

The City of Kenora has adopted Community Improvement By-laws for the Harbourtown Centre, the former Abitibi Mill site and Keewatin. The Proponent will update the City of Kenora CIPs with the objective to make recommendation on developing an expanded CIP under Section 28 of the Planning Act, replacing and/or expanding the existing CIPs. The Proponent shall complete the preparation and adoption of plans for designated CIP Area(s); and establish programs to implement the CIPs in effect within a designated CIP project area(s).

The City of Kenora acknowledges the proposed changes to the Provincial Policy Statement/Provincial Planning Statement, which have not yet received Royal Assent. As these changes are anticipated later in 2024, the proposed Official Plan will need to be in compliance with these changes prior to approval. The City acknowledges this may result in delays in the review process and final adoption and approval of the Official Plan by the City of Kenora. (“**the Work**”).

- 1.1.2 If the City receives a proposal acceptable to it, the City will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the City, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

## 1.2 Background

The City of Kenora is a single-tier municipality situated on Lake of the Woods within the Kenora District in Northwestern Ontario. It is located approximately 40 km east of the Manitoba border.

Kenora is located on Treaty 3 Territory, the ancestral homeland of the Anishinaabe and Metis people including three neighbouring communities: Wauzhushk Onigum Nation, Niisaachewan Anishinaabe Nation, and Washagamis Bay First Nation. Kenora is also surrounded by a significant unorganized area.

The City of Kenora was created in 2000 through the amalgamation of the Towns of Kenora, Keewatin, and Jaffray Melick. The total population is approximately 15,000, which is bolstered by a seasonal resident population estimated to be two to three times larger than the permanent resident population.

Kenora has evolved from a traditional resource-based economy into a modern and thriving service-based economy driven by strong tourism, health care, retail, hospitality, education, and government service sectors.

The City Official Plan and Zoning Bylaw are the principal policy documents that express the City's goals and objectives for growth and development. They provide the land use planning framework for the physical, social, economic, and environmental management and growth of the City.

In alignment with the City's Strategic Plan, Kenora is looking to create a new Official Plan and Zoning Bylaw that sets out a vision for the City's growth and development over the next twenty-five (25) years.

A new Official Plan and Zoning Bylaw must meet the requirements under the *Planning Act* and other relevant legislation. The City also desires that this plan support growth while maintaining the integrity of our natural environment.

The City views this project as a catalyst to create additional growth and vibrancy in our community.

## 1.3 Submission of RFP

1.3.1 Proponents shall submit their Proposal in an envelope marked "City of Kenora Request for Proposal for Consulting Services for a Comprehensive Official Plan, Zoning Bylaw, and Community Improvement Plan Review (the "Proposals") **on or before 11:00:00 a.m. CDT on August 8, 2024** (the "RFP Closing Time") to:

**City of Kenora  
1 Main Street South  
Kenora, ON P9N 3X2  
Attention: Heather Pihulak, Director of Corporate Services  
hpihulak@kenora.ca**

**RE: Request for Proposal for Consulting Services for a Comprehensive Official Plan, Zoning Bylaw, and Community Improvement Plan Review**

Electronically submitted proposals will be accepted by the City sent to the attention of Heather Pihulak, Director of Corporate Services, at [hpihulak@kenora.ca](mailto:hpihulak@kenora.ca)

- 1.3.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.3.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the City without further consideration.
- 1.3.4 Any inquiries respecting this RFP should be directed, in writing, to:

**Janis Pochailo, Director of Planning and Building Services**  
[jpochailo@kenora.ca](mailto:jpochailo@kenora.ca)

**Stace Gander, Director of Economic Development and Tourism**  
[sgander@kenora.ca](mailto:sgander@kenora.ca)

- 1.3.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the City, may be communicated. The name and contact information is to be emailed to the City's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.3.6 The City is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.3.7 If the City, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP and will be deemed to be part of this RFP.
- 1.3.8 No inquiry submitted to the City will be responded to after Friday, August 2, 2024 at 4:30pm CDT.

**1.4 General Conditions Applicable to this RFP**

**1.4.1 Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the City.

#### 1.4.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

- 1.4.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.4.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 1.4.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.4.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.4.2.5 to hold harmless the City, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.4.2.6 that it shall not be entitled to claim against the City, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the City or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.4.2.7 that the City will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the City's acceptance or non-acceptance of a Proposal; and
- 1.4.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the City to negotiate with any Proponent for the Contract whom the City deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the City and acknowledges that the City may negotiate and contract with any Proponent it desires.

#### 1.4.3 **No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the City to identify a potential successful Proponent. The submission of a Proposal does not

constitute a legally binding agreement between the City and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the City and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

## 1.5 **Discretion of City**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The City is not bound to accept any Proposal. At any time prior to execution of the Contract, the City may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The City reserves the right, in its sole and unfettered discretion, to:

- 1.5.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.5.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.5.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.5.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.5.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.5.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.5.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

## 1.6 Selection

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the City.

## 1.7 Disqualification

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by City, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

## 1.8 Representations and Warranties

1.8.1 The City makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.

1.8.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

1.8.3 No implied obligation of any kind by, or on behalf of, the City shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the City, are and shall be the only representations and warranties that apply.

1.8.4 Information referenced in this RFP, or otherwise made available by the City or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the City, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the City any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

## 2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Proponents must demonstrate an understanding, in their own words, of what the work involves and what is required to complete the review of the City's Official Plan, Zoning By-law and CIPs. The successful Proponent will meet with the City of Kenora to determine the finalized work plan, which should include a detailed review of responsibilities, expectations, and timelines for the various phases of the project.

It is anticipated that proposals will include the following broad elements in the work program:

1. Project start up meeting with Staff and briefing to Council;
2. Pre-consultation with the Province of Ontario;
3. Research to support recommended policy;
4. Development and implementation of a community engagement plan;

5. Review of the existing CIP programs identifying best practices and gaps in the existing plans to include recommendations to enhance and improve existing programs in alignment with strategic priorities and the need to stimulate housing;
6. Policy development and review;
7. Presentation to City Council for adoption; and
8. Submission of final draft bylaws for publication.

Issues or omissions identified in current policies include, but are not limited to:

Parking provisions	Vacation/short-term rentals
Tiny homes	Shipping containers
Glamping	Parkland dedication
Planned Use Development	Home-based occupation
Cannabis micro-cultivation	Shoreline policies
Secondary dwellings	One lot for zoning purposes
Accessory structures	Building height
Community Planning Permit System	Climate Change
Technical/Housekeeping Amendments	
Crime prevention through environmental design (CPTED)	

Additional important areas of analysis and improvement include:

- Hazard Lands and the role of the Lake of the Woods Control Board and the Ministry of the Environment, Conservation and Parks;
- Reviewing new Ministry mapping and the identification of the Ontario Power Generation's tributary rights and impacts to development;
- Reviewing the zoning inconsistencies in the Zoning Bylaw north of Highway 17A (bypass);
- Enhancing details and policy regarding Black Sturgeon Lake (Restricted Development Area;)
- Environmental scan of other Ontario municipalities that have received Housing Accelerator Funding and developed CIPs to deliver this funding with summary recommendations for consideration.

Effective consultation will be important to the success of this initiative, and embracing the community's rich heritage, diversity, and natural environment . Therefore, in the Proposal, the Proponent will recommend a plan for a consultation process that will identify the critical stakeholders and recommend an engagement process.

Please note that the CIP component of the project must be completed by December 31, 2025. The cost related to the CIP portion of the project must be listed separately in the proposal.

A strong community engagement plan is important to the success of this project.

## **Deliverables**

The following is an overview of the minimum scope of work that should be the focus of submitted proposals. Proponents may offer a work program that goes beyond these minimum elements



- Project initiation meeting with Staff - Official Plan, Zoning Bylaw and CIPs;
- Council Briefing - Official Plan, Zoning Bylaw and CIPs;
- Pre-Consultation with the Province of Ontario;
- Official Plan and Zoning Bylaw background review;
  - Assessment of the existing Official Plan and Zoning Bylaw, strengths and weaknesses, opportunities and constraints, and a written evaluation of the issues identified;
  - Research of best/wise planning practices in other municipalities that the City of Kenora could include in its updated Official Plan and Zoning Bylaw;
  - consolidate the Official Plan and Zoning Bylaw Amendments which have been adopted and are in force and effect into the respective OP and ZBL documents in advance of project initiation;
- CIP background review
  - Assessment of the existing three CIPs, strengths and weaknesses, opportunities and constraints, and a written evaluation of the issues identified;.
  - Research of best/wise planning practices in other municipalities that the City of Kenora could include within the updated CIP;
- Review and refine the population projections;
- Review and refine the housing and employment forecasts;
- Examination of residential growth opportunities in the Settlement Area;
- Examine the opportunities for extension of the sewer and water, natural gas, and other utilities;
- Background Report - Official Plan, Zoning Bylaw and CIPs;
- Draft Policy and Recommendations report- Official Plan, Zoning Bylaw and CIPs
- Draft Official Plan that adheres to the requirements of *the Planning Act*, the PPS, and meets the visions, goals and principles understood from community input and public consultation.
- Draft Zoning Bylaw- Official Plan conformity and consistency with relevant legislation;
- Update definitions within the Zoning By-law including a graphic definition of planning terms that will help the people to easily understand planning and zoning concepts;
- Updated land use and zoning maps that are user friendly, easy to read format; GIS mapping with adjustments to the current documents for conversion by the City into final plans/ mapping;
- Review the Official Plan and Zoning ByLaw Schedules to ensure the Zones are in conformity with the Official Plan land use designations;
- All required meeting materials for workshops, public open houses, public meetings, etc. (digital and print);
- Consultation Plan/ Public Engagement Plan;
- Communication Plan;
- Final Official Plan and Zoning By-law that adhere to the Planning Act;
- Final CIP(s) and programs to implement the CIP(s).

All deliverables shall be in an electronic readable format such as PDF or MS Word in an accessible format under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) Web Content Accessibility Guidelines (WCAG, 2.0 Level AA format).

The consultant is responsible for providing at minimum the City with the following items:

- Assessment of the existing Official Plan and Zoning Bylaw, strengths and weaknesses , opportunities and constraints, and a written evaluation of the issues identified;
- Research of best/wise planning practices in other municipalities that the City of Kenora could include in its updated Official Plan and Zoning Bylaw;
- Summary Recommendation Report;
- Draft Official Plan and Zoning By-law that adhere to the requirements of *the Planning Act*, the PPS, and meets the vision, goals and principles understood from community input and public consultation;
- Update definitions within the Zoning Bylaw including a graphic definition of planning terms that will help the people to easily understand planning and zoning concepts;
- Interact with City GIS staff to support the updating of land use and zoning maps; GIS mapping with adjustments to the current documents for conversion by the City into final plans/ mapping;
- All required meeting materials for workshops, public open houses, public meetings, etc. (digital and print);
- Final versions of the Official Plan and Zoning Bylaw (digital and print format) plus ten additional; (Note: versions must be in Microsoft Word format);
- Refined and refreshed CIP(s) and related bylaw drafts in support of the new zones and incentives -this will include working with the City's solicitor to create alignment with the Municipal Act and the creation of CIP contribution agreements to support successful delivery of the incentives, and
- Any supporting items as mutually agreed by the City and Proponent.

### Municipal Resources

Proponents are expected to carry out this project with minimal impact on Municipal staff. The municipality will provide all required documents such as past Official Plan, Zoning Bylaw, Amendments, and other relevant documents. Staff will be available for consultant-led interviews on a pre-agreed schedule. Municipal staff will be responsible for booking meeting space and will coordinate the publishing of notices as required. Project progress and events will also be posted on the Municipal website as required.

### Accessible and Age Friendly

All deliverables shall be in an electronic readable format such as PDF or MS Word in an accessible format under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) Web Content Accessibility Guidelines (WCAG, 2.0 Level AA format).

### Study Area

The study area includes all the lands within the jurisdiction of the City of Kenora.

### Available Data and Information

The Planning Department will provide:

- Official Plan (2015), including amendments since last consolidation;

- Zoning Bylaw No. 101-2015, including amendments since last consolidation;
- Former Mill Site Community Improvement Plan;
- Harbourtown Centre Community Improvement Plan;
- Keewatin Community Improvement Plan;
- Kenora Waterfront Development Guidelines;
- Kenora Downtown Revitalization Plan;
- Kenora Harbourfront Business Development Plan;
- Five Year Tourism and Economic Development Strategy;
- City of Kenora Strategic Plan;
- Kenora Growth Management and Vacant Land Supply Analysis);
- Parks and Recreation Master Plan;
- Kenora Beaches, Parks & Trails Plan;
- Enabling Affordable Housing Action Plan;
- GIS data as required; and other reports as necessary. In addition to a review of provincial policy statements and legislation, proponents are encouraged to develop and conduct a robust community engagement plan that goes beyond the minimum requirements of the *Planning Act*. Creativity and alternatives in the overall work plan that are cost effective and efficient is encouraged.

### **3.0 PROPOSAL REQUIREMENTS**

The City reserves the right, but is not required, to reject any Proposal that does not include the requirements.

#### **3.1 Description of the Proposal**

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. The City reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the City as set out in this RFP.

- 3.1.5 Prices for the Work shall be inserted by the Proponent in the form attached hereto as Schedule "B" and the form shall be submitted by the Proponent at the time of the submission of its Proposal.

### **3.2 Execution of the Proposal**

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as Schedule "B", must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

## **4.0 MANDATORY SUBMISSION REQUIREMENTS**

### **4.1 Documents to be Submitted with the Proposal**

At the time of the submission of its Proposal, the Proponent shall provide the following:

- 4.1.1 Proof of Workers' Compensation account in good standing at the time of Proposal submission;
- 4.1.2 A copy of a valid and subsisting Certificate of Recognition ("COR") issued by the Infrastructure Health & Safety Association;
- 4.1.3 A copy of all licenses, certifications, qualification issued by the relevant authorities, which the Proponent requires in order to perform the Work contemplated by the RFP; and
- 4.1.4 A Consent of Surety for a Performance Bond and a Labour and Material Payment Bond each in the amount of 50% of the Proposal price.

### **4.2 Insurance to be carried by Successful Proponent**

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least **FIVE MILLION (\$5,000,00.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 4.2.2 a comprehensive general liability insurance policy providing coverage of at least **FIVE MILLION (\$5,000,00.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
  - 4.2.2.1 non-owned automobiles;
  - 4.2.2.2 independent subcontractors;
  - 4.2.2.3 contractual liability including this Agreement;
  - 4.2.2.4 broad form property damage endorsement;
  - 4.2.2.5 environmental liability; and
  - 4.2.2.6 products and completed operations coverage.
- 4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than \$2,000,000.00 any one occurrence;
- 4.2.4 Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.
- 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Ontario;
- 4.2.6 employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than **FIVE MILLION (\$5,000,00.00) DOLLARS** per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
- 4.2.7 such other insurance as the City may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the City and any other party designated by the City as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no

such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the City. The Proponent shall, upon the request of the City, furnish written documentation, satisfactory to the City, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

#### 4.3 Evaluation

4.3.1 After the RFP Closing Time, the City will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.

4.3.2 In evaluating the Proposals received, the City will consider all of the criteria listed below in Section 4.3.3, and the City will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the City has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

4.3.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the City to award points in respect of the criteria noted below (the "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

<b>Evaluation Criteria</b>	<b>Points available</b>
Firm Expertise and Qualifications	10
Project Team Expertise and Qualifications	20
Consultation, Community Engagement Plan, and Innovation	10
Demonstrated Understanding of the Project	15
Project Organization, Work Plan, and Schedule	15
Price	20
General Readability and Presentation	10
<b>Total Points Available</b>	<b>100</b>

The City may select a Proponent with the lowest, or not necessarily the lowest, Price Per Point with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the Proponent's submission. Scoring will be

consistently applied by the City's evaluation team through the use of the specified scoring system noted below. Points will be awarded on a scale of 0 to 10 as noted below:

<b>Score</b>	<b>Description</b>
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

4.3.4 The City also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.3.5 At all times, the City reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

#### **4.4 Period Open for Consideration**

The Proposals received shall remain open for the City's consideration for a period of ninety (90) days following the RFP Closing Date in order to allow for the City to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the City and the selected Proponent(s). The draft contract is available on request.

#### **4.5 Information Disclosure and Confidentiality**

All documents submitted to City will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP").

FOIP allows persons a right of access to records in City's custody or control. It also prohibits City from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 17 and 21 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the City cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

#### **4.6 Independent Determination**

A Proposal will not be considered by the City if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

#### **4.7 Documents**

All documents submitted by a Proponent shall become the property of City upon being presented, submitted, or forwarded to City. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of City upon their being presented, submitted or forwarded to City.

#### **4.8 Use of Documents, Drawings and Ideas**

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the City may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other City works. For clarity, the confidentiality obligations set out herein applicable to the City's use of information shall not interfere with the City's right to use concepts, ideas, suggestions and directions as herein described.

#### **4.9 Canadian Free Trade Agreement**

The provisions of the Canadian Free Trade Agreement ("CFTA") apply to this Proposal.

#### **4.10 Project Conditions**

If necessary, the Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work.



4.11 Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

4.11.1 the nature of the Work;

4.11.2 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;

4.11.3 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The City is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. City and City's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the City, the City's consultants or any of their respective representatives.

#### 4.12 **Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Province of Ontario and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Ontario. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Ontario.