



REQUEST FOR PROPOSAL

For

Consulting Services for

Heritage Conservation District Study &

District Plan Preparation

Review and Expansion of the Queen Picton HCD

Request for Proposal No. **#2024-CDS-01**

Issued: **Monday, March 25th, 2024**

Submission Deadline: **Friday, April 19th, 2024 at 4:00 PM Local Time**

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Part 1 – Invitation and Submission Instructions

1.1 Invitation to Proponents

This Request for Proposal (the “RFP”) is an invitation by the Town of Niagara-on-the-Lake (the “Town”) to prospective proponents to submit proposals for consultancy services for the Heritage Conservation District Study & District Plan Preparation, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Town requires that successful Proponents be responsible, at Proponent’s expense, for the health and safety of its employees and sub-contractors and to the extent retained for a construction project where the Proponent is retained to be a constructor pursuant to the *Occupational Health and Safety Act* (“OSHA”) to carry out all responsibilities attributed to a constructor pursuant to OSHA. The Town considers COVID-19 a known risk that must be accounted for by Proponents when determining their bid price. Additional monies will not be paid by the Town with respect to health and safety measures imposed upon the Proponent during the term of their engagement by the Town.

The Town of Niagara-on-the-Lake and Proponent, through Proponent’s submission, acknowledge and agree that each Proponent must determine whether the Proponent is able to bid on a particular project and further that because provincial and/or other binding governmental rules may change over time, whether the Proponent, if successful, is able to continue to work on the project.

It is the Proponent’s responsibility to obtain all the information necessary to prepare a bid in response to this procurement and to determine Proponent’s ability to comply with the Town of Niagara-on-the-Lake’s requirements while also complying with all current applicable laws. By submitting a bid, the Proponent agrees that it is relying on its own investigations and evaluation and that of its own legal advisors and not upon statements or information provided by the Town of Niagara-on-the-Lake.

The Proponent, if chosen to enter a contract with the Town of Niagara-on-the-Lake, will have an ongoing obligation to ensure its compliance with all applicable laws and requirements.

1.2 RFP Contact

To contact the Town of Niagara-on-the-Lake or ask questions in relation to this RFP, proponents must initiate the communication electronically through [bids and tenders](#). The Town of Niagara-on-the-Lake will not accept any proponent’s communications by any other means, except as specifically stated in the RFP.

For the purposes of this procurement process, the “RFP Contact” will be:

Kirsten McCauley, Director of Community and Development Services
905-468-6436 / kirsten.mccauley@notl.com

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

1.3 Accommodations for Proponents with Disabilities

In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Town of Niagara-on-the-Lake will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the Town of Niagara-on-the-Lake RFP Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting proponent and all addenda will be issued in such different format only to the requesting proponent.

1.4 Type of Contract for Deliverables

The selected proponent will be required to enter into a contract with the Town of Niagara-on-the-Lake for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFP (the “Contract”). It is the Town of Niagara-on-the-Lake’s intention to enter into the Agreement with only one (1) legal entity. The term of the Contract is to be more particularly described in the Agreement.

1.5 RFP Timetable

Issue Date of RFP	Monday, March 25 th , 2024
Deadline for Questions	Thursday, April 4 th , 2024
Deadline for Issuing Addenda	Tuesday, April 9 th , 2024
Submission Deadline	Friday, April 19 th , 2024 at 4:00 PM (local time)
Anticipated Execution Date for Contract	Friday, May 3 rd , 2024
Irrevocability Period	90 days
Completion of RFP	Estimated end of Q2 2025

The RFP timetable is tentative only and may be changed by the Town of Niagara-on-the-Lake at any time.

1.6 Submission of Proposals

1.6.1 Electronic Submission Only

All proposals must be submitted electronically through the Bidding System at: <https://notl.bidsandtenders.ca>

Proposals submitted by other methods will not be accepted.

In order to submit a proposal, the proponent must have a Bidding System account and be registered as a plan taker for this RFP.

The Technical Proposal shall be uploaded to the Bidding System, **including** all Price Schedule(s) and any attachments to such schedules, in PDF format, and not have a security password. It is the Proponent's sole responsibility to ensure all uploaded documents are not defective, corrupted, or blank and can be opened by the Town. If the Technical Proposal cannot be downloaded by the Town, the Proposal shall be rejected.

Please note there is a 500MB file size limit per upload area and that if your submissions are greater than 500MB Proponents do have the ability to upload zipped folder in an upload area folder. Please make sure any items added to this overflow folder references the folder and category it is applicable for.

1.6.2 Proposals must be Received on Time

Proposals must be uploaded and submitted by the Submission Deadline. The time of receipt will be determined by the Bidding System. Late responses will not be accepted.

Proponents are cautioned that the timing of their submission is based on when the proposal is received, not when a proposal is submitted by a proponent. Transmission can be delayed due to file transfer size, transmission speed or other technical factors. It is strongly recommended that proponents allow sufficient time before the Submission Deadline to upload documents and to resolve any issues that may arise.

The Town will send a confirmation email to the proponent advising when the proposal was submitted successfully. If proponents do not receive a confirmation email, they should contact the RFP Contact immediately.

1.6.3 Proposals to be Submitted in Prescribed Format

The Proponent shall provide a brief Proposal, either in text or tabular format. Supplemental information regarding your company is not required. Section title sheets and appendices are not to be included in the proposal submission, unless otherwise specified.

Proposals should also include the suggested proposal content for evaluation described in Section D of Appendix D – RFP Particulars. Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

The proposal should be limited to the maximum of **total 10 Pages** (8.5 x 11, unless otherwise specified, single sided) **minimum 11-point Arial font**. An additional **two pages** will be allowed for the Title Page and Table of Contents page that will not be included in the evaluation.

Any proposal which exceeds the maximum page limit will be evaluated on the first 10 pages, in the order they were submitted. No cover letter is requested in the proposal submission content. If a cover letter is submitted, it will be counted as part of the 10-page limit.

The proposal to undertake this assignment shall include a clear outline, including the following general items, in a brief proposal to undertake this assignment. The proposal should include items listed hereunder, but also include other considerations based on the Proponent’s understanding of the project.

Technical Proposal

TECHNICAL PROPOSAL REQUIREMENTS	
The preparation of the technical requirements of this proposal shall consider the following details: Fees are <u>not</u> to be provided in technical submission.	
ITEM	DESCRIPTION
1	Title Page
2	Table of Contents
3	Project Team
	<ul style="list-style-type: none"> i. A brief description of the firm’s background and organization highlighting the services related to the scope outlined in this proposal. Detail any relevant awards or accomplishments that are unique to the office making the submission. Include the name, address and telephone number of the firm as well as all team members (including sub-consultants), their roles and responsibilities assigned to this project. ii. Provide a minimum of three (3) similar projects completed by members of the project team. Proposals must also include the name of the project leader responsible for the total project; their position within the company and whether they will personally coordinate the project and attend all meetings as the primary representative for all phases of the project. The proposed project leader must be totally conversant with all aspects of the project and shall only be substituted with the prior written consent of the Town. All members of the consultant’s in-house and external project team are to be identified complete with qualification details, references, past project history and direct relevant experience. The Town retains the right to request the replacement of one or more of the sub-consultants to be used on the project for any reason whatsoever and such reason may not be disclosed. Any adjustments due to changes in work assignment must be fully substantiated in writing and approved by the Town’s Project Manager prior to undertaking such changes. iii. A description of the consultants understanding of the project and general approach. Include a detailed methodology and work plan that contains the tasks/activities to be undertaken in order to meet the project requirements iv. Provide a detailed estimated schedule for the completion of the project, including public engagement. The schedule is to include a time-task breakdown chart showing anticipated involvement and commitment for project team in sufficient detail to allow a complete understanding as to how and by whom the work is to be carried out and approximate timing of key meetings. An estimate of hours per position for each task including a summary of the number of hours for each individual position must be prepared and be provided to the Town.

	Senior Staff category includes:	
		i.
		ii.
		iii.
	Technical Support category includes:	
		i.
		ii.
	Sub-Consultants	i. Demonstrate relevant experience, knowledge, and successful completion on similar projects as per roles above.
4	Understanding of Project	

Detailed Work Plan

Schedule

i.

Failure to provide the requested information will negatively affect the scoring of the proposal in the evaluation process.

1.6.4 Amendment or Withdrawal of Proposals

Proponents may edit or withdraw a submitted proposal prior to the Submission. The proponent is responsible for ensuring that any amended proposal is received by the Submission Deadline.

1.6.5 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 90 days.

[End of Part 1]

Part 2 – Evaluation and Award

1.7 Stages of Evaluation

The Town of Niagara-on-the-Lake will conduct the evaluation of proposals in the following stages:

1.8 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Town, be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

1.8.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

1.9 Stage II – Evaluation

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

1.9.1 Mandatory Technical Requirements

The Town will review the proposals to determine whether any mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the Town, be disqualified and not evaluated further.

1.9.2 Rated Criteria

The Town of Niagara-on-the-Lake 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 D).

1.10 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 Appendix D Section G Evaluation and Ranking Method. The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

1.11 Selection of Top-Ranked Proponent

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 reserved rights of the Town of Niagara-on-the-Lake, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria.

1.12 Notice to Proponent and Execution of Agreement

Notice of selection by the Town of Niagara-on-the-Lake to the selected proponent shall be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fourteen (14) days of notice of selection. This provision is solely for the benefit of the Town of Niagara-on-the-Lake and may be waived by the Town of Niagara-on-the-Lake.

1.13 Failure to Enter into Agreement

If a selected proponent fails to execute the Agreement or satisfy any pre-conditions of award within fourteen (14) days of notice of selection, the Town of Niagara-on-the-Lake may, without incurring any liability, proceed with the selection of another proponent and pursue all other remedies available to the Town of Niagara-on-the-Lake.

[End of Part 2]

Part 3 – Terms and Conditions of the RFP Process

1.14 General Information and Instructions

1.14.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements to the terms as set out in this RFP, including the terms of the Contract in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the Contract set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

1.14.2 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.

1.14.3 Proposals in English

All bids are to be in English only.

1.14.4 No Incorporation by Reference

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

1.14.5 Past Performance

In the evaluation process, the Town of Niagara-on-the-Lake may consider the proponent's past performance or conduct on previous contracts with other institutions.

1.14.6 Information in RFP Only an Estimate

The Town of Niagara-on-the-Lake 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 bid in response to this RFP.

1.14.7 Proponents to Bear Their Own Costs

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

1.14.8 Bid to be Retained by The Town of Niagara-on-the-Lake

The Town of Niagara-on-the-Lake will not return the bid or any accompanying documentation submitted by a proponent.

1.14.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Town of Niagara-on-the-Lake makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Contract will not be an exclusive contract for the provision of the described Deliverables. The Town of Niagara-on-the-Lake may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

1.15 Communication after Issuance of RFP

1.15.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and shall report any errors, omissions, or ambiguities. Proponents may direct questions or seek additional information on or before the Deadline to the RFP contact. No such communications are to be sent or initiated through any other means. The Town of Niagara-on-the-Lake is under no obligation to provide additional information, and the Town of Niagara-on-the-Lake shall not be responsible for any information provided by any other source or obtained through any other means. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Town of Niagara-on-the-Lake shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

1.15.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If The Town of Niagara-on-the-Lake, 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 addenda via email. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Town of Niagara-on-the-Lake.

1.15.3 Post-Deadline Addenda and Extension of Submission Deadline

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

1.15.4 Verify, Clarify and Supplement

When evaluating bids, the Town of Niagara-on-the-Lake may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's bid. The response received by the Town of Niagara-on-the-Lake shall, if accepted by the Town of Niagara-on-the-Lake, form an integral part of the proponent's bid.

1.16 Notification and Debriefing

1.16.1 Notification to Other Proponents

Once the Contract is executed by the Town of Niagara-on-the-Lake and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

1.16.2 Debriefing

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.

1.16.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should submit a written objection.

1.17 Conflict of Interest and Prohibited Conduct

1.17.1 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 Town of Niagara-on-the-Lake in the preparation of its bid that is not available to other proponents, (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 contemplated 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.

For the purposes of section (a) (i) above and without limiting the Proponent's obligation to ensure the absence of a Conflict of Interest, Proponents should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of the Town of Niagara-on-the-Lake within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a bid if the supplier participated in the preparation of the RFP, and any such bid submitted may be disqualified.

1.17.2 Disqualification for Conflict of Interest

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

1.17.3 Disqualification for Prohibited Conduct

The Town of Niagara-on-the-Lake may disqualify a proponent, rescind a notification of selection or terminate a contract subsequently entered into if the Town of Niagara-on-the-Lake determines that the proponent has engaged in any conduct prohibited by this RFP.

1.17.4 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 Form of Proposal (Appendix B).

1.17.5 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.

1.17.6 No Lobbying

A proponent, including any agent or representative of a proponent, may 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 advocate for any interest that may be affected by the RFP process or to influence the outcome of the RFP process.

For the purposes of this contract the following applies;

- a) "Lobbying" means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.

- b) Proponents, their staff members, or anyone involved in preparing a bid, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of the Town of Niagara-on-the-Lake's staff and anyone involved in preparing the RFP or participating in the bid evaluation process.
- c) The Town of Niagara-on-the-Lake may reject any bid by a proponent that engages in lobbying, without further consideration, and may terminate that proponent's right to continue in the procurement process.
- d) During a procurement process, all communications shall be made through the Town of Niagara-on-the-Lake Contact. No proponent or person acting on behalf of a proponent or group of proponents, shall contact any elected official, consultant, or any employee of the Town of Niagara-on-the-Lake to attempt to seek information or to influence the outcome of the procurement process.

1.17.7 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 Town of Niagara-on-the-Lake; 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.

1.17.8 Past Performance or Past Conduct

The Town of Niagara-on-the-Lake may prohibit a supplier from participating in a procurement process based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Town of Niagara-on-the-Lake, in its sole and absolute discretion, to have constituted a Conflict of Interest.

1.18 Confidential Information

1.18.1 Confidential Information of The Town of Niagara-on-the-Lake

All information provided by or obtained from the Town of Niagara-on-the-Lake in any form in connection with this RFP either before or after the issuance of this RFP.

- (a) is the sole property of the Town of Niagara-on-the-Lake 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 the Contract;
- (c) must not be disclosed without prior written authorization from the Town of Niagara-on-the-Lake; and
- (d) must be returned by the proponent to the Town of Niagara-on-the-Lake immediately upon the request of the Town of Niagara-on-the-Lake.

1.18.2 Confidential Information of Proponent

Proponents are advised that the disclosure of information received in proposals or otherwise relevant to the RFP process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“*MFIPPA*”). Proponents should identify any confidential information in their proposals. The Town of Niagara-on-the-Lake will make reasonable efforts to maintain the confidentiality of such 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 proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Town of Niagara-on-the-Lake to advise or assist with the RFP process. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the the Town of Niagara-on-the-Lake Contact.

1.19 Reserved Rights and Limitation of Liability

1.19.1 Reserved Rights of The Town of Niagara-on-the-Lake

The Town of Niagara-on-the-Lake reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent’s response to that request for clarification into the proponent’s proposal;
- (d) assess a proponent’s proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation

criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;

- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Town of Niagara-on-the-Lake.
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

1.19.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

- (a) neither the Town of Niagara-on-the-Lake nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Town of Niagara-on-the-Lake decision not to accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this bidding process, and the proponent shall be deemed to have agreed to waive such right or claim.

1.20 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 shall not be construed as intending to limit the pre-existing rights of the Town of Niagara-on-the-Lake; 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]

Appendix A – Contract Terms and Conditions

The Contract for Deliverables will be the Town of Niagara-on-the-Lake Form of Agreement as follows:

THIS AGREEMENT effective the _____ day of _____, 20

AGREEMENT BETWEEN:

Town of Niagara-on-the-Lake

AND:

[*INSERT FULL LEGAL NAME OF SUPPLIER*]

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

Consulting Services for Heritage Conservation District Study & District Plan Preparation **(PROPOSAL NUMBER)** is comprised of the following documents, which are collectively referred to as the “Contract” and attached hereto:

- a) this Agreement;
- b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as **Schedule 1**;
- c) Indemnity and Insurance, Commercial General Liability Insurance and Automobile Insurance requirements,
- d) The Consulting Services for Heritage Conservation District Study & District Plan Preparation **(PROPOSAL NUMBER)**, including any addenda, (the “Solicitation Document”); and
- e) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

The Town of Niagara-on-the-Lake

Per: _____

Name:

Title:

Date of Signature:

Per: _____

Name:

Title:

Date of Signature:

I/We have authority to bind the corporation

[Insert Full Legal Name of Supplier**]**

Per: _____

Name:

Title:

Date of Signature:

Per: _____

Name:

Title:

Date of Signature:

I/We have authority to bind the corporation

Schedule 1 to the Town of Niagara-on-the-Lake Form of Agreement – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

Refer to section D

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Town of Niagara-on-the-Lake to the Supplier under the Contract shall not exceed [*insert maximum contract amount*] (\$).

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[*insert personnel and rate information or replace this section with other applicable form of rate breakdown*]

C. Payment Terms

The payment terms for the Contract are as follows:

The Town of Niagara-on-the-Lake shall, subject to and in accordance with (where applicable) legislative requirements respecting holdback percentages, pay the Supplier monthly for the Deliverables in accordance with the Rates upon receipt of a Proper Invoice (defined below) from the Supplier requesting payment for Deliverables that have been received and accepted by the Town of Niagara-on-the-Lake. Proper Invoices shall be submitted in accordance with the following requirements:

Invoices shall be given to the Town of Niagara-on-the-Lake through the project manager, unless the Town of Niagara-on-the-Lake advises otherwise in writing.

- a. Invoices shall be given during the hours of 8:00 a.m. to 4:00 p.m. (EST)
- b. Proper Invoices shall, to the extent applicable, include the following information:
 - i. be in the form of a written bill, invoice, application for payment, or request for payment;
 - ii. be in writing;

- iii. contain the Supplier's name, telephone number and mailing address and contact information of the contractor project manager;
 - iv. contain the title of the Project and the Town of Niagara-on-the-Lake's contract number or purchase order number under which the work was performed and the related request for qualification, tender, or request for proposal number, as applicable;
 - v. contain the Supplier's unique invoice number (in the case of a revised invoice also include the original invoice # and date);
 - vi. contain the date the written bill, invoice, application for payment, or request for payment is being issued by the Supplier;
 - vii. identify the period of time in which the labour and/or materials were supplied to the Town of Niagara-on-the-Lake;
 - viii. a description, including quantities where appropriate, of the labour and/or materials, or a portion thereof, that were supplied and form the basis of the Supplier's request for payment;
 - ix. the amount the Suppliers is requesting to be paid by the Town of Niagara-on-the-Lake set out in a statement identifying the price for the labour and/or materials in accordance with Rates set out in the Supplier's pricing form, separating out any statutory or other holdbacks, set offs and HST;
 - x. attach a current Workplace Safety and Insurance Board clearance certificate;
 - xi. attach the project status report satisfying the requirements set out in any Solicitation Document;
 - xii. the value of work and approved changes in the work performed to date itemized by change orders and change directives;
 - xiii. the name, title, telephone number and mailing address of the person at the place of business of the Supplier to whom payment is to be directed; and
 - xiv. any other reports, documents or information expressly required by the Solicitation Documents to be submitted with invoices.
2. Upon receiving the Supplier's invoice, the Town of Niagara-on-the-Lake shall confirm whether the invoice satisfies all of the criteria for a Proper Invoice. If not, the invoice will be returned to the Supplier with reasons from the Town of Niagara-on-the-Lake setting out which criteria for a Proper Invoice have not been satisfied.
 3. the Town of Niagara-on-the-Lake shall, where applicable, pay all invoices in accordance with the timelines set out in the *Construction Act* (Ontario) and, accordingly, will:
 - a. make payment of the amount submitted within 28 days following receipt of the Supplier's Proper Invoice, or

- b. If the Town of Niagara-on-the-Lake finds that such other amount is properly due under the Proper Invoice or otherwise finds that the Proper Invoice must be amended, it shall prepare an applicable Notice of Non-Payment (Form 1.1) with reasons for the amendments, as required by, and in accordance with, the timelines set out in the *Construction Act* (Ontario).
4. Where the Town of Niagara-on-the-Lake has delivered a Notice of Non-Payment, the parties shall first engage in good faith negotiations to resolve the dispute. If within 10 calendar days following the issuance of a Notice of Non-Payment, the parties cannot resolve the dispute, either party may issue a notice of Adjudication in the applicable form prescribed under the *Construction Act* (Ontario).
5. The amounts disputed and described under the Notice of Non-Payment shall be held by the Town of Niagara-on-the-Lake until all disputed amounts of the Proper Invoice have been resolved. Any portion of the Proper Invoice which is not the subject of the Notice of Non-Payment shall be payable within the time period set out the *Construction Act* (Ontario), provided no claims for lien and no written notices of lien have been delivered to the Owner.
6. The Town of Niagara-on-the-Lake reserves the right to retain amounts to ensure correction or replacement of deficient work done or unacceptable product provided. The Town of Niagara-on-the-Lake's obligation to pay hereunder is subject to any rights conferred on the Town of Niagara-on-the-Lake at law or under this Contract to withhold payment, back charge or set-off against payment.

Subject to the *Construction Act* (Ontario), any amounts payable to the Town of Niagara-on-the-Lake by the Supplier pursuant to the Contract may be retained out of any monies due, or which may become due, from the Town of Niagara-on-the-Lake to the Supplier under the Contract or, if the Supplier becomes insolvent, under any other contract between the Supplier and the Town of Niagara-on-the-Lake, and may be recovered from the Supplier or its sureties, or any or either of them, as a debt due to the Town of Niagara-on-the-Lake. In addition, the Town of Niagara-on-the-Lake shall have full authority to retain monies if circumstances arise which may indicate the advisability of so doing, though the sum to be retained may be unascertained. For greater clarity any amounts payable to the Town of Niagara-on-the-Lake by the Supplier pursuant to the Contract documents, or any deductions, retainage or withholdings the Town of Niagara-on-the-Lake is entitled to make pursuant to the Contract documents, shall entitle the Town of Niagara-on-the-Lake to refuse to pay all or any portion of the amounts payable under Proper Invoices on account of such amounts payable, deductions, retainage, or withholdings.

D. Client and Supplier Representatives

The Town of Niagara-on-the-Lake **Representative** and contact information for the Contract is:

Kirsten McCauley, Director of Community and Development Services

PO Box 100, 1593 Four Mile Creek Road

Virgil, Ontario

905-468-6436

kirsten.mccauley@notl.com

E. Term of Contract

The Contract shall take effect on the date upon which it has been signed by all parties as set out on the first page above (the **“Effective Date”**) and shall be in effect until (the **“Expiry Date”**), unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

Should the Parties agree that the Deliverables are unable to be completed by the Expiry Date, the Town of Niagara-on-the-Lake may extend the term of the Contract by way of Notice in writing from the Town of Niagara-on-the-Lake Representative and consented to by the Supplier Representative, on the same terms and conditions, except for the Expiry Date. Without restricting the preceding, no extension shall be interpreted as permitting increase in the Maximum Fee.

F. Specific Provisions

F.1 Professional/Errors and Omissions Liability

Professional/Errors and Omissions Liability insuring the Proponent in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Contract.

- a. The policy shall be maintained continuously during the term of this Contract/Agreement and for two (2) years after the termination or expiration of this Contract/Agreement and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services;
- b. If coverage under the policy is cancelled within the two (2) year period after the termination or expiration of this Contract/Agreement, the Proponent shall provide the Town of Niagara-on-the-Lake with notice within thirty (30) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained; and

- c. The Proponent must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the General Liability Policy or the Professional Liability Policy.

F.2 Contractor Safety Program

The Supplier must provide a copy of their Safety Program.

Failure to comply will result in termination of the Supplier.

F.3 Construction Liens

1. Notwithstanding any other provision in the Contract, the Town of Niagara-on-the-Lake shall not be obligated to make payment to the Supplier, if at the time such payment was otherwise due:
 - a. a claim for lien has been registered against title to the working area, or delivered to the Clerk of the Town of Niagara-on-the-Lake, by a subcontractor or a supplier of any tier that has not been vacated or discharged by the Supplier in accordance with the requirements of this Contract;
 - b. if the Owner has received a written notice of a lien that has not been resolved by the Supplier through the posting of security or otherwise; or
 - c. a claim for lien has been registered against title to the working area by the Supplier that has not been vacated or discharged by the Supplier.
2. In the event a construction lien arising from the performance of the work under the Contract is preserved by a subcontractor or a supplier of any tier, or a written notice of a lien is given to the Town of Niagara-on-the-Lake by a subcontractor or supplier, or a construction lien action is commenced against the Town of Niagara-on-the-Lake by a subcontractor or a supplier of any tier, or the Supplier has registered a claim for lien against title to the working area, then the Supplier shall, at its own expense:
 - a. within 10 calendar days of registration of a claim for lien, or delivery of a claim for lien by a subcontractor or supplier to the Clerk of the Town of Niagara-on-the-Lake, vacate the lien by posting security with the Ontario Superior Court in accordance with s. 44 of the *Construction Act* (Ontario) or procure a discharge of the lien. If the lien is merely vacated, the Supplier shall, if requested, undertake the Owner's defense of any subsequent action commenced by a subcontractor or supplier in respect of the lien being claimed, at the Supplier's sole expense;
 - b. within 10 calendar days of receiving notice from the Town of Niagara-on-the-Lake of a written notice of a lien being given to the Town of Niagara-on-the-Lake by a subcontractor or supplier, post security with the Ontario Superior Court of Justice so

that the written notice of a lien no longer binds the parties upon whom it was served;
and

- c. satisfy all judgments and pay all costs arising from such subcontractor or supplier construction lien(s) and actions and fully indemnify the Owner against all costs and expenses arising from same, including legal costs on a full indemnity basis.

3. In the event that the Supplier fails or refuses to comply with its obligations pursuant to this Section F.3, the Town of Niagara-on-the-Lake shall, at its option, be entitled to take all steps necessary to address any such construction liens including, without limitation and in addition to the Town of Niagara-on-the-Lake rights under Section 4 immediately below, the posting of security with the Ontario Superior Court of Justice to vacate the claim for lien or written notice of lien, and in so doing will be entitled to a full indemnity from the Supplier for all legal fees, security, disbursements and other costs incurred and will be entitled to deduct same from amounts otherwise owing to the Supplier.
4. Nothing in this Section F.3 serves to preclude the Supplier from preserving and perfecting its lien, in accordance with the *Construction Act* (Ontario), in the event of non-payment by the Town of Niagara-on-the-Lake.

Appendix B – Form of Proposal

Proponents should refer to the instructions in the Bidding System for the Appendix B – Form of Proposal requirements and provide the required information in accordance with those instructions.

Appendix C – Pricing

1. Instructions on How to Provide Pricing

- (a) Proponents shall provide the information requested by completing the Schedule of Prices within the Bidding System.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Town, 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.
- (d) Proponents shall complete the Table of Hourly Rates for all team members in the Bidding System. These hourly rates will remain valid for the course of the project.

Appendix D, A. The Deliverables, Project Management and Meetings (Phases 1 & 2), proposal shall include a reasonable amount to cover the general costs for required meetings, correspondence and documentation associated with this project.

Appendix D – RFP Particulars

The Deliverables

BACKGROUND

The Town of Niagara-on-the-Lake is a vibrant, growing community defined by its cultural heritage, agricultural setting and location at the mouth of the Niagara River. Niagara-on-the-Lake contains five urban areas, each with their own unique heritage character. The “Old Town” urban area contains the Town’s only Heritage Conservation District, the “Queen-Picton Heritage Conservation District” (the “Queen-Picton HCD” or “HCD”), designated under Part V of the Ontario Heritage Act.

Heritage Conservation Districts recognize the collective heritage value of an area or neighbourhood that has common elements or themes. Through designation under Part V of the Ontario Heritage Act, municipalities can identify and preserve these areas with unique heritage character through guidelines for managing future development and alteration of existing heritage structures.

The Queen-Picton HCD is recognised for its collection of residential and commercial buildings that date to as early as 1815, the rebuilding period after the former Town of “Niagara” was burned in 1813.

The early ‘Town of Niagara’ came into existence as a result of the location of Fort Niagara on the Niagara River. In 1791, Assistant Surveyor D.W. Smith laid out a town plan consisting of a military grid system of four (4) acre blocks subdivided into one (1) acre lots. In 1792, Governor Simcoe renamed the Town Newark and made it the capital of Upper Canada. The Town grew in population with the arrival of government officials and military personnel. By 1797 the capital was moved to York, and residents applied to have their former name of Niagara back. The War of 1812 devastated the buildings located in the Town, as American forces burned the Town in 1813 before withdrawing across the river. The built form of Old Town as it is today is largely the result of the reorganization that took place in the reconstruction period after the burning. Most businesses were located on Queen Street and many fine residences were constructed between Queen Street and the waterfront, and up toward King Street.

Council endorsed the Queen-Picton HCD plan in 1986, and adopted the plan through by-law the Queen-Picton HCD Plan in 2010. The HCD Plan policies and guidelines have not been updated since its creation.

In 2004, a portion of the Old Town urban area was recognized as the Niagara-on-the-Lake National Historic Site of Canada (the “National Historic District”). The National Historic District

contains similar heritage value and character defining elements to those identified within the Queen-Picton HCD.

In 2019, Council adopted a new Niagara-on-the-Lake Official Plan (the “2019 adopted OP,” not yet in force and effect), which identified the “Downtown Heritage Character Area” in the Old Town urban area. The heritage value of the Downtown Heritage Character Area was evaluated through a study undertaken by Bray Heritage in 2018, and incorporates heritage attributes and character defining elements from the Queen-Picton HCD and the National Historic District.

The National Historic District and Downtown Heritage Character Area, which were evaluated after the adoption of the Queen-Picton HCD, provide the basis for further review of the boundaries of an expanded or new HCD.

In 2021, Town Council approved a number of planning initiatives through its ‘Planning for Progress’ direction. The review and expansion of the Queen-Picton HCD was ranked as a priority action item.

PROJECT PURPOSE

This project has two phases. The first phase includes commencing a Heritage Conservation District study to determine the extent that existing boundaries of the Queen-Picton HCD boundaries should be expanded, or whether a new HCD should be established in the Old Town urban area. Following Council confirmation of the expanded Heritage Conservation District, the second phase of the project will proceed with the development of a Heritage Conservation District Plan with policies and guidelines.

The following steps will be undertaken by the successful proponent:

- a) Consult with Town Staff and advise on the timing and potential use of an interim control by-law for the study area.
- b) Undertake detailed historical and documentary research, conduct field studies, analyze current conditions and contributing properties
- c) Evaluate the heritage value of the study area and outline a proposed study area boundary.
- d) Evaluate the heritage value of individual properties within the study area and identify heritage attributes and character defining elements.
- e) Prepare a detailed public engagement strategy and lead in-person and virtual engagement sessions.

The expectation is that the consultant will undertake an HCD study that would result in a detailed recommendation report advising Council on the creation of a new HCD, or an

expansion of the existing Queen-Picton HCD, with clearly delineated and defensible boundaries. After consultation, and endorsement by Council, the consultant will then prepare a District Plan with a statement of objectives for the area, up-to-date policies, description of heritage value and attributes (for the overall area and for individual properties) and guidelines to conserve heritage resources, address recent legislative changes and manage change in future.

STUDY AREA OVERVIEW

The study area is within the Old Town urban area in the Town of Niagara-on-the-Lake. The Old Town urban area contains the Queen-Picton HCD, the National Historic District, and the Downtown Heritage Character Area (the “Downtown HCA”) as shown in **Appendix I**.

The existing Queen-Picton HCD is nine blocks in area and contains 160 properties, seven of which are also designated under Part IV of the OHA. The district contains both commercial and residential properties, as well as open space. The cultural heritage value of the district lies primarily with the collection of 19th century buildings, as well as the contrasting commercial and residential streetscapes. The commercial area is composed of tightly built-up structures that are primarily 1-2 storeys in height with some 3 storey buildings. The surrounding residential area is a loose visual composition of detached residences, 1-2 storeys in height, set amid private gardens and mature trees.

The National Historic District is recognized under the Historic Sites and Monuments Act (2004), and includes the Queen-Picton HCD, but has a larger delineated boundary. The National Historic District covers 25 city blocks and includes commercial, ecclesiastical and institutional buildings. The heritage value of the National Historic District resides in the collection of early buildings from the 1815-1859 period, and specifically houses designed in the British Classical tradition with vernacular features.

The Downtown HCA was recognized through a 2018 study undertaken by Bray Heritage. A description of heritage value, heritage attributes and policies for the Downtown HCA have been incorporated within the 2019 adopted OP. The heritage value of the Downtown HCA is represented in the military grid pattern, and the collection of pre-1850s buildings representing the largest collection of pre-Confederation buildings in Canada. The boundaries of the Downtown HCA are larger than both the Queen-Picton HCD and the National Historic District.

The expectation is that the study will, at a minimum, consider the full extent of the boundaries of the National Heritage District, but also consider the larger Downtown Heritage Character Area boundaries. The study may result in the identification of a new and different delineated boundary.

PROJECT GOALS AND OBJECTIVES

The overall goal of the study is to assess the heritage characteristics of the study area and determine if the area merits designation as an HCD pursuant to the *Ontario Heritage Act*, and Provincial Guidelines.

The objectives for the HCD study are to:

- Assess heritage value and attributes – evaluate and identify the cultural heritage value, heritage attributes and character defining elements of the study area, including consideration of the Queen-Picton HCD, National Historic District and Downtown HCA. Assess individual contributing and non-contributing properties and prepare a list of heritage attributes for each property in the study area.
- Establish a boundary for the HCD – consider the existing boundaries of the Queen-Picton HCD, National Historic District and Downtown Heritage Character Area, and the surrounding area to determine the area for consideration. Provide a rationale for a proposed boundary for the HCD that is clear and defensible. Prepare mapping to visually demonstrate the boundaries of the HCD and any transition areas between land uses or areas of varying character, including between commercial and residential areas.
- Review the need for, and make recommendations on, the suitability and timing for the use of an interim control by-law for the study area.
- Outline a process and undertake meaningful public and stakeholder/collaborative partner outreach and engagement, including Indigenous consultation, throughout the study process and throughout preparation of any HCD Plan.
- Prepare report and present to Council study findings and recommendations. Proceed to HCD plan if endorsed by Council.
- Prepare an HCD Plan – Identify the existing condition of the HCD. Prepare a statement of the objectives to be achieved in designating the area, a statement of the district's heritage value. Prepare guidelines (with visuals/graphics) to protect and enhance the heritage value of the district that is in accordance with current heritage legislation and best practices, and is defensible.
- Review and consider historic and current land use planning, heritage policies and regulatory framework applicable to this area, including the Archaeological Management

Plans prepared by the Town and the Niagara Region to better understand the heritage value of the area.

- Prepare the list of minor alterations that do not require a Heritage Permit.
- Recommend timelines and criteria for future review of the District Plan and Guidelines.

PROJECT TASKS & DELIVERABLES

Deliverables

The Town envisions the following documents and actions to come out of this project, to be completed by the consultant. They are as follows:

- 1) Heritage Conservation District Study Findings & Recommendations Report
- 2) Heritage Conservation District Plan and guidelines with graphics
- 3) Provide recommendations for any by-law amendments for the approval of heritage permit applications through delegated authority
- 4) Detailed engagement strategy; including presentations to key stakeholders and collaborative partners, including the Town's Municipal Heritage Committee and Council
- 5) All shapefiles and ArcGIS layers

All information should be submitted in hard copy and electronically.

The Heritage Conservation District Plan and Guidelines are to be undertaken primarily by the consultant, with consultation from staff and stakeholders/collaborative partners. It will need to include the following at a minimum:

- Identify and provide clear and defensible rationale for the boundaries of the HCD
- Define a statement of significance and identify heritage attributes for the HCD and for individual properties
- Conduct detailed research, review and analysis, as required, to identify cultural heritage resources and heritage attributes, including built form and natural heritage, views, streetscape and landscape components, etc.
- Identify measures for conserving and protecting cultural heritage resources
- Comply with the requirements of the *Ontario Heritage Act*
- Consider other applicable legislation including the *Accessibility for Ontarians with Disabilities Act* and the *Green Energy Act*
- Reflect the findings of recent Court and OLT decisions relating to Heritage Conservation Districts
- Provide a policy basis for ensuring that heritage value and heritage attributes are conserved with proposed development and alterations
- Identify works that may/shall be considered maintenance or as 'minor alterations'
- Provide clear guidelines supplemented with graphics and graphic representations for alterations that require a heritage permit application
- Incorporate community input

- Provide direction on appropriate new development or construction and the severance or assembly of land
- Check points for Council decisions and all required reports and presentation materials

In addition to the above documents, the consultant will be required to undertake the following tasks throughout the project:

- i. Develop meeting agendas, workshop workbooks, presentation slides and meeting summary reports and other materials as appropriate.
- ii. Schedule and attend meetings as required, and prepare minutes for these meetings.
- iii. Establish a schedule for regular check-in meetings with Staff.
- iv. Deliver draft and final reports for review in a timely fashion and in accordance with the directions provided above.

Public Engagement and Consultation

The proponent will prepare a public engagement strategy that details the approach to public engagement and communications in terms of stakeholder/collaborative partner consultation, public outreach, methods of engagement, obtaining input and conveying information in order to develop consensus. Consideration should be given to the variety and creativity of the techniques used and how this program will meet the requirements of the *Ontario Heritage Act*. Key stakeholders and collaborative partners include but are not limited to: property owners, business owners and residents in the study area, local heritage advocacy groups, the Town's Municipal Heritage Committee and other Town Committees that Staff deem appropriate, elected officials, and Town staff from other key departments.

Value Added

The above are minimum project requirements. If the proponent considers additional tasks and deliverables as appropriate, please submit as part of the project proposal and advise of potential additional cost details.

B. Material Disclosures

1. Examination of Site

Proponents are required to satisfy themselves as to existing conditions of the site and must take all site conditions into account in preparing their proposals.

2. AODA Standards of Accessibility Compliance

Information and communications (without limitation, documents, materials and presentations) provided to the Town as part of the Deliverables, which shall be posted to Region and Local Area Municipality websites shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

3. Change to Key Personnel (Project Team)

3.1 Successful Proponent Driven Changes

In the event that there are unavoidable changes to key personnel:

- (a) Following close of bids and prior to finalizing the Contract with the successful proponent, if a proponent loses the ability to provide the services of Team Member named in the proponent's written Bid, the proponent may suggest an alternative person and the Town reserves the right to evaluate the alternate team member and the team member's project understanding in accordance with the rated criteria set out in Section D of Appendix D – RFP Particulars.
- (b) Provided that, any person named as a Project Team member in the Bid of a different proponent will not be eligible to be submitted/proposed as an alternative Project Team member for the proponent seeking consent for a change.
- (c) During project delivery, any unavoidable change in the successful proponent's assigned project team shall be approved by the Town in advance. The successful proponent shall notify the Town of the change in writing and shall outline the reasons for the change. Replacement staff will have equal or greater experience and qualifications than the team member being replaced.
- (d) The Town will not entertain any rate and/or fee increase due to successful proponent staffing changes.

3.2 The Town Driven Changes

If, during project delivery, the successful proponent's key personnel is not performing to the satisfaction of the Town, the Town reserves the right to request a change to key personnel due to lack of performance. The successful proponent shall suggest an alternative person with equal or greater experience and qualifications than the team member being replaced. The Town will not entertain any rate and/or fee increase due to successful proponent staffing changes.

C. Mandatory Submission Requirements

1. Form of Proposal (Appendix B)

Each proposal must include a Form of Proposal (Appendix B).

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. List of Sub-Contractors

Proponents should refer to the instructions for requirements and provide the required information in accordance with those instructions.

4. Bid Security and Agreement to Bond

Not applicable.

5. Key Personnel (Appendix H)

Each proposal must include a Key Personnel (Appendix H).

D. Pre-Conditions of Award

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

1. Certificate of Insurance

The selected proponent must provide the Town with a Certificate of Insurance acceptable to the Town and, if requested by the Town, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A). If the Certificate of Insurance is provided in a non-original form (e.g. a

facsimile, photocopy or scanned electronic copy), the proponent acknowledges and agrees that the Town is fully entitled to treat any such Certificate as an original and that the proponent will be responsible for the accuracy and validity of the information contained therein. If required by the Town, certified copies of all the above-mentioned policies shall be delivered to the Town. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to the Town within fifteen (15) days of their renewal date. Insurance documents must also include coverage for the Niagara Region, the Town of Lincoln, and City of St. Catharines.

2. Workplace Safety and Insurance Board Clearance

The selected proponent shall provide:

- a) A valid, current Clearance Certificate declaring that the selected proponent is registered with Workplace Safety and Insurance Board (“WSIB”), and has an account in good standing; or
- b) A Letter of Good Standing issued by WSIB.

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

- a) An Exemption Letter from WSIB, satisfactory to the Towns Director of Legal and Court Services.
- b) An Independent Operators Status Certificate issued by WSIB; or
- c) Such further and other evidence as may be satisfactory to the Town.
- d) In addition to the indemnification provided by the selected proponent elsewhere in this RFP, the selected proponent agrees to indemnify the Town, Niagara Region, Town of Lincoln and St. Catharines and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected proponent’s status with WSIB.

3. Performance Security

Not applicable.

E. Rated Criteria

The following sets out the categories, weightings and descriptions of 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.

Evaluation Criteria	Weighting
I. Description of the firm, project team and structure	15
II. Relevant experience – firm and team members	20
III. Understanding of project	20
IV. Project Schedule, deliverables and work effort	20
V. Diversity, Equity and Inclusion	5
VI. Creativity, Innovative value add	5
VII. Project Costs	15
Total	100

F. Evaluation and Ranking Method

The ranking of proponents will be based on the total score calculated by adding the pricing points to the total points for rated criteria.

proponent's total score = total points for rated criteria + pricing points (project costs)

Pricing is worth **15** points of the total score.

The proponent's price is determined by the Subtotal Contract Amount in the Summary Table.

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, which will be calculated in accordance with the following formula:

lowest price ÷ proponent's price × weighting = proponent's pricing points

G. Scoring Matrix

Scoring Category	Description	Numeric Score
Fail	Requirement is not met or is not acceptable.	0
Poor	Minimally addresses the component, but one or more major considerations of the component are not addressed.	1 - 3

Scoring Category	Description	Numeric Score
Fair	The response addresses some aspects of the component, but minor considerations may not be addressed.	4 - 6
Good	The response addresses the component and provides a reasonably good quality solution.	7
Very Good	There is a high degree of confidence in the proponent's response as a proposed solution to address the component.	8 - 9
Exceptional	The proposed solution goes above and beyond the requirements as well as provides a high degree of confidence in its effectiveness.	10

Preview of online bidding system submission forms

The online forms (system generated bid document) provided below are for preview only and are subject to changes/additions and/or deletions through addenda.

These forms must be completed online only through the bids & tenders™ Bidding System as part of the Proposal submission.

Reference Documents

- i. Town Official Plan (current) [Current Official Plan | Town of Niagara-on-the-Lake \(notl.com\)](#)
- ii. 2019 Adopted Official Plan (not in force and effect) [Official Plan Review | Town of Niagara-on-the-Lake \(notl.com\)](#)
- iii. Town Zoning By-law 4316-09 [Zoning By-Laws | Town of Niagara-on-the-Lake \(notl.com\)](#)
- iv. Niagara-on-the-Lake Estate Lot Study (Bray Heritage, 2018) [Committee of the Whole Agenda, September 10, 2018 \(notl.com\)](#)
- v. Queen-Picton Heritage Conservation District Plan [Heritage Planning | Town of Niagara-on-the-Lake \(notl.com\)](#)
- vi. Historic Sites & Monuments Board of Canada Background Report – Niagara-on-the-Lake Historic District, Ontario (2003)
- vii. Niagara-on-the-Lake National Historic Site of Canada: Statement of Significance at Historic Places [HistoricPlaces.ca - HistoricPlaces.ca](#)
- viii. Niagara-on-the-Lake Estate Lot Study (Nicholas Hill, 1985)
- ix. Town Heritage Delegation By-law for alterations to heritage properties