



Request for Proposal

RFP 2024 - 05

Deep Retrofit Design

Location: 24 Bourke Street, Smiths Falls

Request for Proposals No.: RFP – 2024-05

Issued: **August 28th, 2024**

Submission Deadline: **September 20th, 2024 at 4:00pm**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the County of Lanark (the “County”) to prospective proponents to submit proposals for Housing solar array installation, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

1.2 RFP Contact

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

ddicaire@lanarkcounty.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the County, 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 Contract for Deliverables

1.3.1 Type of Contract

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

1.3.2 Term of Contract

The term of the agreement will be established under the awarded contract to encompass the duration of the contemplated work.

1.4 RFP Timetable

1.4.1 Key Dates

| | |
|----------------------------------|--|
| Issue Date of RFP | August 28 th , 2024 |
| Deadline for Questions | September 11 th , 2024 |
| Deadline for Issuing Addenda | September 16 th , 2024 |
| Submission Deadline | September 20 th , 2024 4:00 p.m. local time |
| Required Project Completion Date | December 27 th , 2024 |

The RFP timetable is tentative only and may be changed by the County at any time. For greater clarity, business days means all days that the County is open for business.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted via email to David Dicaire at:

ddicaire@lanarkcounty.ca

Submissions by other methods will not be accepted.

1.5.2 Proposals to be Submitted on Time

Proposals must be emailed before the Submission Deadline set out in the RFP Timetable.

1.5.3 Proposals to be Submitted in Prescribed Format

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity.

Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting a revised proposal via email.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, a proponent should request via email to un-submit the proposal. Following the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The County will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the County will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the County issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP (Appendix D).

2.3. Rated Criteria

The County 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).

2.4 Stage III – Pricing

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

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the County. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the County or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the County and the selected proponent. Negotiations may include requests by the County for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the County for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The County intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the County invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the County may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the County elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

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

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

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

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by the County

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

services internally. The resulting contracts from this RFP, if any, could also result in a standing offer negotiation.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The County is under no obligation to provide additional information, and the County is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The County is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the County, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. 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 County.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify, and Supplement

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

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the County and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 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 sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the County in the preparation of its proposal that is not available to other proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) 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 (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’s other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

The County may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered if the County determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

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

3.4.5 Proponent Not to Communicate with Media

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

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

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

3.4.8 Past Performance or Past Conduct

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

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

3.5 Confidential Information

3.5.1 Confidential Information of the County

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

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

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the County. The confidentiality of such information will be maintained by the County, except as otherwise required 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 County to advise or assist with the RFP process, including the evaluation of proposals. 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 RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

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

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

3.6.2 No Contract until Execution of Written Agreement

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

3.6.3 Non-Binding Price Estimates

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

3.6.4 Cancellation

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

3.7 Governing Law and Interpretation

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

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The County will use the terms and conditions noted in this RFP document, as the starting point for negotiations with the selected proponent.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

| | |
|--|--|
| Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary. | |
| Full Legal Name of Proponent: | |
| Any Other Relevant Name under which Proponent Carries on Business: | |
| Street Address: | |
| City, Province/State: | |
| Postal Code: | |
| Phone Number: | |
| Company Website (if any): | |
| Proponent Contact Name and Title: | |
| Proponent Contact Phone: | |
| Proponent Contact Email: | |

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

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

5. Addenda

The proponent is deemed to have read and considered all addenda issued by the County prior to the Deadline for Issuing Addenda.

6. No Prohibited Conduct

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

7. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the County within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

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

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (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, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth thirty (30) points of the total score.

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

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

3. Required Pricing Information

APPENDIX C: COST FACTOR PROPOSAL

| | Cost in Canadian Dollars (\$) |
|--|--|
| Provide design services, tendering support, project management and quality control for a deep energy retrofit at 24 Bourke Street, Smiths Falls, ON | |
| Total before HST | |
| HST | |
| Total Cost including HST | |

4. Payment Schedule

Payment terms are 30 days from receipt of invoice.

APPENDIX D – RFP PARTICULARS (AUDITS ATTACHED)

A. Scope of Work:

Provide design services, tendering support, project management and quality control for a deep energy retrofit at 24 Bourke Street, Smiths Falls, ON. Design work to be inline with CMHC'S NHCF criteria requirements and provide at least a 25% reduction in EE and GHG at a Portfolio level relative to past or prerepair levels.

Required project completion date is December 27th, 2024.

B. MATERIAL DISCLOSURES

1. **No material disclosures exist for this RFP.**

C. MANDATORY SUBMISSION REQUIREMENTS

1. **Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. **Pricing (Appendix C)**

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

E. PRE-CONDITIONS OF AWARD

1. **Confirmation of Workplace Safety and Insurance Board Coverage**

The selected proponent must provide confirmation of Workplace Safety and Insurance Board ("WSIB") coverage prior to the award of the contract. Failure to provide confirmation will result in the disqualification of the proponent from the RFP process.

2. **Confirmation of Commercial Liability Insurance**

The selected proponent must provide confirmation of commercial liability insurance in amount of no less than two million dollars (\$2,000,000) per occurrence prior to the award of the contract. Failure to provide confirmation will result in the disqualification of the proponent from the RFP process.

F. 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.

| Rated Criteria Category | Weighting (Points) | Minimum Threshold |
|--|---------------------------|--------------------------|
| i. Company Profile | 10 points | N/A |
| ii. Project Experience | 20 points | N/A |
| iii. System Features, Approach, Methodology & Project Schedule | 30 points | N/A |
| iv. Project Management Team | 10 points | N/A |
| v. Pricing (See Appendix C for details) | 30 points | N/A |
| Total Points | 100 points | N/A |

i. Company Profile (10 points)

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

- a) Provide a general company profile including the ownership and affiliations of the firm and number of years the firm has been in business.
- b) Address, and contact information for the proposing entity;
- c) Size of company, number for employees both locally and other.
- d) Has Proponent received a fine or an order for any health and safety issues from any municipal / provincial / federal regulatory bodies in the past five (5) years.

ii. Project Experience (20 points)

Brief documentation on significant similar projects, with client references (minimum of 3). The County reserves the right to contact references, which may affect a Proponent’s evaluation score.

References associated with Lanark County are not an acceptable reference.

iii. System Features, Approach, Methodology & Project Schedule (30 points)

Describe features of the proposed system in detail.

iv. Project Management Team (10 points)

Provide a description of the team expected to serve the County. How will the team be organized?

Please provide your proposed project management team including their capabilities and experience, including a discussion of any special skills.

v. Pricing (30 points)

Proponents should refer to Appendix C - Pricing for details.