



**The Corporation of the City of North Bay**

**Request for Proposals**

**For**

**Trout Lake Watershed Study and Management Plan**

Request for Proposal No.: **RFP 2021-20**

Issued: **Tuesday March 16, 2021**

Submission Deadline: **Tuesday March 9, 2021 @ 1:00 p.m.**

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



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**UNDER SEPARATE ATTACHMENT:**

**APPENDIX D – Form of Agreement**

**Referenced Documents:**

- 2021-20 Attachment A Lake Capacity Assessment - Trout Lake



## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

This Request for Proposal (the “RFP”) is an invitation by The Corporation of the City of North Bay (“the City”) on behalf of the City, the Municipality of East Ferris, and the North Bay-Mattawa Conservation Authority (NBMCA), to prospective proponents to submit proposals for the provision of a Trout Lake Management Plan, as further described in the RFP Particulars (Appendix C) (the “Deliverables”).

### **1.2 Type of Contract for Deliverables**

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

### **1.3 RFP Timetable**

Issue Date of RFP	<b>Tuesday February 16, 2021</b>
Deadline for Questions	<b>Tuesday March 2, 2021 @ 3:30 p.m.</b>
Deadline for Issuing Addenda	<b>Friday March 5, 2021</b>
Submission Deadline	<b>Tuesday March 9, 2021 @ 1:00 p.m.</b>
Anticipated Execution of Agreement	<b>Wednesday April 7, 2021</b>

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

### **1.4 Bidding System Registration**

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

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

### **1.5 RFP Contact and Proponents' Questions**

#### **1.5.1 RFP Contact**

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

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

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

#### **1.5.2 Proponents' Questions**

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

### **1.6 Submission of Proposals**

#### **1.6.1 Electronic Submission Only**



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

### **1.6.2 Proposals must be Received on Time**

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

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

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

### **1.6.3 Acknowledgement of Addenda**

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

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

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

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

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

### **1.6.4 Amendment of Proposals**

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

### **1.6.5 Withdrawal of Proposals**

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

**[End of Part 1]**



## **PART 2 – EVALUATION**

### **2.1 Stages of Evaluation**

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

### **2.2 Stage I Mandatory Submission Requirements**

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

### **2.3 Stage II Evaluation**

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

#### **2.3.1 Mandatory Technical Requirements**

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

#### **2.3.1 Rated Criteria**

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

### **2.4 Stage III Pricing**

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

### **2.5 Selection of Top Ranked Proposal**

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

**[End of Part 2]**



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

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

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 Past Performance**

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

#### **3.1.5 Information in RFP Only an Estimate**

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

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be Retained by the City**

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

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

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

### **3.2 Communication after Issuance of RFP**

#### **3.2.1 Proponents to Review RFP**

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



### **3.2.2 All New Information to proponents by Way of Addenda**

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

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.2.4 Verify, Clarify and Supplement**

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

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

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

### **3.3.2 Debriefing**

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

### **3.3.3 Procurement Protest Procedure**

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

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

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

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



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

#### **3.4.2 Disqualification for Conflict of Interest**

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

#### **3.4.3 Disqualification for Prohibited Conduct**

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

#### **3.4.4 Prohibited Proponent Communications**

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

#### **3.4.5 Proponent Not to Communicate with Media**

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

#### **3.4.6 No Lobbying**

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

#### **3.4.7 Illegal or Unethical Conduct**

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

#### **3.4.8 Past Performance or Past Conduct**

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

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

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of the City**

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





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

### **3.5.2 Confidential Information of Proponent**

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

## **3.6 Procurement Process Non-binding**

### **3.6.1 No Contract A and No Claims**

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

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

### **3.6.2 No Contract until Execution of Written Agreement**

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

### **3.6.3 Non-binding Price Estimates**

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

### **3.6.4 Cancellation**

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

## **3.7 Governing Law and Interpretation**

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

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



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

**[End of Part 3]**



## **APPENDIX A – SUBMISSION FORM**

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



## **APPENDIX B – PRICING**

### **1. Instructions on How to Provide Pricing**

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

### **2. Evaluation of Pricing**

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

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

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

### **3. Required Pricing Information**

Proponents shall complete the Bidding System Schedule of Prices.

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

In the documents upload area, proponents must provide a detailed breakdown of activities associated with each Milestone indicating estimated number of hours by each team member and their corresponding hourly rate fee. All fees must be firm for the period of the Services. The fee schedule should break out the costs specific to each Milestone of the Services as outlined in the RFP.

The hourly rate per staff member and costs breakdowns provided will be used to calculate any additional costs for additional related services not included, or if either the City of North Bay or the Municipality of East Ferris requires additional public meetings or open houses.



## **APPENDIX C – RFP PARTICULARS**

### **A. THE DELIVERABLES**

The City of North Bay is requesting proposals from qualified and experienced consultants to conduct a study of Trout Lake, Four Mile Lake and inflowing streams to create a Management Plan for Trout Lake. The purpose of the plan is to establish policies and provisions to protect and preserve the quality of water, the visual and aesthetic character of the lakes (Trout Lake and Four Mile Lake) and inflowing streams and to protect the recreational, social and environmental experiences on the lakes. The proposed policies and provisions should find a balance to protect the water quality, visual quality and recreational quality of Trout Lake, Four Mile Lake and inflowing streams.

The Trout Lake Management Plan is an opportunity for the City of North Bay, Municipality of East Ferris and the North Bay-Mattawa Conservation Authority to update existing Official Plan and Zoning By-law policies and provisions for future development on the lake and inflowing streams.

The plan will propose policies and provisions which would identify thresholds for future lake development, second-tier (backlot) development and lot creation along inflowing streams. The proposed study will identify and create land-use policies with justifiable policy and implementing regulations to protect Trout Lake water quality. The thresholds for future development will be created based on stakeholder and public input, best practices, Provincial Policy and local knowledge.

#### **Background**

Trout Lake is a deep, oligotrophic lake located on the Precambrian Shield in the City of North Bay and the Municipality of East Ferris within the District of Nipissing. The lake has an area of 1887 hectares, a volume of approximately 330 million m<sup>3</sup> and comprises two distinct basins: Four Mile Bay (max depth of 25 m) and the main basin (max depth of 70 m). Trout Lake lies within the Upper Ottawa-Kipawa Watershed. The Jocko, Mattawa, and Amable Du Fond Rivers flow through the watershed to Lac La Cave. Four Mile Creek (which drains Four Mile Lake) is the main inflow into Trout Lake, flowing into Four Mile Bay. Many small streams and wetlands also feed both basins of the lake. Trout Lake's outflow is the Mattawa River which flows southeast to Turtle Lake.

Trout Lake is North Bay's source of municipal drinking water and is the source of water for many of the shoreline residents in North Bay and East Ferris.

#### **Milestone #1 - Historical Data and Water Quality of the Lake**

The successful proponent will review historical water quality data and create a baseline of the current water quality of Trout Lake and inflowing streams. The successful proponent will provide a detailed explanation of spatial and temporal trends in the water quality of Trout Lake. The proponent will provide comments with regards to the current monitoring of the lake and make any suggestions or comments on future monitoring protocols.

The successful proponent will review the results of the development on minimal impact lots best practices, site plan and water treatment.

The study will also review and analyze the recent lakeshore capacity model for Trout Lake undertaken by the Ministry of the Environment, Conservation and Parks in April 2019.

The study will review and summarize existing development on Trout Lake and inflowing streams, including historical approaches to development in North Bay and East Ferris.



Based on review and analysis of water quality information, the lakeshore capacity, and the historical approaches to development on the lake and inflowing streams, the proponent will present their findings on the state of the lake and make recommendations for how to maintain or improve the current water quality, visual quality and recreational quality.

### **Milestone #2 - Public Engagement on Future Development and Management of the Lake**

The study will identify what other jurisdictions are doing to protect the water quality of other lakes of similar type and size. The proponent will then hold two public engagement sessions (in agreed locations with the City of North Bay and Municipality of East Ferris) to present their findings on the current health of the lake and to receive feedback from the residents on how they feel the lake should be managed in the future. The engagement sessions will gather the opinions and local knowledge of the lake, which could help to formulate future policies and provisions for the lake and development on its shoreline.

Based on the review and the comments received from stakeholders engaged in the study, public feedback, and the proponent's expertise, the proponent will develop a recommended management approach and develop guidelines for shoreline development with consideration of potential changes in water quality, lake trout habitat, shoreline availability and suitability, and regulatory agency guidelines for Trout Lake, Trout Lake's inflowing streams, and Four Mile Lake.

### **Milestone #3 – Implementation and Monitoring**

The study will create the necessary policies and provisions to be implemented through an Official Plan and Zoning By-law Amendment with the recommended approaches to redevelopment on existing lots of records, new development on existing lots and new lot creation on Trout Lake, Four Mile Lake, and inflowing streams.

The study will provide recommended management tools to maintain and improve the quality of water, the visual quality of the lake and the recreational quality of the lake.

A threshold for the amount of development will be created based on best practices for lake management and the current state of Trout Lake.

### **Provisional - Official Plan and Zoning By-Law Amendments**

The successful proponent will provide planning consulting services to complete the required Official Plan Amendment and Zoning By-law Amendments. This will include the preparation of amending documents and presenting the recommendations during the Public Meeting for the Official Plan and Zoning By-law Amendments, and answer any questions or concerns from the City of North Bay's Council and East Ferris' Planning Advisory Committee and Council and members of the public in attendance at the public meetings.

## **B. MATERIAL DISCLOSURES**

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

### **COVID-19**

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

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



## Referenced Documents

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

- **Attachment A Lake Capacity Assessment - Trout Lake**  
Completed by the Ministry of Natural Resources and Forestry with the Ministry of Environment, Conservation and Parks.
- **The City of North Bay's Official Plan can be found online at:**  
<https://www.northbay.ca/media/wscb3sw5/consolidated-official-plan-to-july-11-2018.pdf>
- **The City of North Bay's Zoning By-law No. 2015-30 can be found online at:**  
[https://www.northbay.ca/services-payments/building-development/zoning-by-laws/#cWBBkNsEd\\_0K2iEB\\_a1s11w](https://www.northbay.ca/services-payments/building-development/zoning-by-laws/#cWBBkNsEd_0K2iEB_a1s11w)
- **The Municipality of East Ferris's Official Plan can be found at:**  
[http://eastferris.ca/uploads/Planning\\_2015\\_2016/Ministers\\_Approved\\_Version\\_East\\_Ferris\\_OP.pdf](http://eastferris.ca/uploads/Planning_2015_2016/Ministers_Approved_Version_East_Ferris_OP.pdf)

## Additional Documents which can be made available to the Successful Proponent

NBMCA will provide water quality data for Trout Lake dating back to 1986 (limited earlier data also exist). The core dataset consists of total phosphorus concentrations, Secchi depths, and vertical profiles of dissolved oxygen and temperature. Additional parameters were monitored in the late 1980s (total dissolved solids, specific conductance, certain metals, pH, chloride, and chlorophyll) and from 2016 to present (chlorophyll, phytoplankton community composition, specific conductance, pH, and turbidity).

- Water quality data for Four Mile Lake (upstream of Trout Lake) and Four Mile Creek (the lake's major tributary), as well as downstream lakes such as Turtle Lake and Lake Talon.
- Trout Lake Watershed Management Study. Conestoga Rovers and Associates Ltd. and Ecoplans Ltd. September 1988.
- Trout Lake Pollution Control Plan, Limnology and Analysis. Northland Engineering Limited and Beak Consultants Limited. January 1992.
- Preliminary Evaluation of the Water Quality of Trout Lake, Nipissing District. Ministry of the Environment. 1973.
- The Water Quality of Trout Lake, North Bay. Ministry of the Environment. 1979.
- An Integrated Approach to Watershed Management Planning for Trout Lake, Ontario. E.McBean, T.Mereu. G.Gartshore, C.Kitchen and M.Benson. December 1991.
- North Bay-Mattawa Source Protection Area, Assessment Report. June 22, 2015.
- North Bay-Mattawa Source Protection Area, Source Protection Plan. March 5, 2015.
- North Bay-Mattawa Source Protection Area, Source Protection Annual Progress Report. May 1, 2019.
- The Municipality of East Ferris's Zoning By-law 1284



## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Online Submission Form (Appendix A)**

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

### **2. Online Pricing (Appendix B)**

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

### **3. Other Online Mandatory Submission Requirements**

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

## **D. MANDATORY TECHNICAL REQUIREMENTS**

Any functionality and necessary integration into city systems must be compatible with current systems and Information Systems standards as identified below.

### **City of North Bay Current Relevant Information Systems Standards (May 2020)**

#### **Software:**

- Microsoft Windows 2012R2 & 2016 Server 64bit
- Microsoft Active Directory
- Microsoft Windows 10 - 64bit
- Microsoft Office 2010 / 2016
- Microsoft Project 2010/2013/2016
- Internet Explorer 11 or higher
- Chrome Browser (latest version)
- Umbraco CMS
- Umbraco Content Management
- MS SQLServer 2017
- Cognos – 11.x Reporting & Analytics
- Cisco ASA VPN (RSA for 2-factor authentication)
- Citrix Presentation Server
- VMWare Server Virtualization
- Autodesk AutoCAD (Latest Version)
- WaterCAD (Bentley)
- Infor Public Sector V11
- CentralSquare Public Sector Naviline (Corporate ERP) V 9.1.17.3 (Java up to 1.8.0\_151)
- MIDS 2.x Infrastructure Database in Microsoft SQLServer
- .Net Framework
- .Net Core
- IIS 7.5+
- IBM O/S V7R3

#### **GIS Software:**

- Autodesk Architecture Engineering & Construction Collection (Latest Version)
- MapGuide Infrastructure Server (legacy)
- ESRI ArcGIS For Desktop/Pro and ArcGIS online (for compatibility)
- Mapguide Open Source 3.1, Mapguide 2010, Mapguide 2013
- MapServer (MS4W)
- QuantumGIS (QGIS) 3





- Safe Software FME 2019
- MS SQLServer 2017 (Including spatial data types)
- GISquirrel (Compatible with latest version of ArcGIS)
- ET GeoWizards 12
- Consat ITS4mobility Traffic Studio (With MyRideNBT public web application)
- Static General Transit Feed Specification
- Google Earth Pro

**Hardware:**

- Dell Current Vendor for all desktops and windows servers
- IBM Power9 for Corporate ERP (SunGard Public Sector – Naviline)

**Networking:**

- Cisco Catalyst Layer-3 and Layer-2 switches (based on requirements)
- Cisco Routers
- Cisco ASA Security Hardware
- RSA 2-factor Authentication
- Barracuda Networks network filtering / SPAM gateway

**Standard Workstation (New Computers):**

- Intel i7
- 16 GB RAM
- 500 GB Hard Disk
- 23/24" wide format monitor
- 100MB Ethernet connectivity to LAN

**Standard Server (configuration varies with application):**

- Xeon-based servers
- 16+ GB RAM
- RAID5 –minimum disk configuration (application dependent RAID configuration)
- Dell Compellent ISCSI SAN
- VMWARE Server Virtualization

**E. PRECONDITIONS OF AWARD**

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

**Workplace Safety and Insurance Board Clearance**

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

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

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



**Insurance Certificate**

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

**Form of Agreement**

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

**F. RATED CRITERIA**

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

Rated Criteria Category	Weighting (Points)	Minimum Threshold
<b>F.1 Experience and Qualifications</b>		
a) Company overview	10	N/A
b) Staff Experience and Qualifications	10	N/A
c) Previous Projects	10	N/A
<b>F.2 Response to Scope of Work</b>		
a) Statement of Understanding and Methodology	20	N/A
b) Work Plan and Project Schedule.	20	N/A
<b>Subtotal Technical Score</b>	<b>70</b>	<b>42</b>
<b>Pricing</b>	<b>30</b>	
<b>Total Points</b>	<b>100</b>	

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

**F.1 Experience and Qualifications**

Each proponent should provide the following in its proposal:

(a) Company Overview

Description of the proponent; including a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to its knowledge, skills and expertise in the following areas:

- Provincial Lakeshore Capacity Assessment handbook and Studies;
- Limnology;
- Watershed Management;
- Best Practices in Shoreline Development;
- Land Use Planning;
- Provincial Policy Statement;
- Official Plan Amendments; and
- Zoning By-law Amendments.



(b) Staff Experience and Qualifications

Proponents shall outline the roles and responsibilities of the proponent and any of its agents, employees, and sub-consultants who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant expertise and experience. C.V's of the key staff must be uploaded in the documents upload section.

(c) Previous Projects

Proponents shall provide, in their submission, information on three contracts of similar scope in this class of work that were undertaken in the last 3 years.

**F.2 Response to Scope of Work.**

This section of the proposal is to include details of each of the items provided and identified within the Scope of Work. The proponent should demonstrate their ability and expertise to lead the Trout Lake Management Study on behalf of the City of North Bay, Municipality of East Ferris and the North Bay-Mattawa Conservation Authority (NBMCA).

(a) Statement of Understanding and Methodology:

Outline your firm's comprehension of the requirements and how your proposal will meet the City's objectives and a description of the research, approach and methodology proposed for the completion of this assignment. Include an outline of activities to ensure proper decision making and communication with the City, project stakeholders and project team; include the number of meetings/focus sessions included with each activity.

(b) Work Plan and Project Schedule:

The work plan shall include a schedule of activities/tasks and resources necessary to meet the Project scope/Requirements for the Project. Respondents are to confirm their understanding of the project by providing a project work from project initiation to completion, including a listing of the tasks and activities detailing milestones, deadlines, targets, duration, and resource assignments (for both Respondent and City staff assignments).

# **RFP 2021-20 - Trout Lake Watershed Study and Management Plan**

Opening Date: February 16, 2021 2:40 PM

Closing Date: March 9, 2021 1:00 PM

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## Schedule of Prices

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

\* Denotes a "MANDATORY" field

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

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

## Pricing

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

Line Item	Description	Quantity	Unit of Measure	Unit Price *	Total
1	Milestone #1 - Historical Data and Quality of the Lake	1	Lump Sum		
2	Milestone #2 - Public Engagement on Future Development and Management of the Lake	1	Lump Sum		
3	Milestone #3 – Implementation and Monitoring	1	Lump Sum		
4	Provisional : Official Plan and Zoning By-law Amendments	1	Lump Sum		
Subtotal:					

## Summary Table

Bid Form	Amount
Pricing	
Subtotal Contract Amount:	

## Specifications

## Proponent Information

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

## Staff Qualifications

### Qualifications of Key Staff to be Employed on this Contract.

Identify staff who will be involved in providing the Deliverables, what roles they will be performing and their relevant respective qualifications and expertise.

Line Item	Name	Role	Qualification & Experience
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## Company Overview

Line Item	Description	Response *
1	F.1 (a) Description of the proponent; including a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience in the following areas: <ul style="list-style-type: none"> <li>• Provincial Lakeshore Capacity Assessment handbook and Studies;</li> <li>• Limnology;</li> <li>• Watershed Management;</li> <li>• Best Practices in Shoreline Development;</li> <li>• Land Use Planning;</li> <li>• Provincial Policy Statement;</li> <li>• Official Plan Amendments; and</li> <li>• Zoning By-law Amendments.</li> </ul>	

## Company Ability and Experience

Proponents shall provide information on at least three (3) contracts of similar scope in this class of work that were undertaken in the last three (3) years.

Line Item	Company Name	Contact Name	Contact Phone	Contact Email	Value of Assignment	Date Work Undertaken	Description of Work Completed
1							
2							
3							
4							
5							

## Documents

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

Each Proponent is to provide the information in sufficient detail for the City to be able to fully evaluate the Proponent and its

proposal. Proponents are strongly encouraged to review the evaluation criteria in Section F. RATED CRITERIA and ensure the minimum requested information is provided in their proposal.

- F.1 b) C.V's of Key staff Assigned to the project \* (mandatory)
- Response to F.2 a) Statement of Understanding and Methodology \* (mandatory)
- Response to F.2 b) Work Plan and Project Schedule \* (mandatory)

## Appendix A Submission Form

### 1. Acknowledgment of Non-binding Procurement Process

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

### 2. Ability to Provide Deliverables

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

### 3. Non-binding Pricing

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

### 4. Addenda

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

### 5. No Prohibited Conduct

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

### 6. Disclosure of Information

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

I have the authority to bind the organization.

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

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

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

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

Yes  No

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

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