



RFP-DEV-01-2017

**PROVISIONS FOR
PLANNING SERVICES**

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INFORMATION TO PROPONENTS

1. Scope of Project

The Town of St. Marys is seeking a qualified Municipal Planning Consultant in various land use and community planning practice areas. The purpose of this Request for Proposal is to secure the services of a qualified consulting firm or individual in areas, which the Town may retain on a case-by-case basis to perform the following duties from time to time:

- a) Provide planning advice/recommendations to Town staff, members of the public and proponents.
- b) Provide general planning opinion/ recommendations on various land use applications;
- c) Assist Town staff with the coordination and processing of various land use planning processes;
- d) Represent the Town for litigation and/or OMB hearings, as required;
- e) Supply services to draft and negotiate corporate and commercial contracts, agreements, easements and other documentation; and
- f) Attend meetings to provide or present information, including but not limited to internal staff meetings; meetings of Committee of Adjustment, Planning Advisory Committee; and Town Council.

2. Date of Proposal Submission

One (1) original proposal and four (4) copies of the proposal shall be submitted in a sealed, opaque envelope addressed as follows:

RFP-DEV-001-2017
Grant Brouwer, Director of Building and Development

Proposals must be submitted under the following instructions.

PROPOSAL CLOSING DATE: March 01, 2017
TIME: 2:00 p.m., local time
LOCATION: Town of St. Marys
408 James Street South, P.O Box 998
St. Marys, Ontario N4X 1B6

Submissions received by the date and time of closing will be opened immediately following the time of Proposal closing.

3. Project Contact

Grant Brouwer
Director of Building and Development Town of St. Marys
(519) 284-2340 ext.215
gbrouwer@town.stmarys.on.ca

4. Introduction

The Town of St. Marys is a single tier municipality located in Southwestern Ontario, with the location offering a unique rural lifestyle with urban amenities. The population is approximately 7,000.

The Town of St. Marys has a seven member Council. The Senior Staff consists of a CAO/Clerk, and Senior Management Team that oversees a permanent staff of approximately 63.

The Town has a Committee of Adjustment consisting of five citizens-at-large which deals with applications for consent to sever; permission; and minor variance. Committee of Adjustment potentially meets on the first and third Wednesday evening of each month, pending applications to be heard. If there are no applications filed then there are no meetings held. In general, there is an average of six (6) Committee of Adjustment meetings each year. The term of the Committee of Adjustment runs with the term of Council.

The Town has a Planning Advisory Committee consisting of two Town Council members and four citizens-at-large for a total of six members which deals with official plan amendments; zoning amendments; and applications for draft plan of subdivision/condominium. Planning Advisory Committee potentially meets on the first and third Monday evening of each month, pending applications to be reviewed. In general, there is an average of twelve (12) Planning Advisory meetings each year. The Planning Advisory Committee is an advisory committee to Council on planning matters and makes recommendations on applications for Council's consideration and final approval. The term of Planning Advisory Committee runs with the term of Council.

Town Council is held on a bi-monthly basis except in the summer where the meetings are held monthly. There will be a requirement to attend if a planning application is on the agenda.

The Town has a Heritage Conservation District under Part V of the Ontario Heritage Act.

The Town of St. Marys operates the following departments:

- Administration
- Building and Development
- Community Services
- Corporate Services
- Library
- Finance
- Public Works
- Fire Department

Ongoing projects related to planning services is the five-year review of the Town Official Plan initiated in 2012. Following the Official Plan review and Council approval of the consolidated Official Plan, a housekeeping amendment to the Town Zoning By-law will be completed to align the By-law with the Official Plan policies.

The Town's recent planning file summary is presented below for proponents' understanding of the level of work required in the Town:

PLANNING APPLICATIONS 2002-2016							
Year	Consent	Minor Var.	ZBA	OPA	Plan of Subdivision/Condo	SPA	Totals
2016	1	4	6	1	2	2	16
2015	3	1	4	0	1	3	12
2014	8	6	6	1	0	4	25
2013	2	6	7	1	1	2	19
2012	4	6	6	0	1	2	19
2011	3	5	8	3	0	3	22
2010	2	3	1	1	1	1	9
2009	8	6	6	1	0	2	23
2008	5	10	12	1	0	2	30
2007	9	9	4	0	0	6	28
2006	5	8	9	0	3	4	29
2005	2	8	8	2	3	3	26
2004	6	4	8	1	1	0	20
2003	8	16	3	4	1	0	32
2002	5	10	6	1	0	0	22
Totals	70	98	88	16	14	32	332

5. Project Objectives/ Responsibilities

The Town of St. Marys is seeking land use planning services in order to provide opinion and recommendation on various land use planning community planning practice areas relating to the Town, which include, but are not limited to the following:

- a) Maintain an accurate understanding of the Town's; Official Plan, Zoning By-Law and other relevant municipal plans and policies;
- b) Review and prepare reports on preliminary and final plans with input from appropriate consultants and/or departments to ensure that timely information is delivered to the Town Council so that they can comply with statutory decision deadlines;
- c) Review and prepare reports and make recommendations on Official Plan, Zoning By-Law, Draft Plan of Subdivision/Condominium and other land use applications;
- d) Make appropriate reports and presentations before the Committee of Adjustment, Planning Advisory Committee and Town Council as required;
- e) Assist Staff and or Council with respect to investigations and violations of zoning by-law or other relevant planning by-laws or policies;
- f) Represent the Town to all outside bodies, residents and applicants in a respectful and professional manner.
- g) Be knowledgeable of provincial planning legislation as related to Town planning matters.

6. Contract Start Date and Term

It is the Town's intention that the contract for services will begin June 29, 2017 and will be for a Two (2) year term with a possible extension of two (2) years.

7. Proposal Schedule

RFP Posting	January 24, 2017
Closing Date	March 01, 2017
Evaluation Completed	March 20, 2017
Proponent Interviews *	Week of, March 27, 2017
Report to Council	April 11, 2017
Notice of Award	April 12, 2017

* Please note, the Town, at its sole discretion, may require an interview with the proponents who receive the top two (2) scores in the evaluation process.

8. Agreement Value

The Town's annual average budget for planning services is \$50,000., with actual costs spent being determined by the number of planning files undertaken in a fiscal year. For clarity, the Town is not agreeable to paying a fixed fee contract for services. It is the Town's

expectation that the successful proponent will negotiate a cost for service contract that will be based on actual hours of work rendered to the Town.

9. Submission Format

- a. Forms to be submitted with the Proposal must be completed in their entirety in hard copy. All entries shall be clear and legible and made in a non-erasable medium and signed in ink.
- b. Submissions may be mailed, couriered or hand-delivered to the appropriate location. The Town will not accept electronic or digitally transmitted submissions. Delivery of Tender through a third party courier service shall be at the risk of the Proponent and must be arranged in due time for the Tender to arrive at the specified location before the Tender closing time. Failure of a third party courier to submit the Tender prior to the Tender closing time will result in the disqualification of the Tender, and will be at no fault of the Town.
- c. Proposals must include and repeat the same headings as listed and topic sequence:

1) Experience, Qualifications, Project Management

- a) Provide an overview of the company history including past project samples. State the length of existence and types of services offered. Identify the technical details that make the Proponent uniquely qualified for this work.
- b) Information is required of the makeup of staff including skills and qualifications of the project team. Show where these people will be physically located during phases of different projects. Identify key individuals that will be working on the projects by name and title. Resumes of key personnel to be performing planning functions for the Town, including education and professional certifications should be included.
- c) Demonstrate experience providing municipal planning services in climates similar to Southwestern Ontario.

2) Budget and Cost

- a) Each proposal should include an outline of the fee structure, including hourly rates for senior members, junior members, and all other employees whose services may be billed to the Town. Charges for specific services or disbursements are to be identified. In the description of the fee structure please indicate both in-house (municipal) rates for each staff member that may be working on each file, in addition to standard rates for recoverable fees for each member of the firm, where applicable. Fees, rates and costs are to remain fixed for the term of the agreement (two (2) years).
- b) In the submission, please identify whether the firm will charge for travel time to the Municipal Office (or other relevant locations), and if so, provide details of what rates will apply in these circumstances.
- c) Please include a description of the method of accounting for time and expenses, as well as a sample of the type of detailed billing documentation, which would be provided to the Town.

3) References

- a) A minimum of three references, two of which must be from the Ontario municipal sector. References should refer to recent or current projects or contracts of a

- similar type, scope and magnitude as that to be undertaken on behalf of the Town. Each reference should include: the name of the organization/ municipality, a contact name, address and phone number, and a brief description of the work performed, including the duration of the project. The Town of St. Marys may contact any or all of the references provided in its evaluation of the proposal.
- b) Evidence of the Proponent's work ethic, ability to create win-win situations, and how difficult situations were addressed will be evaluated.
 - c) Particular attention will be given to project management with regards to maintaining deadlines.
- 4) Satisfaction of General Conditions**
- a) Please see page 11 of the document and ensure that all general conditions (and relevant additions to the proposal) are met.

10. Disqualification

The Town reserves the right to reject any or all proposals. Failure of the Proponent to satisfy any term or condition of this RFP may result in the rejection of said Proposal. Further, any incomplete proposals, qualified proposals, proposals not properly signed/dated, proposals received after the closing date/time, proposals completed in pencil, proposals with incomplete calculations, and proposals lacking required information will be rejected as incomplete.

11. Examination of Documents

Each Proponent must satisfy himself or herself by a personal study of the RFP documents, by budgetary calculations, and scope of work, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Prices must include **all incidental costs** and the Proponent must be satisfied as to the full requirements of the RFP.

12. Proposal Withdrawal or Replacement

Any Proposal may be withdrawn prior to the scheduled time for Proposal Closing by submitting written notice to the RFP contact. Replacement Proposals are welcome until the Proposal Closing.

13. Clarification of Submissions by Town

To assist in the examination, evaluation and comparison of submissions, the Town may, at its discretion, ask the proponent for clarification of its submission. The request for clarification and the response shall be in writing and no change in substance of the submission shall be sought, offered or permitted.

14. Proposal Evaluation

All submissions must be in compliance with the requirements of the RFP process in order to be considered for evaluation.

All qualified Proposals will be reviewed and evaluated by the selection committee.

It will be the responsibility of the selection committee to initially read, review and evaluate each Proposal. The selection committee may “short list” those Proposals that are most feasible for further consideration.

Proponents may be required to make an oral presentation in support of the proposal.

15. Proposal Selection

For the purpose of evaluation, the following criteria will be utilized to score each Proponent’s Proposal.

Category	Description	Points
Experience, Qualifications, Project Management	Company history, qualifications of staff, project management experience, knowledge of local government legislation	40
Budget and Cost	Fee structure proposed	30
References	List of previous clients/professional references	25
Potential for Conflict of Interests	Given the scope of work, is there potential for a conflict of interests?	5

16. Proposal Award Procedure

All Proposals shall be final and binding on the Proponent for a period of 60 (sixty) days from the closing date and may not be altered by any subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the Town.

The Successful Proponent will be determined by the proposal that receives the highest scoring mark based on the evaluation criteria previously identified. The Town will notify the Successful Proponent of the award. The Successful Proponent agrees to execute a Professional Service Agreement to undertake work within 10 business days of the date of notification of Award. It is the Town’s intention that the contract start date for the services will be June 29, 2017

GENERAL CONDITIONS

1. Conflict of Interest

The Proponent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the proponent's participation in this process and, if selected, the performance of the proponent's responsibilities pursuant to the retainer.

The Town of St. Marys reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Proponent on such basis.

2. Workplace Safety and Insurance Act

The Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing as part of an executed Professional Service Agreement. The Successful Proponent agrees to maintain their WSIB account in good standing throughout the agreement period.

If the Proponent does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Town at time of execution of the agreement.

3. Indemnification

The Successful Proponent shall indemnify and hold harmless the Town, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Proponent, its officers, agents, employees or other persons for whom the Proponent is legally responsible.

4. Liability Insurance

The Successful Proponent shall, at its own expense obtain and keep in force during the term of the Agreement the following insurance requirements.

- a) Commercial General Liability insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to and include but not be limited to:
 - A limit of liability not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000
 - The Town shall be added as an additional insured with respect to the operations of the Named Insured
 - The policy shall contain a provision for cross liability in respect of the Named Insured
 - Non-owned automobile coverage with a limit of \$2,000,000 and shall include contractual non-owned coverage

- b) A standard Automobile Policy with liability limits no less than \$5,000,000 in respect of each owned or leased licensed vehicle.
- c) Verification of Professional Liability Insurance in an amount not less than \$2,000,000.00 on a per occurrence basis.

5. Occupational Health and Safety Act

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Proponent acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work.

6. Freedom of Information

The Town is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Town by the Proponent pursuant to this document may be available to the public unless the party submitting the information requests that it be treated as confidential.

Any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage may be identified as confidential. Proponents are encouraged to place all such details and information within a separate section of their submission. Complete Proposals are not to be identified as confidential.

7. Accessibility for Ontarians with Disability Act, 2005

The Proponent's attention is drawn to the regulations issued by the Ministry of Economic Development, Employment & Infrastructure for the Province of Ontario under the *Accessibility for Ontarians with Disabilities Act*. The Proponent acknowledges that they will comply with the Act as it relates to the completion of this project.

8. Addenda

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFP will be posted as a RFP Addendum on the Town's website.

Amendment and changes to this Proposal prior to the closing date and time stated herein will only be in the form of written Addenda and said Addenda will be issued by the Town. Addenda will be posted on the Town's website at [Town of St. Marys Tenders](#). It is the Proponents sole responsibility to check this website regularly to inform itself of any posted Addenda. The Town makes no promise or guarantee that Addenda will be delivered by any means to any Proponent. By submitting a Proposal in response to the Request for Proposal, the Proponent acknowledges and agrees that addenda shall be posted on the Town website and it is the sole responsibility of the Proponent to check the website for said addenda. Addenda will not be released less than seventy-two (72) hours prior to the close of the Proposal. Any submission that does not acknowledge receipt of addenda shall be considered as incomplete and will be disqualified.

9. Sub-Contracts

The Proponent shall ensure that all sub-contractors are bound by all the terms and conditions of the Professional Service Agreement.

Proponents are required to provide information on primary subcontractors and suppliers who will be retained for the performance of this Agreement.

10. Assignment of Agreement

The Successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this agreement or his/her right, title or interest therein, or his power to execute such agreement, to any other person, company or Town, without the previous consent, in writing, of the Town's officials, which consent shall not be unreasonably withheld.

11. Laws and Regulations

The Successful Proponent shall apply and pay for all necessary permits, licenses, approvals and consents required for the execution of the work.

The Successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the Professional Service Agreement.

12. Cancellation

The Town reserves the right to immediately terminate the Agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

The Town shall provide written notice of termination.

13. Errors and Omissions

The Town of St. Marys shall not be held liable for any errors or omissions in any part of this RFP. It is understood, acknowledged and agreed that while this Request for Proposal includes specific requirements and specifications, and while the Municipality has used considerable efforts to ensure an accurate representation of information in this Proposal, the information contained in the RFP is supplied solely as a guideline for respondents. The information is not guaranteed by the Municipality to be accurate, nor necessarily comprehensive or exhaustive.

Nothing in the Proposal is intended to relieve the proponents from forming their own opinions and conclusions with respect to the matters addressed in the Proposal. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.



Form of Proposal

1. Proponent Information

Company Name (hereinafter called the "Proponent"): _____

Mailing Address: _____

Email Address: _____

Phone Number: _____ Alt Number: _____

Website: _____ WSIB Account #: _____

HST Account #: _____ Years in Service: _____

Proponent's Representative: _____

Authorizing Signature, Authority and Title: _____

2. Acknowledgement to Receipt of Addenda

This will acknowledge receipt of the following addenda and, that the fee includes the provision set out in such addenda. Please list the addenda number and the date received by the Proponent.

Example: Addenda #1 received November 2, 2014

- 1) Addenda #1
- 2) Addenda #2
- 3) Addenda #3

Check here if NO Addenda received

THE PROPONENT DECLARES:



1. No person, firm or Town, other than the Proponent, has any interest in this Proposal or in the proposed agreement for which this Proposal is made and to which it relates;
2. This Proposal is made by the Proponent without any connection, knowledge or comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same service, and is in all respects fair and without collusion or fraud;
3. No member of the Municipal Council or any other officer of the Town will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with the *Municipal Conflict of Interest Act*, RSO 1990;
4. The content and requirements of this Proposal document have been read and understood.
5. That if this Proposal is accepted, the Proponent agrees to furnish an approved surety bond for the proper fulfilment of the agreement and to execute the Professional Service Agreement in duplicate within ten (10) days after being notified so to do.
6. All prices are quoted in Canadian funds.

A duly completed copy of the Proponent Information, Reference List and Sub-Contractor Form as stated herein is attached hereto.

DATED _____

SIGNATURE OF WITNESS _____

SIGNATURE OF AUTHORIZING PROPONENT _____

3. Proponent's Experience and References

Please provide three (3) references of accounts that your firm has provided similar service within the last five years. References will be equal in complexity and services requirements as outlined in this Proposal.

The Town reserves the right to contact any and all references. The Town defines a reference as any reference supplied within a Proposal submission, in addition to any others known to the Town.

Project title, type of work, year completed	Client	Contact Name & Phone Number

4. Sub-Contractors (*if any*)

Below is a list of all primary subcontractors and suppliers who will be retained for the performance of this Agreement.

Name and Address	Work to be sub-contracted	Value of work contracted