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**The corporation of
the Township of Terrace Bay**

**Request for Proposal 02-2019**

**Planning COnsulting Services**

Issued: January 25, 2019

Closing Date: February 25, 2019

Closing Time: 12:00PM Local Time

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# INTRODUCTION

Proposals are requested from qualified and experienced, professional municipal planners for the provision of municipal planning and consulting services, as more particularly defined in section 2.1 below (the “Services”) for the Township of Terrace Bay. The Township wishes to enter into a contractual relationship with a planning consultant to fulfil the land-use expertise required at the local level. The Township has had such a relationship in the past, which recently ended due to retirement.

Terrace Bay is located approximately 219 km (by highway) northeast of Thunder Bay and 481 km (by highway) west of Sault Ste. Marie, and along the Trans-Canada Highway (Ontario Highway 17). Terrace Bay is a unique town right from the beginning of its creation. Terrace Bay is a planned community that is only 70 years old. Terrace Bay is a single industry community that has been diversifying its economy for the past 25 years due to its dependence on the forestry industry. The Tourism sector has been a major focus of this community’s economic diversification due to Terrace Bay’s geographic location (located on Highway #17 and on the shore of Lake Superior).

The Township of Terrace Bay has a five-member Council. The Senior Staff consists of a CAO/Clerk, and Senior Management Team that oversee a permanent staff of approximately 20.

The Township appoints a Committee of Adjustment consisting of three members of the public to review planning applications for minor variances. The Committee of Adjustment meets as required pending applications to be heard. The term of the Committee of Adjustment runs with the term of Council.

Council meetings are held twice a month on the first and third Mondays. There may be a requirement to attend if a planning application is on the agenda.

The Township Official Plan was updated in 2015 and the Zoning Bylaw was passed in 2016, with specific amendments in 2017 and 2018.

The Municipality's recent planning file summary is presented below as reference for prospective Proponents' understanding of the level of work required in the Township:

|  |
| --- |
| **Planning Applications 2014-2018** |
| **Year** | **Consent** | **Minor Variance** | **ZBA** | **OPA** | **Plan of Sub./ Condo.** | **Other** | **Totals** |
| **2014** | **0** | **0** | **0** | **0** | **n/a** | **0** | **0** |
| **2015** | **0** | **1** | **0** | **1** | **n/a** | **0** | **2** |
| **2016** | **0** | **3** | **1** | **0** | **0** | **0** | **3** |
| **2017** | **0** | **0** | **0** | **0** | **0** | **0** | **0** |
| **2018** | **0** | **0** | **2** | **0** | **0** | **0** | **2** |

# OBJECTIVES

**2.1 General Scope of Work**

This RFP is to establish a contract between the Township of Terrace Bay and a qualified Municipal Planning Consultant for the provision of the Services on retainer for the Township, in accordance with the standard terms and conditions and specifications contained herein. The intent is to define the costs associated with the provision of the Services for the specified term.

Award of the aforementioned contact, if any, will be at the sole discretion of the Township of Terrace Bay based on the most qualified proponent providing the greatest overall benefit to the Municipality while meeting the requirements of this RFP, but the Proposal selected, if any, will not necessarily be the one offering the lowest price. Pricing is one of many factors the Township will use in determining the whether a contract is entered into by th Township for the above noted services.

The Services are being sought in order to provide opinion and recommendation on various land use planning, and community planning practice areas relating to the Township, which include, but are not limited to the following:

1. Maintain an accurate understanding of the Township’s; Official Plan, Zoning By-Law and other relevant municipal plans and policies;
2. Provide planning advice/recommendations to Town staff, members of the public and proponents.
3. 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 Council so that they can comply with statutory decision deadlines;
4. Review and prepare reports and make recommendations on Official Plan amendments, Zoning By-Law amendments, any Draft Plan of Subdivision/Condominium applications; minor variances and other land use applications;
5. Make appropriate reports and presentations before the Committee of Adjustment and Council as required;
6. Assist Staff and or Council with respect to investigations and violations of zoning by-law or other relevant planning by-laws or policies;
7. Assist staff with the coordination and processing of various land use planning processes;
8. Represent the Town for litigation and/or OMB hearings, as required;
9. attend meetings to provide or present information, including but not limited to internal staff meetings; meeting
10. Represent the Township to all outside bodies, residents and applicants in a respectful and professional manner.
11. Be knowledgeable of provincial planning legislation as related to Township planning matters.

# TERM OF CONTRACT

**3.1 Contract Term and Start Date**

The contract for Services, if any, will begin in March 2019 and will be for a Two (2) year term with a possible extension of two (2) years.

# PROPOSAL EVALUATION CRITERIA

**4.1 Review Committee**

The CAO/Clerk will determine the which administration staff will form part of the review committee and Council will appoint no more than (2) two members to review submissions received in response to this RFP. Following said review, and subject to the Township receiving responses to this RFP that it is willing to accept, in its sole discretion, the CAO/Clerk will prepare a recommendation report to Council with respect to the award of the contract for the Services.

**4.2 Evaluation Criteria**

All Proposals will be evaluated by Terrace Bay in its sole discretion on the basis of the information provided by the Proponent in its Proposal. Each Proposal will be reviewed to assess compliance with the requirements set out in this RFP. Evaluation results will be the property of the Municipality. The Municipality does not intend to disclose details of the evaluation results under any circumstances.

# SUBMISSION FORMAT

**5.1 General**

Proposal must be submitted in hard copy. All entries shall be clear and legible and made in a non-erasable medium and signed in ink.

Proposals may be mailed, couriered or hand-delivered to the appropriate location. The Township will not accept electronic or digitally transmitted submissions, which are not also provided in hard copy.

Proposals must include and repeat the same headings as listed and topic sequence:

**5.2 Experience, Qualifications, Project Management**

1. 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.
2. Information is required of the makeup of staff including skills and qualifications. Identify key individuals that will be working on projects by name and title. Resumes of key personnel to be performing planning functions for the Township, including education and professional certifications should be included.
3. Demonstrate experience providing municipal planning services in climates similar to Northern Ontario.

**5.3 Budget and Cost**

1. 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 Township. 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).
2. 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.
3. Please include a description of the method of accounting for time and expenses, as well as preferred schedule(s) and method of payment.

**5.4 References**

1. 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 Township. 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 Township of Terrace Bay may contact any or all the references provided in its evaluation of the proposal.

**5.5 Submission General Conditions**

**1) Disqualification**

The Township 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 may be rejected as incomplete.

**2) 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.

**3) Addenda**

If the Township determines that an amendment is required to this RFP, the Township will send an electronic copy of the written addendum to each proponent that submits a proposal.

**4) 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.

**5) Amendments to Proposals**

Proposals may be amended in writing and delivered to the closing location before the closing time. Such amendments should be signed by the authorized signatory of the Proponent and hand delivered to the CAO/Clerk.

**6) Clarification of Submissions by the Municipality**

To assist in the examination, evaluation and comparison of submissions, the Municipality may, at its discretion, ask the proponent for clarification of its proposal. 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.

# SUBMISSION INSTRUCTIONS

**6.1 Address for Submission of Proposals**

Proponents are to provide three (3) hard copies of their proposal, plus one electronic version on DVD or USB flash drive in a sealed package, clearly identified as to the contents and addressed to:

PROPOSAL SUBMISSION FOR:

**Terrace Bay Planning Consulting Services**

**The Corporation of the Township of Terrace Bay**

**ATTN: Jonathan Hall, CAO/Clerk**

**P.O. Box 40, 1 Selkirk Avenue**

**Terrace Bay, Ontario, Canada P0T 2W0**

**6.2 Closing Time for Submission of Proposals**

Proposals must be received no later than 12:00pm local time (EST) on February 25, 2019

**6.3 Inquiries from Proponents**

Proponents are to direct all inquiries (in email only) to:

Jon Hall, CAO/Clerk

Township of Terrace Bay

Email: cao@terracebay.ca

# PROPOSAL AWARD

The Corporation of the Township of Terrace Bay reserves the right to accept or reject any or all proposals. There shall be no obligation of Terrace Bay to proceed with work set out in a Proposal, if accepted, until an Agreement is executed by the Township and the Successful Proponent. Any proposals prepared in response to this RFP shall be prepared at the cost of the proponent.

The successful proponent, if any, will be notified by the Township via mail.

# GENERAL TERMS AND CONDITIONS

**8.1 Confidentiality**

Material provided to Proponent by the Township must be kept confidential (unless already identified as public documents) including records and information relating to this work. All correspondence, documentation, and information provided by the Township to the Proponent in connection with this RFP, or the acceptance of any proposal, remains the property of the Township. All documents shall subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Any documents and information provided to the Proponent by the Township shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related commitments.

**8.2 Conflict of Interest**

In its Proposal, the Proponent shall disclose to the Township any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Township may, at its discretion, refuse to consider the Proposal. If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the Township. If the Township requests, the Proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

**8.3 Costs Incurred by Proponents**

All costs and expenses incurred in the preparation and submission of proposals shall be borne by the Proponent. No payment will be made for any proposals received, or for any other effort required of or made by the Proponent prior to the commencement of work defined by the proposal approved by the Township. There shall be no direct payment for the preparation and submission of Proposals, or to attend interviews in response to this Request for Proposal.

Every effort will be made to accommodate interviews by conference call and/or Skype where appropriate to minimize any related costs to the Proponent.

**8.4 Errors and/or Omissions**

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendation is required. Minor items not herein specified, but obviously required, shall be provided as if specified. The Proponent shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this RFP shall not relieve a proponent of the responsibility of providing the required services if a Proposal is accepted and provide a contract is executed between the Proponent and the Township.

**8.5 Influence**

Proponents and their agents will not contact any member of the Township Council or Township Staff with respect to this RFP, other than the Township Representatives as named within this document. Any person, company, corporation, or organization that attempts to influence the outcome of any Township purchasing or hiring process shall be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension from this or other works with the Township.

**8.6 Indemnity**

The successful proponent, if any, will indemnify and save harmless Terrace Bay, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Township at any time or times, where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the successful proponent , or by any servant, employee, officer, director or subcontractor of the successful proponent pursuant to the contract executed by the Township and the successful proponent, if any.

**8.7 Insurance**

The contract may contain a provision that the successful proponent, if any will without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability in an amount not less than $5,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of Ontario and in the forms and amounts acceptable to the Township . All required insurance will be endorsed to provide the Township with thirty (30) days advance written notice of cancellation or material change. The contractor will, on demand, provide the Township with evidence of the required insurance.

**8.8 Non-Collusion**

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Township discovers there has been a breach of this requirement at any time, the Township may not consider a proposal or execute an agreement with the successful proponent, if any.

**8.9 Assignment of Agreement**

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey,

sublet or otherwise dispose of the contract, if one is awarded, or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Municipality.

**8.10 Ownership of Proposals and Freedom of Information**

All proposals submitted to the Township become the property of the Township and as such are subject to disclosure under Ontario’s *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). By submitting a proposal, the proponent agrees to public disclosure of its contents as required under this Act. The Proponent’s name at a minimum shall be made public on request. Any information the Proponent considers “personal information” because of its proprietary nature should be marked as “confidential” and will be subject to appropriate consideration as defined within the Act.

**8.11 Accessibility**

The Township of Terrace Bay is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public. The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.