

Request for Proposal

RFP #PLN-2021-01



FOR LAND USE PLANNING CONSULTATION SERVICES FOR THE COUNTY OF MIDDLESEX

Deadline for Receipt of Request for Proposal Submissions: May 20, 2021 by 12:00 p.m. noon (local time) only if the sealed submissions are delivered to the County Receptionist via the mail slot at the County Building, 399 Ridout Street North, London, ON N6A 2P1.

It is noted that as a result of COVID-19 pandemic the County Administration Office is closed to the public. Mail can be received at any time through a mail slot but in person dropping off of materials can only occur Mondays and Thursdays 08:30 – 12:00 Hours only. If dropping in person, please call the number on the outer door 519-434-7321 and advise the receptionist.

Administrator for this Project is:

Durk Vanderwerff, Director of Planning - dvanderwerff@middlesex.ca
399 Ridout Street N. London, ON N6A 2P1
T: (519) 434-7321 • F: (519) 434-0638

REQUESTS FOR PROPOSALS RECEIVED LATE WILL NOT BE ACCEPTED

1) **DEFINITIONS AND INTERPRETATIONS**

In this Request for Proposal, in addition to terms defined elsewhere in this Request for Proposal, the following terms have the following meanings:

- 1.1 **“Addenda or Addendum”** means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.
- 1.2 **“Administrator”** means Durk Vanderwerff, Director of Planning of the County.
- 1.3 **“Authorized Person”** means;
 - i. For a Proponent who is an individual or sole proprietor that person.
 - ii. For a Proponent which is a partnership, any authorized partner of the Proponent.
 - iii. For a Proponent which is a corporation:
 - a. any officer or director of the corporation; and
 - b. any person whose name and signature has been entered on the document submitted with the Request for Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the submission, whether that person is or is not an officer or director.
 - iv. For a Proponent that is a joint venture, the submission shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint venture's.
- 1.4 **“Award”** means that the County reserves the right to declare an award to a maximum of two (2) successful Proponents pursuant to the Evaluation Criteria of this RFP (section 6). In the event there are up to a maximum of two (2) successful Proponent(s) to this RFP, the award to a successful Proponent(s) is a recommendation by the Administrator for the successful Proponent(s) to enjoy the ability of being able to discuss a potential Agreement to provide the Services with respect to the Project with County Council, which County Council ultimately may approve or disapprove.
- 1.5 **“Client”** means any person who will endorse a contract. This could be the County who has entered into a contract with the successful Proponent(s) resulting from this RFP. The Client has the power or right to provide orders or decisions;
- 1.6 **“Closing Date and Time”** means 12:00 p.m. noon on May 20, 2021.
- 1.7 **“Consultant Pool”** means that the County reserves the right to declare an Award to one (1) or up to a maximum of two (2) Proponents to negotiate a potential Contract for Planning Consultation Services that would potentially form the consultant pool, which may be approved by the County's Council in its discretion. The County's Director of Planning can assign tasks, projects, and assignments in his sole discretion to either

selected potential Consultant(s) to undertake Land Use Planning Consultant Services.

- 1.8 **“Cooperative Purchasing Agreement”** means that during the Term of the Project, the County has the authority to enter into a potential contract for Services with a Respondent which will allow the any of the eight Local Municipalities, if they choose, to attach to the County’s procurement processes.
- 1.9 **“County” or “County of Middlesex”** means the Corporation of the County of Middlesex.
- 1.10 **“County Council”** means Council for the Corporation of the County of Middlesex.
- 1.11 **“Mandatory Requirement”** has the meaning described in section 3(a) of this Request for Proposal.
- 1.12 **“Local Municipalities”** means any of the following eight (8) lower-tier local municipalities within the County of Middlesex: the Township of Adelaide Metcalfe, the Township of Lucan Biddulph, the Municipality of Middlesex Centre, the Municipality of Strathroy-Caradoc, the Municipality of North Middlesex, the Municipality of Southwest Middlesex, the Municipality of Thames Centre and the Village of Newbury.
- 1.13 **“Municipal Act”** means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended or replaced.
- 1.14 **“Municipal Freedom of Information and Protection of Privacy Act” or “MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, as amended or replaced.
- 1.15 **“Proponent”** means any person or entity providing a proposal in response to this RFP.
- 1.16 **“Proposal”** means the Response in the form prescribed by this Request for Proposal Document and completed and submitted by a Proponent in response to and in compliance with the Request for Proposal.
- 1.17 **“Rated Requirement”** has the meaning described in section 3(b) of this Request for Proposal.
- 1.18 **“Request for Proposal or RFP”** means this document inclusive of all definitions and provisions contained therein.
- 1.19 **“RFP Submission”** means a submission made by a respondent to this RFP.
- 1.20 **“Services” or “Project”** means all of the requirements identified in this RFP, provided for in Proposals, and which may be incorporated into a

potential Agreement to provide the Services with respect to this Project, at the discretion of County Council.

1.21 “Substantial Compliance” has the meaning as set out in section 3(c) of this Request for Proposal.

1.22 “Successful Proponent(s)” means a Proponent which based on its Proposal, receives a recommendation by the Evaluation Committee and/or Administrator to be able to discuss a potential Agreement for consultation Services with the County of Middlesex.

2) BACKGROUND AND SCOPE OF THE WORK

2.1 Background

- a) The County of Middlesex is a vibrant upper-tier municipality located in Southwestern Ontario offering a thriving business climate, easy access to transportation routes, and quality of life. County of Middlesex is comprised of unique villages, towns and rural communities that have great attractions for residents and tourists.
- b) The County of Middlesex Planning Department (“Department”) undertakes land use planning for the County and eight (8) Local Municipalities. This includes the Approval Authority role for County Council as well as local planning services to the eight (8) Local Municipalities including development review, policy planning, and special projects. The Department has a team of planners and technicians that provide land use planning services.
- c) The County of Middlesex is experiencing significant development activity beyond historic levels and therefore is seeking the services of a consultant to provide Land Use Planning Consultant Services. There are times when additional supports are necessary to backstop staff due to workload constraints, the transition of staff, or when specialized skills for land use planning special project work are needed.
- d) The County of Middlesex is a diverse and growing community facing urban and rural land use planning issues. It is important to note that the qualifications of the consultants must include a strong agricultural, small town, and rural basis and background. The project team must include qualified professionals including those that are Registered Professional Planners (RPP).

2.2 Scope of Work and Opportunity

- a) The purpose of this RFP is for the County to be able to identify the existence of interested planning consultants which possess the minimum qualifications set out herein for the Project who will be eligible to provide responding submissions to the RFP (subject to

modification or cancellation at the County's sole and absolute discretion).

- b) The scope of this RFP is for the County to retain a Consultant Pool of up to a maximum of two (2) consultants on an 'as needed' and/or 'project-by-project' basis, and the specifics of each individual Project are to be agreed upon (outlining the scope of work, estimated time, and schedule) between the Contractor and the County's Director of Planning prior to initiating an individual Project. The County's Director of Planning can assign tasks, projects, and assignments in his sole discretion to either selected Consultant to undertake Land Use Planning Consultant Services.
- c) The County is seeking Proposals of consultants that can provide the Services required with a high level of service at a competitive price. Single proposals are acceptable as are multidisciplinary / consortium proposals.
- d) Due to the nature of the development industry, the County cannot provide a guarantee regarding the level of activity, projects, and assistance required, and there is no minimum activity or value of work for a selected Consultant. The County has a thirty thousand dollar (\$30,000.00) budget of total Project work, which shall be allocated between the Consultant Pool at the sole discretion of the County's Director of Planning, and the said budget represents the maximum and upset limit. There is no minimum contract value for either potential Consultant selected to be in the Consultant Pool. The upset limit is only subject to change at County Council's discretion in writing.
- e) The Land Use Planning Consulting Services include the undertaking of policy special projects, project oversight, professional land use planning opinion, writing of planning reports, and assisting staff, the public, and developers with planning enquiries and *Planning Act* development applications.
- f) The County's first Project is planned to be issued on or around June 1, 2021, subject to modification or cancellation at the County's sole and absolute discretion.
- g) The successful Proponent will possess the requisite technical skills to deal with the complex matters to be addressed in the below noted tasks and will be required to work directly with Municipal staff, the public, agencies and stakeholders in a professional manner. To do this, we are interested in consultants which, in addition to technical qualifications, exhibits such skills as timeliness, diplomacy, tact, and strong communication ability (both written and verbal). The Proponent shall outline the measures that it has in place to ensure the quality of the deliverables and that they will meet the needs of the County.

2.3 Term of Potential Contract

- a) The term of a potential contract is a one-year term, commencing on or about June 1, 2021 to May 31, 2022. The County in its discretion may extend the contract up to an additional one (1) year upon mutual agreement between all parties in writing.

3) PROPOSAL CONTENT AND DOCTRINE OF SUBSTANTIAL COMPLIANCE

This RFP includes both mandatory and rated requirements. The County requests RFP proposals which:

- i. confirm and demonstrate compliance with all of the stated mandatory requirements; and
- ii. should address or respond to each of the stated rated requirements.

a) Mandatory Requirements

Mandatory requirements are expressed in this RFP using terms such as “must” or “shall” and are followed by the letter **(M)** in section 5 of this RFP. These mandatory requirements will be understood to constitute imperative requirements of the County with respect to this RFP. Proponents are required to provide a clear response to each mandatory requirement item in their Proposals. If a mandatory requirement is not provided in an RFP submission, that Proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Evaluation Criteria (see Evaluation Methodology in section 6 of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the County in its sole and absolute discretion.

*Note to Proponents: if a mandatory requirement is not technically feasible, not in line with industry standards, or contradicts other requirements, the Proponent should state so in writing to the Administrator (dvanderwerff@middlesex.ca) on or before **May 14, 2021, at 12:00 p.m.** such that the concern may reasonably be addressed by the County of Middlesex at its sole and absolute discretion through an Addendum, pursuant to section 8a of this RFP.*

b) Rated Requirements

Proposals will be evaluated and scored pursuant to the Evaluation Methodology set out in section 6 of this RFP. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the County’s needs based on a “best overall value.” Rated requirements in this RFP are followed by the letter **(R)** in section 5(b) of this RFP and will be assessed/scored by the County in accordance with the Rated Requirements Best Evaluation Criteria set out in section 6(c) of this RFP.

Note to Proponents: It is essential that proposals are stated in a clear and concise manner. Failure to provide complete information as requested will be to the Proponent’s disadvantage.

c) Doctrine of Substantial Compliance

While it remains the County's prerogative in its absolute and sole discretion to exclude any Proposal from further evaluation or consideration for having failed to meet a mandatory requirement, the County nevertheless reserves the right in its absolute and sole election to determine that a Proposal substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed or the Proposal itself:

- i. accomplishes a mandatory requirement using an alternative method than that envisaged by the County; and
- ii. the degree that the Proposal is apparently non-compliant with the specified requirement is considered by the County to be minor and not material to the overall procurement intent of this RFP.

4) AWARD, POTENTIAL CONTRACTUAL DISCUSSIONS and TERM OF POTENTIAL CONTRACT

- i. The County reserves the right to accept or reject any and or all RFP Submissions and/or to cancel this RFP in its entirety either prior to the receipt of RFP Submissions, after the receipt of RFP Submissions, or after declaring an Award without providing reasons, should such be determined by County Council to be in its best interest of the County in its sole and absolute discretion. Should only one RFP Submission be received, the County reserves the right to reject it.
- ii. The County reserves the right to declare an Award to one (1) or up to a maximum of two (2) Proponents to negotiate a potential Contract for Planning Consultation Services that would potentially form the Consultant Pool, which may be approved by the County's Council in its discretion. The County reserves the right to accept or reject any and or all RFP Submissions and/or to cancel this RFP in its entirety either prior to the receipt of RFP Submissions, after the receipt of RFP Submissions, or after declaring an Award without providing reasons, should such be determined by County Council to be in its best interest of the County in its sole and absolute discretion. Should only one RFP Submission be received, the County reserves the right to reject it.
- iii. RFP Submissions made to this RFP does not constitute the acceptance of a contract with the County. The County does not guarantee that any RFP Submission will lead to an Award to exclusively attempt to negotiate a potential Contract for Planning Consultation Services or that any respondent to this RFP who does receive an Award will subsequently succeed in entering into a Contract for Planning Consultation Services approved by the County's Council. In the event an Award is conferred in response to RFP Submissions, the Award is the right to attempt to negotiate a potential Contract for Planning Consultation Services which may be approved by the County's Council.
- iv. In the event an Award(s) is conferred by the County to this RFP but the end result of negotiations is not a Contract for Planning Consultation Services

approved by the County Council, the County reserves the right and ability to commence negotiations with the next highest scoring respondents' submission to this RFP.

- v. Each submission of an executed RFP Proposal is deemed an irrevocable offer which may be accepted, at the sole discretion of the County and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the County including but not limited to those set out herein.
- vi. Regardless of whether or not an Award(s) is conferred by the County pursuant to this RFP and in the event that no Contract for Planning Consultation Services is approved by the County Council for whatever reason, the respondent in endorsing the RFP Response Form to this RFP does hereby acknowledge that no damages or liability flow from any inability for an Contract for Planning Consultation Services to be reached and does hereby release and hold completely harmless the County, its Warden, Councillors, officers, directors, employees, legal counsel and agents from any costs, expenses or damages incurred by the bidder in preparing an RFP or negotiating with the County.
- vii. This RFP does not preclude the County from hiring more than one Consultant in response to this RFP nor any consultant subject to any other hiring process, at any time, during the course of the term of a potential contract.
- viii. The County may, in its sole discretion, disqualify a proposal or cancel the decision to make an award under this RFP, at any time prior to the execution of the Agreement by the County, if,
 - 1. the Proponent fails to cooperate in any attempt by the County to verify any information provided by the Proponent in its Proposal;
 - 2. the Proponent contravenes one Proposal per Person or Entity;
 - 3. the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
 - 4. the Proposal contains false or misleading information;
 - 5. the Proposal, in the opinion of the County, reveals a material conflict of interest; and
 - 6. the Proponent misrepresents any information contained in its Proposal.

5) MANDATORY AND RATED REQUIREMENTS OF THIS RFP

a) Mandatory Requirements (M)

Proposals **must (M)** at minimum, provide the following information and shall be submitted in the same sequence in order to be considered responsive:

- i. A written response no longer than eight (8) pages in length explaining how its response meets all of the mandatory requirements listed in section 5;

- ii. A description of the ability of the Proponent to undertake Land Use Planning Services based on knowledge of Provincial policies, guidelines, standards and practices;
- iii. A description of what would be entailed in performing Land Use Planning Services and the ability to offer a full scope of Land Use Planning Services;
- iv. The qualifications and experience of assigned personnel, with an emphasis on those that are Registered Professional Planners (RPP) with a strong agricultural, small town, and rural experience, as well as a description of expertise in disciplines of planning including development control, policy, agriculture, etc.;
- v. Outline the level of supports available, if any, to the personnel assigned from other professionals;
- vi. How Land Use Planning Services would be undertaken in a consistent and timely fashion (i.e. 30 days) given the approvals timelines in the *Planning Act* and the unpredictable nature of the development approval process; and
- vii. The Proposal shall identify any recent or ongoing work in the County that could present a conflict of interest for a bidder and an indication of how such situation would be overcome. This would include any current or recent (12 months) private sector clients that have files / applications within the County of Middlesex. The County retains the right to disqualify any bidder from a particular project if it will result in an unavoidable conflict of interest. It is noted that the Ontario Professional Planners Institute Professional Code of Practice will be considered the minimum basis for consideration of potential conflict of interest.

b) Strength of Mandatory Requirements (R)

How strongly, creatively, and the ease at which the characteristics of the mandatory requirements meet the specific characteristics of the mandatory features (5a above) and meet the County's intention and needs stated in section 2 of this RFP will be rated **(R)** pursuant to the Rated Requirements Best Value Evaluation Criteria set out in section 6(c) of this RFP.

c) Pricing Model (M)(R)

The Proposed pricing model in each Proposal submitted must include the following:

- i. Include an hourly rate cost model that may be incorporated into a contract based on the mandatory requirements in section 5(a).
- ii. Outline of the cost of consulting services with details as to the method and basis of compensation including a breakdown of overall cost including all fees and other charges; and

- iii. The hourly charge-out rate for undertaking any necessary Land Use Planning Services for all personnel assigned to Land Use Planning Services and any other charges.
- iv. All rates must be stated in Canadian funds.
- v. H.S.T. shall not be included and shown as an extra.
- vi. The rates shall be effective for the duration of the Term.

d) Experience and Qualifications (M)(R)

Proponents must provide three (3) references that the County may contact. Proponents must provide a short description of their current and past experience in providing similar small town/rural Planning Services for other clients. As well, please provide three (3) examples of current work that you are particularly proud of.

e) RFP Response Form (Acknowledgement) (M)

A completed and endorsed RFP Response Form must be submitted in the RFP submission envelope by the deadline for receipt of proposals.

Important Note: Any RFP Submissions which do not include an endorsed RFP Response Form shall be considered non-compliant with this RFP and will not be considered.

6) EVALUATION METHODOLOGY

a) Administrator Review

Proposals will first be examined by the County Administrator. The County Administrator will work through the method found in this section to make a recommendation of one (1) to a maximum of two (2) top-scored successful Proposals, and provide this recommendation to County Council for a decision in its sole discretion. By responding to this RFP, Proponents acknowledge that the Administrator is solely responsible for recommending the Successful Proponent(s).

b) Evaluation Overview

The aim of the County Administrator will be to select one (1) to a maximum of two (2) top-scored Proposal(s), which in its opinion and discretion, meets the County's requirements under this RFP and provides the best overall value of services with respect to the Project. The Proposal(s) selected, if any, will not necessarily be the one offering the overall lowest fees or cost (pricing). Pricing is only one of the components that will be used to determine the best overall value for the County with respect to the Project. The County shall base its selection of a successful Proponent(s) based on a combination of technical merit and price. The maximum technical score that can be obtained from this RFP is 100 points. To the County's sole discretion, a Proponent's highest technical score with respect to the rated

requirements and mandatory requirements shall be scored as most favourable. The successful Proponent(s) is the Proposal scoring the highest Total Points as a result of applying the Best Value Calculations to the rated requirements contained in this RFP. Should one (1) to a maximum of two (2) Proposals be recommended by the Administrator to County Council for a decision its discretion, the recommended Proposal(s) shall be the highest rated Proposals.

c) Examination for Compliance with Mandatory (M) Requirements

Proposals will first be examined for compliance with the mandatory requirements of this RFP. If a mandatory requirement is not provided in a Proposal, that Proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (section 6)c) of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the County in its sole and absolute discretion.

d) Rated (R) Requirements Evaluation Criteria

The rated requirements of compliant proposals will be evaluated under the Rated Requirements Evaluation Criteria provided in the table below. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the County's needs based on a "best overall value" rated formula.

The Proposal with includes the lowest cost or any Proposal at all will not necessarily be accepted by the County. The basis for selection of a potential Proposal(s) for negotiations with the County's Council will be the Proposal that provides the best overall value as determined by the exercise of the Rated Requirements Best Value Evaluation Criteria. In the event a proposal is selected by County Administrative staff and/or the Evaluation Committee, the Award is a recommendation for the proponent to be able to negotiate a potential contract with Council.

The County reserves the right to accept or reject any and or all Proposals and/or to cancel this RFP in its entirety for final cancellation or potential reissue either in advance of or following the receipt of Proposals without providing reasons should such be determined by the County in its sole and absolute discretion to be in its best interest. Should only one Proposal be received, the County reserves the right to reject it.

All qualified Proposal submissions will be reviewed and evaluated. Additional clarification may be requested if necessary.

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA	EVALUATION WEIGHING
1.	Strength of Mandatory Requirements (as per the requirements of section 5(a))	40%
2.	Experience and Qualifications (including quality of references as per the requirements of section 5(d))	30%
3.	Proposed Pricing Model (as per the requirements of section 5(c))	30%
Total		100%

e) Tied Proposals

In the event two (2) Proposals are tied following the County's Evaluation Methodology pursuant to section 6, the Award decision will be decided by a coin toss. At the County's discretion, the coin toss shall be conducted either in-person or electronically, and will be in the presence of a County staff member and a delegate member from each submitted Proposal. Prior to the coin toss, Proponents will be requested to review and sign a *Coin Toss Agreement*, which will confirm the coin toss particulars, and the Proponents shall agree to abide by the process and result, and shall release and hold completely harmless the County for any costs or damages incurred by the Proponent in preparing a Proposal or negotiating with the County.

f) Presentation and Interview

Should the County elect to request interviews of any Proponents, the County may have, at a minimum, the three (3) highest scoring Proponents attend an interview to present the evaluation team with additional insight into the Proponent's ability to meet the requirements as requested in the RFP. The County reserves the right to interview more or fewer than three (3) Proponents based on the scoring results, including not engaging any interviews whatsoever. Presentations shall follow this general format:

- i. Introduction of Proponents Project Team (5 minutes)
- ii. Proponent Presentation of the Proposal (10 minutes)
- iii. Questions from Interview Committee (10 minutes)
- iv. Questions from Proponents (5 minutes)

The Proponents will be notified of the final format and exact date and time for interviews presentations in advance if they occur. For the interview portion of the evaluation (if required), the County will be using the rating criteria shown below and will evaluate each short-listed Proponent only.

7) ADDITIONAL GENERAL CONDITIONS OF THIS RFP

a) General Conditions

Every Mandatory Requirement and other right reserved in this RFP by the County, regardless of whether not it is expressed to be a condition, shall be deemed to be a condition to this RFP.

b) Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing the Services with respect to this Project. Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the County. Any potential conflicts of interest in which a Proponent may have with the County or any employee of the County will be identified and described in detail in the Proposal of each proponent.

c) Indemnity and Insurance Acknowledgement

The Proponent in submitting a Proposal hereby acknowledges that in the event it/he/she were to enter into a potential contract with the County, it would be required to confirm in the contract that it does hereby:

- i) Be fully responsible for its/his/her Services with respect to the Project and this RFP;
- ii) fully release, indemnify, hold completely harmless, and agree to defend the County, its elected officials, Councillors, officers, legal counsel, employees, contractors and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever at law or in equity brought against, suffered by or imposed to the extent the Proponent is legally liable as a result of bodily injury, sickness, disease or death or to damage to or destruction of property including loss of revenue or incurred expense resulting from the Service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, breach of contract, fraud or willful misconduct of the Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the Services;
- iii) carry a Commercial General Liability Insurance policy on an occurrence basis in an amount and with appropriate policy coverage as determined to be appropriate by the County;
- iv) carry professional liability insurance covering the work and services with an amount and with appropriate policy coverage as determined to be appropriate by the County;
- v) carry a WSIB Clearance Certificate; and
- vi) carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its services in an amount determined to be

appropriate by the County which is underwritten by an insurer licensed to conduct business in the Province of Ontario – such policy to be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract.

d) Subcontracting and Assignment

The Proponent acknowledges that in any potential contract with the County, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the County. At all times throughout the term of a potential contract, including any renewals, the County shall communicate and respond directly with the Proponent.

e) Cooperative Purchasing - Local Municipalities

Land Use Planning Services are provided within the County through a cooperative service model between the County and the eight (8) Local Municipalities. There are times where Local Municipalities may wish to undertake Land Use Planning Special Projects in addition to those that can be provided by the County.

The Proponent acknowledges that during the Term of this Project if a successful Proponent(s) are selected by the County, the eight (8) Local Municipalities are entitled to take advantage of this particular RFP Project, without the need to negotiate additional terms, conditions or pricing, subject to the arrangement being mutually agreed upon between the interested Local Municipality and the successful Proponent(s).

With the above understanding comes the realization that if other Local Municipalities within the County do join the potential County contract on a cooperative purchasing basis, then the total dollar volume resulting from any potential contract could prove to be higher than suggested in this document.

f) Agreement

A written contractual Agreement, prepared by the County shall be executed by the County and the successful Proponent(s) if the terms are mutually agreeable to all Parties. There is no guarantee that County Council will enter into any Agreement.

g) Compliance with the *Accessibility for Ontario with Disabilities Act, 2005*

The Proponent shall ensure that all its employees and agents receive training regarding accessibility as outlined in the Accessible Customer Service Standard (Ontario Regulation 429/07) and the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11). The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

h) Record and Reputation

Without limiting or restricting any other right or privilege of the County and regardless of whether or not a Proposal or a Proponent otherwise satisfies the

requirements of this RFP, the County may disqualify any Proposal from any Proponent, where;

- i. Litigation with the County;
- ii. The failure of the Proponent to pay, in full, all outstanding accounts due to the County by the Proponent after the County has made demand for payment;
- iii. The refusal to follow reasonable directions of the County or to cure a default under a contract with the County as and when required by the County or the County's representatives;
- iv. The Proponent has previously refused to perform or to complete performance of contracted work with the County after the Proponent was awarded the contract;
- v. Act(s) or omission(s) of the Proponent has resulted in a claim by the County under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on an RFP within the previous five (5) years.

8) ADDITIONAL SPECIAL CONDITIONS OF THIS RFP

a) Addenda

The County at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals (**May 20, 2021 at 12:00 p.m.**).

The Administrator will issue changes to the RFP Documents, which may include amendments to the submission deadline or changes in the Scope of Work or Qualifications of Proponents, by addendum only. No other statement, whether oral or written, made by the County will amend the RFP Documents.

The Proponent shall not rely on any information or instructions from the County or a County representative except the RFP Documents and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the County. Proponents may in writing seek confirmation of the number of addendum issued under this RFP in writing to the Administrator, Durk Vanderwerff, by email: dvanderwerff@middlesex.ca

The Proponent shall acknowledge receipt of all addenda on the Form of Proposal – Declaration Form. Failure to complete the acknowledgement may result in rejection of the Proposal.

Amendments or changes to this RFP 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 Administrator. Any addenda will be distributed through www.middlesex.ca. It is the Proponent's sole responsibility to check the County website regularly to inform themselves of any posted addendum. The County makes no promise or guarantee that addenda will be delivered by any means to any proponent. By submitting a Proposal submission in response to this RFP, the proponent acknowledges and agrees that the addenda shall only be posted on

www.middlesex.ca and it is the sole responsibility of the proponent to check this web site for said addenda.

b) Question Period

Each Proponent must satisfy himself/herself by a personal study of the RFP documents. 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. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the RFP.

Inquiries regarding the Request for Proposal process or format of the response must be directed, in writing to Administrator, Durk Vanderwerff, by email: dvanderwerff@middlesex.ca

All clarification requests are to be sent in writing to the Administrator noted above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all interested parties. Inquiries must not be directed to other County employees or elected officials. **Directing inquiries to other than the Administrator may result in your submission being rejected. Inquiries received after May 14, 2021 at 12:00 p.m. will NOT be given any consideration.**

c) Ownership

The Proponent hereby agrees that in the event a contract is endorsed between the County and it/him/herself, it/he/she shall transfer, assign and convey to the County all of the Consultant's right, title, interest and ownership in and to all information collected, documents and all other deliverables (hereinafter the "Intellectual Property") produced for the Project.

d) Confidentiality/Freedom of Information

The Proponent acknowledges that any and all information relating to the business and affairs of the County which is not a matter of public record are confidential and that in the event it is able to negotiate a contract with the County, any agreement with the County will include a confidentiality clause requiring the strict protection of such confidentiality by the Proponent. All documentation submitted to the County by proponents pursuant to this RFP is subject to MFIPPA, which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The County's Clerk has been designed to make privacy determinations in accordance with MFIPPA.

Prior to any potential consideration of Proposal(s) at a public municipal Council meeting, the County will attempt to treat all proprietary and personal information contained in Proposals as confidential, so far as such is reasonably allowable by the provisions of MFIPPA, as amended. The County, however, is required upon receiving a Freedom of Information request to release information as reasonably allowable pursuant to MFIPPA legislation or lawful order. The Proponent does hereby fully release and hold harmless the County, including its respective Warden, Councillors, officers, directors, employees, agents, consultants,

representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of information authorized under the provisions of MFIPPA or lawful order.

When Proposals are considered before municipal Council, the Proponent does hereby consent to its Proposal, including all proprietary and personal information contained therein, becoming a part of the public record and being released to the public as part of the public agenda. The Proponent does hereby fully release and hold harmless the County, including its respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in their respective Proposal, including proprietary and personal information, in the event the Proposal is considered at a municipal Council meeting.

9) SUBMISSION OF PROPOSALS AND TIMELINE OF RFP EVENTS

a) Submission of Proposals (M)

Please ensure that submitted Proposal contains the following:

- i. includes the name and contact particulars of the Proponent;
- ii. follows the flow of this RFP document, including numbering and structure.
- iii. include name, contact information, experience and qualifications of all primary team members who will work on this Project.
- iv. two (2) copies submitted along with an electronic version on a USB drive in a readable format such as PDF or MS Word, and delivered to the County Receptionist via the mail slot at the County Building, 399 Ridout Street North, London, ON N6A 2P1, marked "RESPONSE TO RFP FOR LAND USE PLANNING CONSULTATION SERVICES FOR THE COUNTY OF MIDDLESEX". Attn: Durk Vanderwerff, Director of Planning, before 12:00 p.m. (local time) on May 20, 2021.

It is noted that as a result of the COVID-19 pandemic the County Administration Office is closed to the public. Mail can be received at any time through a mail slot but in person dropping off of materials can only occur Mondays and Thursdays 08:30 – 12:00 Hours only. If dropping in person, please call the number on the outer door 519-434-7321 and advise the receptionist. Proposals received at 12:01 p.m. or later, as shown on the stamp by the Reception Desk will be considered late, will be rejected and returned unopened to the respective Proponent. The stamp at the Reception Desk is the official time for the deadline for submission. No other clock or source of time will be recognized when considering the submission date and time of proposals;

- v. If an Award(s) is made and approved by the County's Council, the report recommending such award shall be a matter of public record, unless otherwise determined by the County's Council;
- vi. provide for and addresses all mandatory (M) and rated (R) requirements of this RFP (see Section 5 of the RFP).
- vii. include a copy of an original endorsed RFP Form of Proposal (page 19 of this RFP).
- viii. include a copy of an original endorsed RFP Response Form (page 20 of this RFP).
- ix. include a scanned copy of the original endorsed AODA Contractor Compliance Statement Form (page 21 of this RFP);
- x. Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal prior to the closing time;
- xi. The County shall not be liable for any cost of preparation or presentation of Proposals, and all Proposals and accompanying documents submitted by the Proponent become the property of the County and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any Proposal, nor for the Contract negotiations whether they are successful or unsuccessful;
- xii. The County, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any Proposal, or by reason of any delay in the acceptance of any Proposal; and
- xiii. Failure to include the submission requirements may result in your Proposal being disqualified.

In the event you have any questions with respect to the requirements for the submission of a proposal pursuant to this RFP, you may submit questions as per Section 8b.

b) Timeline of RFP Events

Posting of RFP on County Website	May 3 rd , 2021
Final date for submission of questions	May 14 th , 2021 (12:00 p.m. noon)
RFP Closing Date and Time	May 20 th , 2021 (12:00 p.m. noon)
Evaluation of Proposals and Potential Award of Contract	May 22 nd , 2021 to May 25 th , 2021
Potential Contract Negotiations as per RFP Terms	May 26 th , 2021 to May 28 th , 2021
Anticipated Commencement of Project	June 1 st , 2021

****Please Note: the dates referenced above are an approximation only and are subject to reasonable change at the County's discretion***

FORM OF PROPOSAL

DECLARATION

I/We the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or Corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the proposal.

I/We further declare that all statements, Appendixes, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/We declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the County is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the County's representatives, relative to this proposal.

I/We further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.

I/We further agree in submitting this proposal, we recognize the County may accept any proposal in whole or in part, or elect to reject all proposals.

ACKNOWLEDGEMENT OF ADDENDA

I/We have received and allowed for **ADDENDA NUMBER** _____ in preparing my/our proposal.
(Insert #'s or "none")

Company Name

Signature

Print Name

Note: Failure to sign this page and return with your submission will result in non-acceptance of your submission.

RFP RESPONSE FORM (ACKNOWLEDGEMENT)

Request for Proposal

RFP No. PLN-2021-01

Land Use Planning Consultation Services for the County of Middlesex

I/We have read and understand this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto.

Dated at _____, Ontario this _____ day of _____, 2021.

_____ Name of Proponent (please print)

_____ Address

_____ Telephone

_____ Facsimile

_____ Email

Per: _____ Signature of Proponent

_____ (Name), _____

_____ (Position) I have authority to bind the

_____ (business type)

AODA CONTRACTOR COMPLIANCE STATEMENT FORM

I/We, certify that we are in full compliance with the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) under the *Accessibility for Ontarians with Disabilities Act*, 2005 (AODA) and have provided the necessary training to all staff (employees, agents, volunteers, or others for whom we are responsible).

I/We are required to comply with all relevant/applicable and any future additions or modification to legislation as they become enacted to accessibility standards and regulations.

In accordance with the training requirements of Ontario Regulation 191/11, the training that I/We provided includes the following content:

1. A review of the purpose and requirements of the *Accessibility for Ontarians with Disabilities Act* and the Human Rights Code;
2. The requirements of the Integrated Accessibility Standards Regulation;
3. The requirements of the Accessible Customer Service Standard Regulation;
4. Review of the County Accessibility Policy.

The necessary training will be delivered on an ongoing basis to all new staff (employees, agents, volunteers, or others for whom we are responsible) prior to providing goods or services to, or on behalf of, the County.

I/We shall ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. I/We are to ensure that this information is available to the County, any time during the Term of the Contract.

I/We shall only assign those staff who have successfully completed training in accordance with Ontario Regulation 191/11, to provide services to, or on behalf of, the County.

SIGNED this _____ day of _____, 2021.

Signature

I have the authority to bind the Corporation.

Name and Title (*Print*)

Company Name

Telephone No.

Company Address

Facsimile

E-Mail

Please place this label on the front of the sealed envelope containing your proposal.

FROM:

Contact:



DELIVER PROPOSAL TO:

**The Corporation of the County of Middlesex Building
399 Ridout Street North, London, ON N6A 2P1.
Attention: Durk Vanderwerff, Director of Planning**

It is noted that as a result of COVID-19 pandemic the County Administration Office is closed to the public. Mail can be received at any time through a mail slot but in person dropping off of materials can only occur Mondays and Thursdays 08:30 – 12:00 Hours only. If dropping in person, please call the number on the outer door 519-434-7321 and advise the receptionist.

RFP No.: PLN-2021-01

Description: For Land Use Planning Consultation Services
for the County of Middlesex

Closing Date: May 20, 2021, at 12:00 p.m. (local time)

Late proposals will NOT be accepted!