

CORPORATION OF THE
TOWN OF SMOOTH ROCK FALLS



SMOOTH
ROCK FALLS



*Near north, near perfect.
Presque nord, presque parfaite.*

Request for Proposal
Waterfront Master Plan
Terms of Reference

DEFINITIONS

1. An "**Agreement**" means a legal document that binds the Corporation of the Town of Smooth Rock Falls and the successful proponent to carry-out a project.
2. An "**Authorized Agent**" is a representative of the Proponent who has the authority to enter into an Agreement on behalf of the Proponent to carry-out a project.
3. An "**Award**" is the acceptance of a Proposal in accordance with this Request for Proposal (RFP).
4. A "**Proposal**" is a written offer, received from a person\company in response to an invitation to provide goods and/or services based on a Request for Proposal and the corresponding Terms of Reference.
5. A "**Proponent**" is a Person\Company who submits a Proposal.
6. "**Budget**" refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Town on various operating expenses or capital projects.
7. "**Changer Order**" A written order issued from the Town which changes the scope or specifications of any project.
8. "**Town**" means The Corporation of the Town of Smooth Rock Falls.
9. "**Consultant**" means the provider of a service who, by virtue of professional expertise or service is contracted by the Town to carry-out a project.
10. "**Contract**" means a formal legal Agreement, in writing, between the Town and a person or company to carry-out the project requested by the Town in its Request for Proposal.
11. "**Goods and/or Services**" includes supplies, design, printed publications, equipment, property insurance, maintenance, professional and consulting services and service contracts not otherwise provided for.
12. "**Discretionary**" refers to a requirement that the Town would find valuable and consider desirable for the project being proposed. Instructions and specifications that are requested by the words "should" and/or "may" are "discretionary" and should be responded to in the proposal indicating they are or are not part of the proposal.
13. "**Insurance Certificate**" a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Proponent is insured in accordance with the Town 's requirements.
14. "**Mandatory**" refers to a specification or requirement that the Proponent must include in their Proposal and be capable of performing if they are the awarded the contract to carry-out the project. Instructions and specification that are requested by the words "shall" and/or "will" indicate the requirement is "mandatory".
15. "**Project**" refers to the work, goods and/or service requirements of the Request for Proposal.
16. "**Service Provider**" is the person\company known as the "Consultant" that has been successful in an award of the Proposal and thereby agrees to carry-out the project under the terms of the Request for Proposal.

REQUEST FOR PROPOSAL (RFP)

1.1 WATERFRONT SITE MASTER PLAN DRAFT TERMS OF REFERENCE

The Opportunity

The Town of Smooth Rock Falls (the Town) is seeking proposals from qualified Prime Consultant with expertise in planning, engineering and architecture/design to lead the creation of a Site Master Plan for the Town's "Waterfront Site", which is strategically located on the south side of Highway 11 on the banks of the historic Mattagami River.

These Terms of Reference (TORs) provide background on this opportunity, describe the site and the surrounding context, and defines the scope of work that the Prime Consultant is expected to undertake. The TORs also define the submission requirements in response to this Request for Proposals and other pertinent matters.

Background

The Town of Smooth Rock Falls is strategically located along the Highway 11 Corridor between the communities of Cochrane and Kapuskasing. The Town was established more than a century ago, in 1916 and later incorporated in 1929.

In 2015, the Town was home to approximately 1,300 residents. At 49.5 years, the average age of Town residents is higher than the provincial average of 41 years. The majority of residents are fluently bilingual (French and English) and have high educational attainment rates. Approximately 57 percent of residents have a post-secondary certificate, diploma or degree.

The majority of the labour force is employed in occupations in health (15 percent), education, law and social, community and government services (17 percent), sales and service (14 percent) and trades, transport and equipment operators and related occupations (17 percent). Most residents work in the Town, while others commute to Cochrane, Timmins and Kapuskasing.

Housing in the community is affordable, with the average MPAC assessed dwelling value being approximately \$68,000. In recent years, activity in the real estate market has been strong. The Town is also a regional centre for medical care for surrounding communities.

The Town is governed and led by a five-member Council, supported by an experienced administrative team.

In 2014, the Town embarked on an ambitious journey to create a new 20-year Comprehensive Vision and Strategic Plan to guide municipal efforts that was approved by Council in 2015. The vision, mission and values of the Town are as follows:

Vision

The community of Smooth Rock Falls is a vibrant, culturally diverse and active community, a place for families and small business to thrive. Residents take pride their community, with a unique small-town feel, a great natural environment and a high level of involvement and engagement. Our residents work together to strengthen our community and are welcoming of different cultures and viewpoints.

Mission

The Town of Smooth Rock Falls leads in the establishment of conditions – social, community and economic – that make our community a great place to live. Through the provision of needed services, leadership in economic development and collaboration with other stakeholders, the Town ensures the wellbeing of the community and its residents, stimulating growth and initiative.

Values

1. Client service excellence is paramount in everything we do.
2. Decision making is forward thinking and solution oriented, with an appropriate degree of measured risk.
3. As stewards of public resources, we will strive to maximize effectiveness and efficiency in everything we do.
4. Collaboration is critical to our success.

This Vision and Strategic Plan is supported by an Economic Development Strategic Plan, Long Term Financial Plan, Long Term Infrastructure Plan, Personnel Plan, Risk Management Plan, Official Plan, Community Improvement Plan and Waste Management Strategic Plan.

The Executive Summary of the 20-Year Comprehensive Vision and Strategic Plan can be found at: <http://www.smoothrockfalls.ca/wp-content/uploads/2017/04/Executive-Summary-Report-20-year-Strategic-Plan.pdf>

Other reports, strategic plans and publications can be found at: <https://www.smoothrockfalls.ca/town-hall/reports-strategic-plans-publications/>

Since this time, the Town has taken a leadership role and initiated several projects designed to cement its role as an important hub and sustainable community in Northern Ontario. The Town is currently working on plans to develop a new housing project targeted towards seniors and is planning a new industrial park on the former Tembec site acquired by the Town. Now that these projects are underway, the Town is starting its next strategic revitalization project – the development of its waterfront site on the Mattagami River.

The Site and Surrounding Area

The Waterfront Site (site) is located south of Highway 11 on the east side of the historic Mattagami River (see Map 1). The site is approximately 500,000 square meters (140 acres) in area. The site has approximately 975 metres of frontage on Junction Road and 255 metres of frontage on 8th Avenue Crescent. The site is largely undeveloped except for a private drive and vacant cabin. The site is well forested. Municipal water and sewage services are available in the 7th and 8th Avenue Crescent neighbourhood.

The site is designated Waterfront Mixed Use and Environmental Protection in the Town's Official Plan and zoned Waterfront and Environmental Protection (Flood Plain) in the Town's Zoning By-law.

The site is surrounded by a mix of uses. Lands to the north include Kelly Park (and municipal boat

launch facility) and established residential neighbourhood. The lands to the east, on the opposite side of Junction Road, are largely undeveloped. The lands to the south are developed with rural residential uses and beyond that a Trans-Canada Pipeline facility. The Mattagami River bounds the site on the west.

The Town has developed Conceptual Plans that would see a new Town Hall and Multi-Use Recreation Centre to be integrated within Kelly Park. These plans call for additional investment to upgrade the existing public boat launch, creation of a new municipal beach and active play areas, all within Kelly Park. These plans indicate new sports fields including a baseball diamond and soccer field on the lands north of Kelly Park, on the opposite side of Highway 11. This new civic and recreation destination would be connected to the southern portion of the Town through four-season multi-use trail and skating path. It is anticipated that the proposed Waterfront Site Master Plan will tie in and relate to current Town vision and plans.

1.2 COMMUNICATIONS REGARDING REQUEST FOR PROPOSAL

All communication concerning this Request for Proposal shall be in writing and directed to:

Luc Denault
Chief Administrative Officer
Town of Smooth Rock Falls
P.O. Box 249
142 First Street
Smooth Rock Falls, ON P0L 2B0
Tel: 705-338-2717
Fax: 705-338-2584
luc.denault@townsrf.ca

No person other than the above-named person or his or their authorized representative is authorized to speak for the Town with respect to this Proposal. Proponents who seek to obtain information, clarification or interpretation from another Town official or employee is advised that such material is used at the Proponent's own risk, and the Town shall not be bound by any such representations.

Answers to questions and clarifications may be released in the form of an addendum should the Town determine the information is relevant to all Proponents. Questions may be submitted until 4:00 p.m., on February 16, 2021. The Town will not be under any obligation to answer questions submitted after February 16, 2021.

No verbal arrangement or agreement, relating to the work required under this project specified or requested under this RFP will be considered binding and every notice, advice or other communications pertaining to it, must be in writing.

1.3 ELECTRONIC COMMUNICATIONS

All enquiries received via facsimile or electronic mail waive all rights of confidentiality of the enquiry in the method of transmission and the Proponent shall assume all risks of such methods of communication.

1.4 ADDENDA

The Town hereby reserves the right in its sole discretion to amend this Request for Proposal any time prior to the closing date and time. Proponents are advised that any changes to the Proposal shall only be done by formal written addendum issued by the Town.

Proponents may be requested to confirm receipt of each addendum. It is each Proponent's ultimate responsibility to ensure all addenda have been received prior to submission of their Proposal or, in any event, prior to the close of Request for Proposal, as Proposals cannot be amended or withdrawn following the closing time, for any reason.

1.5 COST OF PROPOSAL

All costs directly or indirectly incurred by the Proponent in responding to this Request for Proposal shall be at the sole cost of the Proponent.

1.6 SUBMISSION OF PROPOSAL

Sealed Proposal packages shall be submitted at or before the closing date and time:
February 23rd, 2021, at 4:00 P.M., local time.

The sealed Proposal submission package shall be clearly addressed to:

Luc Denault
Chief Administrative Officer
Town of Smooth Rock Falls P.O. Box 249
142 First Avenue
Smooth Rock Falls, ON P0L 2B0

Sealed envelopes shall be clearly marked with the Proposal name and the name of the Proponent.

Provide return address and contact information on the outside of the submission package. Facsimile and electronically mailed Proposals will not be accepted, acknowledged or returned.

Proponents are solely responsible for ensuring their Proposal is received on time and at the proper location. Proposals received after the closing date and time shall not be accepted or considered and shall be returned to the Proponent unopened. Proposals shall be irrevocable for any reason for a period of not less than ninety (90) calendar days following the closing date.

1.7 PROPOSAL SUBMISSION PACKAGE

The Proposal submission package shall contain two (2) un-bound original, three (3) copies and one (1) USB version of the Proposal. The package must include the signed Proposal sheet and any forms provided in the Request for Proposal document to be completed by the Proponent.

The required insurance certificate for a Proposal involving onsite labour component, WSIB Clearance Certificate, is required to be included in the submission package.

1.8 EMERGENCY TOWN HALL CLOSURE AT PROPOSAL SUBMISSION TIME

In the event an emergency, labour disruption or inclement weather forces the closure of the Town Hall at the time the Proposals become due, the date and time will be extended to the next business day after the original closing date and time or to such later date as the Town may decide but not for a period longer than thirty calendar days.

1.9 PUBLIC OPENING MEETING FOR THE PROPOSALS

Proposals shall be opened at a public meeting. Proponents will be advised of the time, date and location of the council meeting which they may attend. All Proponents will be sent a notification of any award in writing, naming the person\company that is awarded.

1.10 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION AND PRIVACY ACT

The Town is required by law to adhere to the requirements of the Municipal Freedom of

Information and Protection and Privacy Act, as amended.

Any Proponent who requires that the information in its Proposal be kept confidential must explicitly advise the Town of that fact.

1.11 ELECTRONIC INFORMATION

As a convenience to Proponents, the Town will receive enquiries via facsimile or electronic mail. However, by faxing or emailing enquiries, Proponents agree to waive all rights of confidentiality in their transmission and shall assume all risks of such methods of communication.

1.12 INFORMATION RELEASE TO PROPONENTS

The number of Proposals received and the names of Proponents are confidential and shall not be divulged prior to the opening.

1.13 REQUEST TO WITHDRAWAL A PROPOSAL SUBMISSION

Requests for withdrawal of a Proposal shall be allowed if the request is made before the closing time for the Proposal to which it applies. Requests must be directed to the Town's Chief Administrative Officer (See 1.2 above) by letter or in person, by the Proponent, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal for the same project.

1.14 PROPOSALS RETURNED UNOPENED

Proposals received after the closing time shall be noted and returned unopened to the Proponent, as soon as possible. If a late Proposal is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.

SECTION 2 - TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL

Each Proponent, by submitting a Proposal, represents that the Proponent has carefully read, understands and accepts the terms and conditions and specifications of the Request for Proposal in full.

2.1 PROPOSAL REQUIREMENTS

Proponents are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) The Proposal Acknowledgement Form (Section 6) must be signed in the space(s) provide on the form, with the authorized signature of the Proponent or of a designated official of the organization. If a joint Proposal is submitted, it must be signed on behalf of each of the Proponents and if the signing authority for both Proponents is vested in one (1) individual, he/she shall sign separately on behalf of each Proponent. In the case of an incorporated company, the corporate seal must be affixed to the Proposal forms.
- b) All Proposals shall be legible and conform to requirements described in Section 3

"Proposal Content and Scope of Project". Proposals should not exceed ten (10) pages in length. The submission package shall contain the number of packages outlined in section 1.7 "Proposal Submission Package".

- c) Prices must be in figures and in Canadian Dollars and including all tariffs, freight and taxes unless otherwise stipulated.
- d) Adjustments by telephone, and facsimile (FAX), e-mail or letter to a Proposal already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal must withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing time.

2.2 PROPONENTS' OBLIGATION TO EXAMINE

While the Town has made every effort to ensure the accuracy of the information provided in this document and otherwise to the Proponent, the Proponent shall not make any claim against the Town for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by the Town or a council member or an employee of the Town.

2.3 OMISSIONS, DISCREPANCIES, CLARIFICATIONS, AND ADDENDA

Considerable effort has been made to ensure an accurate representation of information in this document. The information is not guaranteed or warranted to be accurate by the Town, or is it necessarily comprehensive or exhaustive. Nothing in the Request for Proposal is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

Should a Proponent find omissions from, or discrepancies in, any of the Request for Proposal documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent's responsibility to immediately notify the Town in writing. (Reference Section 1.2 for contact information.)

If the Town considers that a correction, explanation or interpretation is necessary or desirable, the Town may issue a written addendum to all who have registered their interest in the Request for Proposal.

The Town has reserved the right to clarify any proposal during the evaluation process, and shall not be bound to do so and Proponents should not assume they will have any further opportunity to clarify their proposal following the closing date and time.

2.4 ALLOCATION OF RISK

The Town shall not be responsible for any liabilities, costs, expenses, loss or damage incurred sustained or suffered by any Proponent by reason of non-acceptance by the Town of any Proposal submission or by reason of any delay in its acceptance.

2.5 CONFLICT OF INTEREST

Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict shall be grounds for the Town to terminate any Contract formed without liability and for cause.

The following policy shall apply to this Request for Proposal and subsequent contract.

1. No employee or elected official of the Town may submit a Proposal.
2. All employees or elected officials shall disclose any business or personal relationship they might have in relation to this Request for Proposal or subsequent contract which might create a potential conflict of interest relative to the project.
3. All Proponents retained by the Town shall disclose to the Town prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest does exist, the Town may, at its discretion, choose not to award or may withhold the awarding of the contract until the matter is resolved to the satisfaction of the Town. Furthermore, if during the carrying-out of the project, a Proponent is retained by another client giving rise to a potential conflict of interest, and then the Proponent shall so inform the Town.

2.6 GRATUITIES

Proponents shall certify that no council member or Town employee has benefited or will benefit financially or materially from the award of the contract. Any contract may be terminated by the Town if it is determined that gratuities of any kind were either offered to, or received by any member of council or Town employee.

2.7 GOVERNING LAW

The laws of the Province of Ontario shall apply to this Request for Proposal and any contract formed as a result of this Request for Proposal and the Courts of Ontario shall have exclusive jurisdiction over any contract formed as a result of this Request for Proposal.

The International Sale of Goods Act does not apply to this Request for Proposal or any contract formed as a result of this Request for Proposal. All Proponents and Proposals must comply with any law, including all legislation and regulations, which may be applicable to this project.

2.8 NON-EXCLUSIVE

Any contract awarded as a result of this Proposal shall be non-exclusive and the Proponent acknowledges that the Town may in its sole discretion contract with others for the same or similar service during the term of any contract formed as a result of this Request for Proposal.

2.9 LEGAL PROCEEDING WITH THE TOWN

No Proposal will be accepted from any company which has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract.

2.10 COMPLIANCE WITH LAWS

Any Proponent is required to ensure compliance to and with any and all applicable laws and statutes. Failure to do so will result in the immediate cessation of business with the Town and the appropriate authorities will be notified.

2.11 SUBCONTRACTING AND ASSIGNMENTS

Proponents should note that, unless otherwise agreed, the Town will assume that the employees or agents of the Proponent will be performing all services required by this RFP and any subsequent contract, which may be entered into by Town. Any subcontracting or assignment in whole or in part by the selected Proponent must be approved by Town in advance.

Therefore, in the event a Proponent wishes to subcontract any portion of the work, which is the subject matter of this RFP, the Proponent shall list the name and contact person of the proposed subcontractor together with that portion of the work that the proposed subcontractor is to do in their proposal.

2.12 JOINT PROPOSALS

In the event two or more persons, firms, companies or other organizations wish to submit a joint or consortium proposal pursuant to this RFP, the proposal shall identify a single prime Proponent who will be responsible for overall project management and successful completion of the Project.

Such prime Proponent shall provide a single point of contact and single billing point and shall for all intents and purposes be treated as the selected Proponent under the contract. The Town shall not be liable for payment to any of the selected Proponent's partners, subcontractors, employees, agents or Consultants in the event the selected Proponent defaults on its responsibilities.

2.13 IRREGULARITIES

The Town reserves the right in its sole discretion to:

- a) Waive irregularities and/or minor non-compliance by any Proponent with the requirements of this RFP;
- b) Request clarification and/or further information from one or more Proponents after closing without becoming obligated to offer the same opportunity to all Proponents;
- c) Enter into contract discussions with one or more proponents; and
- d) To award to more than one Proponent if it is in the Town's best interest to do so.

2.14 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Town obtained by the proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the Town.

The Town shall declare and mark certain information about the Corporation to be received by the Proponent as "Confidential" the Proponent must not disclose such "Confidential" information to any third parties unless authorized to do so in advance and in writing by the Town .

The Proponent and the Town agree that the reciprocal obligations of confidentiality will survive the termination of any contract that might arise between the parties.

All Proponents are advised that The Town of Smooth Rock Falls is subject to inter-provincial trade agreements, which may result in disclosure of information.

2.15 MATHEMATICAL ERRORS

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total Proposal prices and words shall govern over numbers.

2.16 RIGHT TO ACCEPT OR REJECT SUBMISSION

The Town of Smooth Rock Falls reserves the right to accept or reject all or part of any submission or to rescind this Request For Proposal at any time at no cost to the Town.

SECTION 3 - PROPOSAL CONTENT AND SCOPE OF PROJECT

Scope of Work

The Town would like to retain the services of a “Prime Consultant” with expertise in planning, engineering and architecture/design to lead the preparation of a Site Master Plan to guide the development of the Waterfront Site in the short, medium and long term, consistent with the Town’s Official Plan and other strategic plans. The Site Master Plan will build upon existing initiatives and will include an Action Strategy that will guide the Town’s implementation strategies and tactics. The Action Strategy will be based on an understanding of local and regional economic, demographic and real estate market conditions and trends. It will also include a business case that will illustrate how the “return on investment” that the Town can expect to receive for its investment in the plan and site to bring it to a “shovel ready” state for development. It is anticipated that work on the plan will begin in May 2021 and end in Q1 2022.

The Town is seeking innovative proposals in response to this RFP. The Town has not established a “desired” work plan for this scope of work. Instead, the Town will rely on the expertise, experience and innovation of interested proponents to suggest a work plan for this assignment.

To provide some clarity and to assist proponents formulate a proposed work plan, it is the Town’s expectation that:

1. the Site Master Plan will be based on a firm understanding of the existing conditions, issues, opportunities and constraints associated with the site derived through background studies (e.g. geotechnical investigation and report).
2. the Site Master Plan will include a vision, goals and objectives for the site.
3. the Site Master Plan will address and include elements typically found in a site master plan (e.g. background, information on the site, information on the plan including but not limited to streets, services, stormwater management, land uses, natural features, etc.).
4. the Implementation Strategy will provide the Town with a clear roadmap for implementation, supported by financial metrics, as described above.
5. the Site Master Plan will be prepared in an open and collaborative manner and that residents, stakeholders, Town Council and Town Staff will be appropriately engaged and informed throughout the process.
6. the Prime Consultant will retain, lead, manage and coordinate all subconsultants necessary to successfully complete the scope for this project.

The Town’s total anticipated maximum budget is \$150,000 inclusive of all fees, disbursements and the HST.

Proposal Contents:

Proposals submitted in response to this Request for Proposals will, at a minimum, include the following information, in the following order to facilitate the Town's review, analysis and comparison of submitted proposals.

Section 1.0 Understanding

Proponents will describe their understanding of this opportunity and the assignment.

Section 2.0 Team

Proponents will describe the Prime Consultant Firm including location, length of existence, areas of expertise, services offered, staff complement and any other information necessary to understand the Prime Consulting Firm.

Proponents will describe the Prime Consulting Firm's "lead" for this assignment, including relevant education, training, certifications, skills and experience. A curriculum vitae for the lead will be provided.

Proponents will describe members of the Prime Consulting Firm's internal staff team for this assignment including proposed role and the relevant education, training, certifications, skills and experience for each team member. A curriculum vitae for each team member will be provided.

Proponents will also identify the subconsultant expertise that they propose to retain if selected for this assignment (e.g. geotechnical consultant, market consultant). It is not necessary to identify subconsultant firms currently.

Section 3.0 Relevant Project Experience

Proponents will describe their experience with up to three projects comparable to this assignment. These descriptions will provide the Town with an understanding of the issue/opportunity, role of the Prime Consultant and outcome of the assignment. Client references will be provided for each relevant project.

Section 4.0 Work Plan

Proponents will describe their proposed work plan including phases, steps, meetings, points of engagement and work products. Proponents will also describe their approach to project governance, leadership and management, including risk management. The work plan will include a time task matrix so the Town can understand the level of effort and cost associated with each activity in the proposed work plan. Proponents will also describe the assumptions made in developing the work plan and exclusions from the work plan.

Section 5.0 Schedule and Budget

Proponents will include a project schedule for the proposed work plan. Proponents will also provide a

total budget for this assignment including all hourly rates, fees, disbursements and the HST. The budget will be broken down by phase, step/task and team member in the time task matrix. The budget will include an “allowance” for all subconsultants that the Prime Consultant proposes to retain, if selected for this assignment.

Proposals will not exceed 20 pages in length, including all tables, charts and graphics and excluding standard firm profiles and CVs.

Information to be provided by the Town:

The Town will provide the following information to the successful proponent for this assignment:

- The Corporation of the Town of Smooth Rock Falls. 20 Year Comprehensive Vision and Strategic Plan. Executive Summary. January 2015.
- Smooth Rock Falls Planning Area Official Plan, as adopted by the Council of the Corporation of the Town of Smooth Rock Falls and the Smooth Rock Falls Area Planning Board. September 11, 2014.
- By-law No. 2016-04. Comprehensive Zoning By-law for the Town of Smooth Rock Falls. Adopted by Council on January 18, 2016.
- Town of Smooth Rock Falls Community Improvement Plan, as adopted by the Council of the Corporation of the Town of Smooth Rock Falls. September 11, 2014.
- Vision and Conceptual Site Plan for the new Town Hall and Multi-Use Recreation Centre.
- Vision and Conceptual Plan for Town of Smooth Rock Falls Walking Trails.
- Vision and Conceptual Plan for Town of Smooth Rock Falls Improved Recreational Venues.
- GIS data including aerial imagery, property fabric, Official Plan, Zoning, transportation, servicing, streams and water bodies.

Proponents will identify all other information that they will obtain to complete the scope of work described above in their submissions in response to this call.

In support of this exercise, the following Town resources will be available:

- Town Chief Administrative Officer
 - Lead contact
 - Coordinator of information flow
 - Input support to 3rd party consultant
 - Lead Official Plan Contact
 - Intermediary between consultant and Council
 - Other

- Economic Development Officer

- Second lead
 - Coordinator of information flow
 - Input support to 3rd party consultant
 - Lead Official Plan Contact
 - Intermediary between consultant and Council
 - Other
- Treasurer
 - Financial Information (Financial, Asset Management, etc...)
 - Input into the Long-Term Sustainability Plan
 - Human Resources Financial Information
 - Input support to 3rd party consultant
 - Other
- Director of Public Works
 - Public works information
 - Waste Management Information
 - Input support to 3rd party consultant
 - Other
- Clerk
 - Clerk related information
 - Support for some planning information
 - GIS Support and information
 - Other
- Municipal Development Intern
 - Support Master Plan exercise
 - Input support to 3rd party consultant
 - Other

3.8 REFERENCES / EXPERIENCE

Proponents are required to provide as part of their proposal the names, dates worked and contact numbers of at least three (3) organizations, including most recent, who can certify the Proponent's ability to perform similar work. Proponent' are required to include a minimum of three (3) references and contact information including names, addresses and telephone numbers.

3.9 ACKNOWLEDGEMENT

All Proponents shall complete the Acknowledgement document contained in Section 6 of this RFP and submit it as part of the **Deliverables**.

All reports are to be provided in an electronic USB version to the Town of Smooth Rock Falls.

3.10 ADDITIONAL INFORMATION FOR PROPONENTS

- The Proposal should include, in addition to the information requested in this RFP, any additional information that illustrates the Proponent’s experience, expertise or special insights into municipal planning.
- All printing of the Proposal is the responsibility of the Proponent.
- The Proponent\Consultant will report to the Town CAO.

3.11 TIMELINE TERM OF THE PROJECT

The contract arising out of this Request for Proposal (RFP) is ***conditional upon the Town securing funding***. The contract is anticipated to commence in May 2021. An Interim report for Section # 1 and # 3 is to be submitted to the Town by November 26, 2021. The final Report should include the finalization of part # 3 and minor adjustment to # 1 and # 3 if applicable formulating a Complete and Final report be submitted to the town by no later than April, 2022.

SECTION 4 - EVALUATION OF RFP AND SELECTION OF PROPONENT

4.1 EVALUATION PROCESS & CRITERIA

CRITERIA	VALUE
Understanding of the Town of Smooth Rock Falls; especially the current opportunities of the Town of Smooth Rock Falls; most appropriate methodologies and schedules to achieve project goals.	30%
Experience on Similar Projects and Past Performance; demonstrated experience and ability to complete a project of this scope, related experience and successful completion similar projects, ability to meet deliverables and timelines, references of previous projects,	20%
Complete, Comprehensive, Creative and Clear Proposal; completeness (covers all areas outlined) and quality of proposal, creative/innovative (solutions for Town of Smooth Rock Falls vs. generic), comprehensive (covers all tasks/aspects in sufficient detail); clear, logical and easy to follow presentation and compliance with the requirements of the RFP.	20%
Proposed Fee; Cost effectiveness and the best overall team.	15%
Project Manager, Study Team & Disciplines; Leadership, management, communication and presentation skills and qualifications of project manager, qualifications/skills of multidisciplinary team) appropriate skills sets devoted to tasks.	15%
	100%

All submissions will be evaluated with a short-list developed consisting of the top three proposals. Short-listed Proponents may be invited to meet with the Town council to present an overview of their proposal and answer questions.

4.2 EVALUATION FOR COMPLIANCE

All proposals received will be initially evaluated to determine the degree to which each proposal meets the mandatory requirements of this RFP. Proposals that are non-compliant with the mandatory requirements may be subject to disqualification without further evaluation. Proponents are urged to ensure their proposal addresses all mandatory elements of this RFP.

Notwithstanding the above, the Town of Smooth Rock Falls reserves the right in its sole discretion to waive minor or technical non-compliance with the mandatory requirements in any individual case, based upon the principle of overall best value of the proposal to the Town.

4.3 AWARD

The Town reserves the right in its sole discretion to negotiate modifications to any proposal received without becoming obligated to offer to negotiate with any other Proponent(s). If negotiations with the selected Proponent are unsuccessful, the Town reserves the further right in its sole discretion to enter into negotiations with any other Proponent(s).

Upon successful negotiations with a selected Proponent leading to an acceptable contract, the council of the Town of Smooth Rock Falls may in its discretion award a contract. The award will be subject to the successful execution of an agreement.

4.4 SAMPLES

Samples of similar work project completed by the Proponent may be requested at any point during the proposal process or evaluation. Proponents are not expected to submit samples unless requested.

SECTION 5 - TERMS AND CONDITIONS

Should a contract be awarded, the reference to Proponent would become Consultant.

5.1 AWARDING OF CONTRACT -

The authority to award a contract rest exclusively with the municipal council of the Town of Smooth Rock Falls.

The municipal council will exercise its authority in respect of a contract for this project by way of by-law(s) and/or resolution(s) passed at properly constituted meeting(s).

5.2 INDEMNITY

By submitting a Proposal to the Town, the Proponent agrees that he/she shall be responsible for and shall give adequate attention to the faithful prosecution and completion of all matters pursuant to the contract. In addition to the protection provided, the Proponent shall promptly indemnify and save harmless the Town from all suits and actions for damages and costs to which the Town might be put by reason of injury to or death of persons and damage to property resulting from negligence, breach, fault, act, omission, default, carelessness or any

other cause in the performance of this work. The indemnity obtained in the contract shall not be prejudiced by, and shall survive, the termination of the contract.

5.3 INSURANCE

The Proponent shall, during the entire term of an Agreement, and any renewal or extension thereof, take out and keep in full force and effect insurance for Commercial General Liability Insurance including bodily injury including death, property damage, personal injury, contingency employers liability and cross liability in which the limits of liability shall be no less than \$1,000,000.00 per occurrence, and no less than \$1,000,000.00 per claim and Motor Vehicle Liability Insurance including Non-Owned Automobile of not less than \$1,000,000.00 per occurrence, all at the Proponent's sole cost and expense.

All policies shall be written with insurance companies qualified to do insurance business in the Province of Ontario. The insurance shall be with insurers acceptable to the Town and with policies in a form satisfactory to the Town. A copy of all insurance policies or certificates of insurance shall be delivered to the Town prior to the commencement of the work.

All insurance coverage will be at the Proponent's sole cost and expense.

The Proponent should provide certificate of insurance with the Town, its council and employees added as additional insured with respect to the Commercial General Liability policy. All policies of insurance shall provide for thirty (30) days written notice to the Town prior to any cancellation, material change or amendments restricting coverage of any policy or policies.

5.4 OCCUPATIONAL HEALTH AND SAFETY

The Proponent shall comply fully with Occupational Health and Safety Act.

5.6 WORKPLACE SAFETY & INSURANCE

The Proponent will be required to furnish the Town with a Workplace Safety & Insurance Board Certificate of Clearance. The Proponent shall at all times comply with the provisions of the WSIB Act.

All Proposals' involving a labour component require that a WSIB clearance be submitted with the Proposal.

The Proponent shall at all relevant times carry Workplace Safety and Insurance Board of Ontario (WSIB) coverage or Employers Liability Insurance in the amount of not less than \$2,000,000.

5.7 PERMITS, FEES AND LICENSES

The Proponent shall pay for any and all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Town and any other governing body, wherever applicable, unless otherwise specified.

5.8 FREEDOM OF INFORMATION

All information obtained by the Proponent in connection with this Proposal is the property of

the Town of Smooth Rock Falls and must be treated as confidential. It may not be used for any purpose other than for replying to this Proposal, and for fulfillment of any subsequent contract with the Town of Smooth Rock Falls.

5.9 SUBCONTRACTOR

Where the Proponent proposes to retain a subcontractor(s) for any part of the work to be performed for this project, the Proponent shall provide, as part of the proposal, a written statement from an officer of the proposed subcontractor(s) agreeing to be bound to the same terms and conditions as the Proponent is to be bound in this RFP and the final project contract.

In granting consent to any sub-contracting or assignment by the Proponent, the Town reserves the right to impose such additional terms as the Town deems advisable as a condition of any such subcontract or assignment.

5.10 TERM OF AGREEMENT

The term will commence in May 2021, conditional and subject to funding approval, and will end no later than May 31, 2022.

5.11 PERFORMANCE EVALUATION

The Proponent's performance may be evaluated during the term of the contract (if any). The Town may request meetings with the Proponent to improve the overall success of the contract. Good performance will also determine the Town's interest in any renewal terms.

5.12 TIME IS OF THE ESSENCE

Time is of the essence and the Proponent shall deliver the goods and services in strict accordance with the approved project schedule, delivery date, quantity and the requirements as specified in the Agreement.

5.13 COPYRIGHT

The Proponent represents, warrants and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right. All plans reports and final documentation produced by the Proponent will be the sole and exclusive property of the Town of Smooth Rock Falls.

SECTION 6 - ACKNOWLEDGEMENT FORM

6.0 COMPANY ADDRESS AND CONTACT INFORMATION

Complete the following information and submit this section in the Proposal submission package.

NAME OF PROPONENT:

MAILING ADDRESS:

WEBSITE
ADDRESS:

TEL:

FAX:

G.S.T.
NUMBER

CONTACT NAME:

POSITION:

TELEPHONE:

EMAIL ADDRESS:

NAME OF OFFICER(S) OR PERSON(S) with authority to execute a contract for this project:

6.1

**ACKNOWLEDGEMENT OF DOCUMENTS RECEIVED BY PROPONENTS
AND AGREEMENT TO TERMS AND CONDITIONS:**

I _____ the undersigned

HEREBY DECLARE AND ACKNOWLEDGE:

THAT I have examined the documentation and information contained in this proposal and appendices and accompanying documents;

THAT I declare that no person, firm, corporation or other organization other than disclosed herein has any interest in this Proposal or any contract which may result;

THAT this Proposal is made by the undersigned without collusion or fraud with any other entity;

THAT all statements in this Proposal are true and accurate in all respects;

THAT full disclosure has been made of any conflict of interest or potential conflict of interest;

THAT Addenda No. ___ to ___ inclusive (if any) have been reviewed by me and form part and parcel of the RFP and any contract which may result;

THAT I do hereby offer to enter into a contract to do all the work as described in the RFP and provide all expertise, labour, materials and all necessary items to complete the project to the full and complete satisfaction of the Town for the sum of:

In words - _____

In numbers - \$ _____

THAT my / our proposal is irrevocable after close of Proposal submissions for a period of not less than ninety (90) calendar days from that date.

Executed by me/us this _____ day of _____, 2021.

Authorized signing officer(s) \ person(s):

Print Name **Signature**

Print Name **Signature**

