

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT REQUEST FOR QUOTATION

FOR

Development Charges Background Study – Consultation Services RFQ-Planning-001-2025

CLOSING

DATE: April 30th, 2205 TIME: 1:00 P.M.

LOCATION: TOWNSHIP OF NORTH STORMONT

57A Cockburn Street, Berwick, ON, K0C 1G0

Phone: 613-984-2821

LATE QUOTATIONS WILL NOT BE ACCEPTED

The Corporation of the Township of North Stormont reserves the right to accept or reject all or part of any Quotation and also reserves the right to accept other than the lowest Quotation and to cancel this Request for Quotation at any time.

1.1 Introduction

The Township of North Stormont invites Request for Proposal (RFP) submissions from qualified consultants. The consultant shall be responsible for carrying all required sub-consultants to complete the scope of work.

1.2 Background

The Corporation of the Township of North Stormont is a rural, agriculturally based, lower-tier Township in the County of Stormont, Dundas, and Glengarry. The total population of the Township is approximately 8,000 with approximately 3,000 households. There are six (6) village settlement areas including Berwick, Crysler, Finch, Avonmore, Monkland and Moose Creek.

Major infrastructure in the Township consists of the following:

- Municipal Roads, the majority of which are gravel surface
- Bridges and culverts
- Water treatment and distribution systems with elevated storage tanks
- Wastewater treatment systems including pumping stations and lagoons
- Facilities including: Indoor arena, recreation centres including a dome and covered rink, administration buildings, 4 firehalls, public works facilities (2 – Berwick and Moose Creek)
- Land improvements including: baseball diamonds, soccer fields, parks, accessible boat launch, playground equipment
- Vehicles, machinery, and equipment

In addition to the infrastructure which the Township is responsible for acquiring, maintaining, and rehabilitating, there are a number of services the Township provides to its residents, which include, but are not limited to:

- Fire Suppression Services
- Volunteer Recreation Committees operate municipal assets, Parks, and Facilities
- Solid Waste Management is outsourced to a private contractor
- By-law enforcement
- Planning services and building permits
- General Government & Administration

The municipal Council is compromised of five (5) publicly elected members including the Mayor, Deputy Mayor and three (3) Councillors.

The Corporation of the Township of North Stormont will be referred to as the "Township" through this document. The Township's administrative office is located at 57A Cockburn Street, Bewick Ontario, K0C 1G0.

1. Scope of Project and Specification

The Township is seeking quotation for consultation services for the creation of a development charges background study report.

Scope of Work

The purpose of this Request for Proposal is to select a qualified consultant with the skills, resources, and experience necessary to undertake background analysis, specific policy analysis, and incorporate data provided by municipal staff, and others, to complete a Development Charges Background Study and Draft By-law with associated rate schedule, to conform with the Development Charges Act, as amended, and related Regulations.

There will also be a requirement, if necessary, to defend the Development Charges background study, by-law, and/or rate schedule if required before the Ontario Land Tribunal (OLT).

The Township has never had a Development Charges By-law or conducted a Development Charges background study.

2. Timeline

Proponents must sign and submit their bids in a sealed envelope addressed as follows, and bids must be submitted under the following instructions:

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LOCATION:

Business Address 57A Cockburn Street, Berwick, ON, K0C 1G0 P: (613) 984-2821 x 223 F: (613) 984-0045

- a) Opening and Notification of Acceptance:
 - O Quotations will be opened by Municipal staff following the closing date and time as stated in this QUOTATION. Notification of acceptance shall be made by Phone/email, addressed to the winning Proponent at the address contained in the Quotation, following the awarding by the Township. Upon such notification of acceptance, the successful proposal shall constitute the contract between the parties. Therefore, it is anticipated that no agreement or other separate document will be required.
 - Quotations shall be open for acceptance for a period of 30 days after the closing date. After this time the Quotation may only be accepted with the consent of the successful bidder/contractor.

4. Submission Format

- a) Forms to be submitted with the document must be completed in their entirety in hard copy. Proponents must complete the Form of Quotation and References fields located at the end of this document.
- b) All entries shall be clear and legible and made in a non-erasable medium and signed in ink.
- c) Submissions may be mailed, couriered or hand-delivered to the appropriate location. The Township will not accept electronic or digitally transmitted submissions. Delivery of Quotations through a third-party mail courier service shall be at the risk of the Bidder and must be arranged in due time for the Quotation to arrive at the specified location before the Quotation closing time.
- d) All submissions shall be accompanied by a bid deposit in the amount of 10% of the total contract price (before HST). These can take the form of a bid bond, cash, money order or certified cheque.

5. Basis of Rejection

The Corporation of the Township of North Stormont reserves the right to reject any or all proposals for any reason whatsoever including but not limited to Schedule "A" attached to this document.

The Township has the authority and discretion to terminate this Tender at any time, without giving reason and to accept any proposal considered best for its interest.

6. Basis of Payment

The Proponent shall provide an invoice to the Township for payment after the contract work has been completed. Payment shall be made within thirty (30) days upon receiving the proponent's invoice.

7. Terms and Conditions

General Conditions

o The Proponent shall provide competent workers to complete the scope of work in a safe and responsible manner.

o The successful Proponent shall indemnify and save harmless the Township from and against all claims, actions, losses, expenses, costs, or damages of every nature and kind whatsoever which the Township, its employees, officers, or agents may suffer because of the negligence of the Contractor, his/her employees, officers, or agents in the performance of the contract.

Regulations/Policy

o The Contractor shall abide, if applicable, by the requirements of the Industrial Standards Act, Employment Standards Act and any other Acts or By-Laws including Provincial and Federal Legislation which are relative to the performance of work. All contractors and sub-contractors must comply with all Health and Safety requirements as well as the Violence and Harassment policy for the Township.

Planning Department or Designate

 The Director of Planning and Economic Development Services, or designate shall mean any such person, partnership or corporation, appointed by the Council, to act on their behalf in any particular capacity.

Commercial General Liability Insurance

o Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence/\$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage;

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products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall add the Township as Additional Insured subject to a waiver of subrogation with respect to the operations of the contractor. This insurance shall be contributing with and apply as primary and not as excess of any insurance available to the Township.

Crime/Fidelity Insurance

Crime/Fidelity insurance shall be furnished by the successful proponent to the Township with a comprehensive (3D) Dishonesty, Disappearance and Destruction Position Policy including Third Party Extension in the amount of five million (\$5,000,000) dollars. The Township shall be shown on the policy as a named Oblige, with respect to incidents arising from work performed under the contract.

Automobile Liability Insurance

- Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss. The policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.
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- Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the bidder and the Township shall bear no cost towards such deductible.
- The bidder is responsible to keep their property / assets insured failure to do so shall not impose any liability on the Township.
- The bidder shall provide the Township with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement.

Professional Liability Insurance

The successful Proponent must have professional liability coverage with limits no less than \$2,000,000 per occurrence. Additionally, the consultant must assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors, and have adequate insurance to cover such negligent acts, errors, or omissions with limits of \$2,000,000.

Indemnification

The successful bidder shall defend, indemnify and save harmless the Township, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by bidder, their officers, employees, agents, or others who the bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the bidder in accordance with this agreement and shall survive this agreement.

Workers Compensation

 The successful bidder shall comply with the regulations of the Workers Safety Insurance Board of Ontario (WSIB). The Contractor shall provide proof of coverage to the Township prior to the commencement of work.

8. Note to the Proponent

The Proponent has carefully examined the provisions, specifications and conditions of this document. The Proponent also understands and accepts the said provisions, specifications and conditions and for the price set forth in this Quotation, hereby offers to furnish all labour, equipment, and so on, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, specifications and conditions of this Quotation. Quotations shall be open for acceptance for a period of 30 (thirty) days after the closing date. After this time the Quotation may only be accepted with the consent of the successful Proponent.

Omission and Discrepancies

If a Proponent finds discrepancies in, or omissions from the proposal documents, or if he/she is in doubt as to their meaning, he/she should advise the Township immediately. Responses, if not already addressed in the RFP, will be addressed in the form of an addendum.

9. Project Contact

For any questions, comments, clarifications or concerns regarding this Quotation, please contact:

<u>Craig Calder</u>

CAO/Clerk

57A Cockburn Street, Berwick ON, K0C 1G0
Email: ccalder@northstormont.ca
Phone: 613-984-2821 ext.223

10. Form of Quotation/Proponent Selection Methodology

Proposals will be evaluated by the Township. The evaluation process will involve the review and scoring of the information provided in the proposal. The proposal will be evaluated out of one hundred (100) points.

Internal stakeholders will utilize the weighted formula below to compare the scores.

Item	Evaluation Criteria	Points Available	Earned Points
1	Qualifications and Experience	20	
2	Project Understanding and Approach	25	
3	Schedule of Work	10	
4	References & Example Work	10	
5	Budget	35	
TOTAL	. SCORE	100	

COMPLETION DATE:		
COMPANY NAME:		
CONTACT:		
ADDRESS:		
TELEPHONE:	CELL:	
FAX:		
E-MAIL:		
SIGNATURE	WITNESS	

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SEAL (if necessary)

Schedule "A"

	SPONSES FOR ADMINISTERING IRREGULA	I I I I I I I I I I I I I I I I I I I
GE	 NERAL	
1	Late Bids	Automatic Rejection. Returned unopened to bidder.
2	Unsealed envelopes	Automatic rejection.
INS	SUFFICIENT FINANCIAL SECURITY	
3	No bid deposit, uncertified cheque, or financial security not an original (i.e. photocopy)	Automatic rejection.
4	Amount of financial security is insufficient	Automatic rejection.
5	Name or signature of supplier, or bonding company are missing or incomplete	Automatic rejection.
6	Failure to provide a letter of agreement to bond (if required)	Automatic rejection.
BID DOCUMENT EXECUTION		
7	Bids completed in erasable medium	Automatic rejection.
8	Signature of representative authorized to bind the supplier is missing or incomplete on bid document	Automatic rejection.
9	Electronic signature of representative authorized to bind the supplier shown on admission form	Five (5) working days to obtain original signature
10	Form of proposal or quotation missing or incomplete	Two (2) working days to correct to the satisfaction of the Treasurer or designate or Township reserves the right to waive this and accept the bid. Otherwise automatic rejection.
11	Form of Tender missing or incomplete	Automatic rejection.
12	Signature of witness, if required, missing or incomplete	Two (2) working days to correct to the satisfaction of the Treasurer or designate or Township reserves the right to waive this and accept the bid. Otherwise automatic rejection.

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13	Date of bid missing or incomplete	Two (2) working days to correct, otherwise automatic rejection.
14	Incomplete, illegible or obscure bids or bids which contain information not called for, erasures, overwriting or strikeouts not initialed	Two (2) working days to correct to the satisfaction of the Treasurer or designate or Township reserves the right to waive this and accept the bid. Otherwise automatic rejection.
15	Document, in which all necessary addenda have not been acknowledged	Two (2) working days to correct to the satisfaction of the Treasurer or designate or Township reserves the right to waive this and accept the bid. Otherwise automatic rejection.
16	Failure to attend mandatory site visit (if required)	Automatic rejection.
17	Bid received on documents other than those provided in the bid solicitation	Automatic rejection unless allows for in the bid solicitation
18	Failure to insert the full bidder's business name in the space provided in the bid solicitation form	Automatic rejection unless in the opinion of the Treasurer or designate, the incomplete nature is trivial
19	Mathematical errors	Two (2) working days to initial the corrections as made by the Township. Unless otherwise state in the bid, the unit price shall prevail and the total bid price shall be adjusted accordingly.
20	Qualified bids (bids qualified or restricted by an attached statement)	Automatic rejection
21	Bids containing minor obvious clerical errors	Two (2) working days to confirm bid to the satisfaction of the Treasurer or designate
22	Any other irregularities	Upon legal opinion, the Treasurer or designate shall have the authority to waive other irregularities or grant two (2) working days to initial such irregularities considered to be minor.