



**The Corporation of the Township of Otonabee-South Monaghan  
Bid Document**

**Request for Proposal**

**Development Charges Background Study and By-law Update**

**Proposal #: RFP-DC-01-2025**

**Proposal Closing**

**Date: January 15, 2025**

**Time: 4:30pm local time**

**Location: The Corporation of the Township of Otonabee-South  
Monaghan  
20 Third Street  
Keene ON K0L 2G0  
Attn: Heather Scott, CAO**

**Late Bids will not be accepted.**

**The Corporation of the Township of Otonabee-South Monaghan reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the highest Bid and to cancel this Call for Bids at any time.**

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## Part A – Information to Bidders

### 1. Intended Use and Schedule of Work

The Township of Otonabee-South Monaghan is requesting proposals for a Development Charges Background Study and By-law Update.

Please see Part C – Specifications for detailed requirements.

### 2. Applicable Document Fees

None required.

### 3. Bid Deposit Requirements

None required.

### 4. Performance Surety Requirements

None required.

### 5. Evaluation Criteria

Each response to this Request for Proposal will be evaluated by the Township to determine the degree to which it responds to the requirements as set out. Because this is a Request for Proposal, other factors in addition to cost will be considered with submissions are evaluated.

Proposals shall be evaluated based on:

- a) The overall methodology/approach to the project and directly related company experience
- b) The qualifications, experience, references and involvement of each key member of the project team, sub-consultants and other specialists
- c) Schedule of work showing proposed timeframes, milestones and scheduling the work
- d) Proposed cost

Factors to be considered will include, but not necessarily be limited to, the following.

<b>Evaluation Criteria</b>	<b>Weight</b>
Statement of Qualifications	10%
Work Program	10%
Schedule	10%
Cost Estimate	40%
Qualification and Background of Consultation Team	15%
References	15%

Method of evaluating Cost –  $(\text{cost of lowest proper proposal}) / (\text{cost of proposal being evaluated}) \times (\text{full weight of cost criteria})$

10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways/very desirable
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the Township's needs
8	Good	Exceeds the requirements of the criterion but in a manner which is not completely beneficial to the Township's needs
7	Somewhat Good	Fully meets all requirements of the criterion
6	Average	Adequately meets most of the requirements of the criterion to minimal acceptable level. May be lacking in some areas which are not critical
5	Below Average	Addresses most, but not all, of the requirements of the criterion to minimal acceptable level. May be lacking in some areas which are not critical
4	Somewhat Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical
3	Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas
2	Very Poor	Very poor to Unsatisfactory
1	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner

After an initial review of the proposals, Consultants may be interviewed and requested to provide sample information of where the Consultant has recently completed work of a similar scope and focus.

Each bidder is asked to submit one (1) original and one (1) digital copy (CD/USB stick) of their complete proposal.

### **6. Proposal Award**

Proposal award will be made based upon the highest scored proponent in the evaluation process.

### **7. Other Public Agencies**

Prior to submitting this Proposal, it is of significant importance that all potential respondents be advised of the following:

It must be clearly understood that by submitting a Proposal in accordance with this document, the respective respondent is agreeing that other interested public agencies may review their Proposal document and further, if a successful respondent is selected by the Township and other public agencies deem it is in their best interest to join the Municipal contract under the same terms and conditions, then one or more parties may join the Municipal contract, if mutually agreed upon between the interested public agency and the successful bidder.

With the above agreement comes the realization that if other public agencies do join the Municipal contract on a consortium basis, then the total dollar volume resulting from any potential contract could prove to be significantly higher than suggested in this document and respondents are requested to consider this information while preparing their responses and bring to the Tender the best possible economic benefits and returns for the Township.

#### **8. Inquiry**

Any questions regarding this request for proposal should be sent to [cao@osmtownship.ca](mailto:cao@osmtownship.ca) .

#### **9. Amendments to “Standard Terms and Conditions”**

Where Amendments to the Township’s “Standard Terms and Conditions” are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

## Part B – Standard Terms and Conditions

### 1. Definitions

Bid	The document issued by the Township in response to which Quotation/Tenders/Proposals are invited for the performance of the work or supply of the equipment.
Bidder	A person(s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Township has awarded the contract.
Contract	The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Township	The Township of Otonabee-South Monaghan, its successors and assigns.
Notice of Award	Notice provided to the successful bidder of contract award.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

### 2. Bid Closing Time

Three (3) originals and one (1) digital copy (CD/USB stick) of their complete proposal, properly signed and sealed and clearly marked as to its contents, shall be delivered in person or by courier to the office of the Township of Otonabee-South Monaghan, 20 Third Street, Keene ON K0L 2G0 no later than the specified time and closing date indicated on the cover page of the document. Late bids shall not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened.

The Township of Otonabee-South Monaghan time mechanism will be considered the official time when determining exact time of submission.

### 3. Document Fees

When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part A – Information to Bidders, which forms part of this bid document.

#### **4. Bid Requirements**

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

- a) Bids must be submitted on the bid form supplied by the Township. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of Part D – Bid Form and all other sections and requirements as requested within the bid document. See Part D – Bid Form for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, they shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- d) All Bids are to be submitted in English only.
- e) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- f) Adjustments by telephone, facsimile (Fax), email or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later submission prior to the specified bid closing time.
- g) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of the company, and Tender number on the outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.
- h) Faxed Bid Submissions are not acceptable.
- i) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
  - i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Township of Otonabee-South Monaghan's Office prior to the closing date and time; and/or
  - ii. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
  - iii. Bid submission is delivered later than the closing date and time.

#### **5. Bidder's Statement of Understanding**

It is understood that the Bidder has carefully examined all of the bid documents and have carefully examined the Work to be performed under the Contract, if awarded.



The bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township as set forth or specifically referred to therein.

The Bidder declares that their submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

#### **6. Clarification of Bid Documents**

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. During the period prior to submission of Quotations/ Tenders/Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/ Tender/Proposal was prepared.

The Township will issue all written addenda to the bid documents by email to each bidder or prospective bidder who has provided an email address. Any Addendum will also be posted on the Municipal website at [www.osmtownship.ca](http://www.osmtownship.ca).

Bidders are required to confirm receipt of each addendum. Although the Township will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

#### **7. Bid Deposit Requirements**

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

See Part A – Information to Bidders, which form part of this bid document.

#### **8. Performance Surety Requirements**

Performance surety binding the Company faithfully to fulfill the obligations of his/her bid, as accepted, may be required by the Township within ten (10) working days from the date of request.

See Part A – Information to Bidders, which form part of this bid document.

#### **9. Insurance and Workplace Safety Insurance Board**

The successful bidders shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable, the bidder shall carry standard

automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice.

Coverage shall be at least \$2,000,000.00 per incident, with the Township of Otonabee-South Monaghan named as insured. Additional coverage may be required.

See Part A – Information to Bidders, which forms part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

OR

The successful bidder shall provide proof to the Township from the Workplace Safety & Insurance Board that the bidder does not require Workplace Safety & Insurance Board Insurance. If the successful bidder changes its status with the Workplace Safety & Insurance Board during the term of the contract such that coverage is required, the successful bidder shall immediately provide the Township with the W.S.I.B. Clearance Certificate.

Failure to provide such proof shall result in cancellation of the Contract.

**10. Proof of Ability**

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

**11. Document and Site Review**

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

**12. Pricing Requirement**

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part C – Specifications, in the Quotation/Tender/ Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

### **13. Terms of Payment**

Unless progress payments or any alternate terms are specified in the contract, the contact price may be invoiced after delivery and shall be payable 30 days from the receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The Township shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

### **14. Terms of Payment – For Construction Projects**

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all “As Built” drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director or designate, the Performance Sureties will be returned to the Company.

A two year warranty period will be in effect upon substantial completion of the works. Two and a half percent (2.5%) of the 10% lien holdback will be retained by the Owner as warranty surety for the duration of the warranty period, if applicable.

All payment will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Director or designate.

### **15. Delivery**

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, OSM Township Office unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

**16. Patents and Copyrights**

The Company shall, at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Township the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

**17. Assignment**

The Company shall not assign the contract or any portion thereof without the prior written consent of the Township.

**18. Occupational Health and Safety Act**

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that they have read and understood the Occupational Health and Safety Act together with the Township's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Township's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Township's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures whether by the Company or any of its subcontractors may result in the Company and/or subcontract being removed from the site and in the

immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Township.

The Company shall allow access to the work site on demand to representatives of the Township to inspect work sites to ensure compliance with the Contract and the Township's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its subcontractors will entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the Company under this contract or any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a subcontractor, the Company agrees that the provisions of this section will apply to the subcontract and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Township reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

### **19. Laws, Regulations, Permits, Fees and Licenses**

The Company shall comply with relevant federal, provincial and municipal statutes, regulations, and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Township and any other governing body.

**20. Substitutes and Alternatives**

Unless qualified by the provision “No Substitute”, the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Township. If the bidder does not indicate that the goods and/or services they propose to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

**21. Quantities**

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

**22. Samples**

Samples, when required, must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following the request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

**23. Quotation/Tender/Proposal Procedures**

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Township's Purchasing Policies.

**24. Contract Award**

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omission. The Township also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Township be unable to reach an

agreement with the lowest compliant bidder, the Township reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call if, in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of Otonabee-South Monaghan reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Township may at any time within that period, without notice, accept a Bid whether any other bid has been previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the Township.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder.

Notwithstanding and without restricting the generality of the statements above, the Township of Otonabee-South Monaghan shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date:

- a) When only one Bid has been received as a result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all Bids received fail to comply with the specifications of the tenders terms and conditions;
- d) When a change in the scope of work or specifications is required.

### **25. Contract Cancellation**

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement:

- a) If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice, terminate the contract.
- b) If the Company fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities

relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.

Any termination of the contract by the Township, as foresaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the contract, it is entitled to:

- i. Take possession of all the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances;
- ii. Withhold any further payments to the Company until its liability to the Township is ascertained;
- iii. Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

#### **26. Availability of Labour and Escalation**

The bidder shall fully inform themselves regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make their own assessment of escalation in costs and increased labour costs and include all of these costs in their bid.

#### **27. Correction of Defects**

If, at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment, any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Township. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's Factory or repair depot and the point of use.

#### **28. Disclosure**

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the Township for results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.



Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

### **29. Freedom of Information**

All information obtained by the Company in connection with this bid is the property of the Township of Otonabee-South Monaghan and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Township of that fact.

The Company may declare confidentiality of their bid; however, the Township is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Township of Otonabee-South Monaghan please contact the Clerk, Township of Otonabee-South Monaghan, PO Box 70, 20 Third Street, Keene ON K0L 2G0 (705-295-6852).

### **30. Complaints**

Any complaint on the process and procedures as outlined in the Township's Purchasing Policy to define the procedures with respect to the procurement of goods and services by The Corporation of the Township of Otonabee-South Monaghan shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

### **31. Accessibility**

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

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all subcontractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable

regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

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

## Part C – Specifications

### 1. Scope of Project

The Township of Otonabee-South Monaghan is seeking proposals for a Development Charges Background Study and By-law Update.

### 2. Scope of Work

#### 2.1 Terms of Reference

The Corporation of the Township of Otonabee-South Monaghan (hereinafter referred to as “the Township”) is seeking to engage a consultant to update the Township’s Development Charges Background Study and to prepare an updated draft Development Charges By-law pursuant to the *Development Charges Act*, 1997, S.O. 1997, Chapter 27, as amended. ***The Township’s current Development Charges By-law No. 2020-60 will expire on December 15, 2025.***

#### 2.2 Background

The Township of Otonabee-South Monaghan is a lower tier Township located in southern portion of the County of Peterborough with a permanent population of approximately 7000. Otonabee-South Monaghan is predominantly agricultural community with a number of hamlets, the largest of which is the Village of Keene. The highway 7 corridor runs through the northern portion of the municipality, affording opportunities for commercial and employment-related development. The Trent-Severn waterway through the heart of the Township along the Otonabee River and then through Rice Lake, which is the Township’s southern boundary. There are numerous resorts and cottages located along this waterfront.

The Township provides the following services:

<b>General Government</b>	<b>Building and Planning</b>
<ul style="list-style-type: none"> <li>• Council</li> <li>• Administration</li> <li>• Finance</li> <li>• Human Resources</li> <li>• Information Technology</li> <li>• Legal</li> <li>• Cemeteries</li> <li>• Economic Development</li> <li>• Keene Medical Centre</li> </ul>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Building</li> <li>• Property Standards</li> <li>• Animal Control</li> <li>• Protective Services</li> <li>• Conservation</li> <li>• Shoreline Purchases</li> <li>• Source Water Protection</li> </ul>
<b>Public Works Services</b>	<b>Fire Protection</b>
<ul style="list-style-type: none"> <li>• Solid Waste Management excluding landfill and recycling collection</li> <li>• Municipal Drinking Water</li> <li>• Roads</li> </ul>	<ul style="list-style-type: none"> <li>• Fire Protection and Prevention</li> <li>• Medical First Response</li> <li>• Emergency Management</li> <li>• 9-1-1 System</li> </ul>

<ul style="list-style-type: none"><li>• Bridges</li><li>• Culverts</li><li>• Parks</li><li>• Community Centres</li></ul>	
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### 3. Intent of the Proposal

#### 3.1 Requirement and Deliverables

The Background Study shall meet all requirements of the *Development Charges Act* and related regulations. The report shall be clearly written and well organized, include a table of contents and appendices containing supporting data and information and a draft By-law. The consultant will provide, and present to Council, copies of the draft and final reports and all work completed in a format satisfactory to the Township.

#### 3.2 Components to be addressed in the Background Study

- Review current and long term population growth analysis and, if necessary, undertake an update of this analysis and other primary statistical and data elements.
- Evaluate options for development charges based on geographic Services Areas; developing an appropriate methodology for calculating levels of service and allowable charges for service eligible for development charges funding.
- Determine the extent where Service Areas can be broken out.
- Evaluate various Service Area Options, including calculating appropriate development charges rates for each potential Service Area.
- Complete a cash-flow analysis based on revenues and expenditures to ensure anticipated development charges revenue will provide for necessary expenditures.
- Calculate Incremental Operating Costs related to growth expenditures.
- Assist the Township in considering new services to be included in the By-law.
- Provide advice with respect to various development charges related issues.
- Ensure the Study meets all the requirements of the *Development Charges Act*, as amended, and related regulations.

#### 3.3 Project Completion Date

The Study is required to be completed in a timely fashion to support the adoption of a new Development Charges By-law with an effective date of December 15, 2025.

Municipal staff will coordinate the consultation process, including notification to stakeholder groups and the public with respect to meetings and providing handout material. The consultant will present information and be available to respond to inquiries at public meetings regarding the Study.

#### 3.4 Meetings

The consultant will attend and make presentations at the following:

- Public Meetings as required under the Act – 1 meeting
- Regular Council Meetings – 2 meetings

- Interview and work with the Township’s Senior Management Team – as required to conduct a complete and thorough background study

**4. Proposal Structure and Content Requirements**

**4.1 Proposal Submission Structure**

The proposal document should be structured in sections that refer to the headings addressed in the Proposal Content Requirements of this section and should be numbered and tabbed accordingly.

**4.2 Proposal Content Requirements**

<b>Section</b>	<b>Content</b>
<b>1</b>	Introduction
<b>2</b>	Statement of Qualifications
<b>3</b>	Work Program
<b>4</b>	Schedule
<b>5</b>	Cost Estimate
<b>6</b>	Qualifications and Background of Consultation Team
<b>7</b>	Conflicts of Interest
<b>8</b>	References

**4.2.1 Introduction**

Proponents are to provide a brief introduction of the organization submitting the proposal. Proponents are invited to include information such as, but not limited, to the following:

- General company profile (ownership, affiliations, customers, number of years in operation, etc.)
- Address and contact information for the proposing entity
- Size of the company, number of employees, and operational footprint.

**4.2.2 Statement of Qualifications**

Brief description on significant similar projects.

**4.2.3 Work Program**

Describe the firm’s approach and methodology.

**4.2.4 Schedule**

In this part of the proposal, please submit a project schedule clearly identifying key milestone dates.

It is the intention of the Township to have a new Development Charges By-law effective as of December 15, 2025.

**4.2.5 Cost Estimate**

The Proponent's submission shall include:

- Overall project cost exclusive of HST
- A detailed cost and time breakdown of each major activity identified in the proposal
- A time and cost breakdown for each team member
- Identifying any disbursement and the associated costs
- A fee schedule and hourly rates for all project team members

#### **4.2.6 Qualification and Background of Consultation Team**

Please provide the proposed consultant team expected to be dedicated to this project, detailing how they will be organized, their capabilities, experience, and any special skills of each individual team member.

#### **4.2.7 Conflicts of Interest**

This section would outline any real or perceived conflicts of interest, if successfully chosen for the engagement. Conflicts could include, but are not limited to, any relationships between members of the proponents and the Township, or any private assignment outside of the Development Study that would influence the project.

#### **4.2.8 References**

This section is to include client references (minimum of 3). The Township reserves the right to contact references, which may affect a Proponents evaluation score. References associated with the Township of Otonabee-South Monaghan will not be considered or accepted.

### **5. Proposal Process**

#### **5.1 Request for Proposal Schedule**

The following outlines the timeline that has been established for the proposal selection process.

<b>Description</b>	<b>Date</b>
Request for Proposal Issued	November 15, 2024
Proposals Due Date	January 15, 2025
Anticipated Decision on Successful Proponent	January 31, 2025

**Note:** although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates at its sole discretion.

#### **5.2 Documentation**

The Proponent is to provide:

- One (1) original and one (1) digital copy of the proposal
- All proposals must be legible and written in ink or typewritten
- All proposals must be submitted in a sealed envelope

## **Part D – Bid Form**

**The Corporation of the Township of Otonabee-South Monaghan  
20 Third Street  
Keene ON K0L 2G0**

**Proposal #: RFP-DC-01-2025**

**Development Charges Background Study and By-law Update**

**Documents to be enclosed with this Bid Form:**

- Bidders Information Form**
- Declaration of Accessibility Compliance**
- Schedule of Items & Prices**
- Declaration**

Email complete package to: [cao@osmtownship.ca](mailto:cao@osmtownship.ca)

Documents are not considered received unless an email is sent from the Township confirming it's receipt.

Upon award, an insurance and WSIB certificate will be required.

**Bidders Information Form**

Bidders must complete this form and include with the Bid Submission. Please ensure all information is legible.

**Company Name:** \_\_\_\_\_

**Main Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Office Phone #:** \_\_\_\_\_

**Toll Free #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**H.S.T. Account #:** \_\_\_\_\_

**Acknowledgement To Receipt of Addenda**

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provisions set out in such addendum(s)

<b>Addendum #</b>	<b>Date Received</b>
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda received

\_\_\_\_\_  
Name Signature Date



**Declaration of Accessibility Compliance**

**Company Name:** \_\_\_\_\_

**Main Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I/we acknowledge that as, a Contractor/Consultant of the Township of Otonabee-South Monaghan, we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all subcontractors hired by us in completion of our work will also comply with the above Standards.

**Schedule of Items & Prices**

(All unit prices are not to include HST)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts A, B, C, and D of the Proposal for the following prices.

The Township reserves the right to cancel any or all items.

Cost of Total Project

Subtotal	\$	_____
HST	\$	_____
<b>Total Project Price</b>	<b>\$</b>	_____

**Declaration**

To The Corporation of the Township of Otonabee-South Monaghan, Hereafter called the "Township":

I/We \_\_\_\_\_ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true, accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Document, including Part A – Information to Bidders; Part B – Standard Terms and Conditions; Part C – Specifications; and Part D – Bid Form.
3. That I/we do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) days and prices for as long as stated elsewhere in the Bid Document, and that the Township may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Township, is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/we agree to furnish all documentation, security and certifications as required by the Bid Document and to execute a formal contract in triplicate, if required, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the Township is fully conditional upon the receipt of said documentation, security and certifications by the Township within Ten (10) Working Days. If I/we fail to do so, the Township may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/we agree to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

**The undersigned affirms that he/she is duly authorized to execute this bid.**

Bidder's Signature and Seal: \_\_\_\_\_

Position: \_\_\_\_\_

Witness: \_\_\_\_\_

Position: \_\_\_\_\_

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the \_\_\_\_\_ of \_\_\_\_\_  
(Town/City)

this \_\_\_\_\_ day of \_\_\_\_\_ 2025