



**Request for Proposal  
(RFP)**

Employment Lands Strategy for the Township of Cavan Monaghan  
**RFP Planning 19-01**

Request for Proposals will be received not later than:

**June 14, 2019  
11:00 a.m. Local Time**

Addressed to:  
Attn: Karen Ellis, Director of Planning  
988 County Rd 10,  
Millbrook, ON  
L0A 1G0

Re: RFP Planning 19-01

## **1.0 Introduction**

The Township of Cavan Monaghan invites proposals from qualified proponents interested in providing consulting services for the development of an Employment Lands Strategy for the Township of Cavan Monaghan. The Township is looking for the strategy to provide a comprehensive review of the employment lands within the Township and to provide policy recommendations regarding the location, size, development and management of employment lands within the Township. The results will assist the Township in developing the Official Plan.

The requirements for responses to this Request for Proposal (RFP) are described in this document. The proposal must meet all of the requirements outlined. The Township, at its sole discretion, reserves the right to refuse any proposal and to re-issue this RFP.

The project will commence when a contract has been signed and will run for approximately four (4) months.

The Township reserves the right not to accept any proposal and to select individual items specified in the scope of work. All proposals must be on Township forms which are available on the Township website [www.cavanmonaghan.net](http://www.cavanmonaghan.net), or by email upon request, or at the Township Municipal Office, 988 County Road 10, Millbrook, ON L0A 1G0. Should the documents be downloaded from the website, please send a confirmation email to [kellis@cavanmonaghan.net](mailto:kellis@cavanmonaghan.net) to be registered on the potential proponents' list. Failure to register may result in your proposal being disqualified. All proposals must include the original RFP Planning 19-01 document as reference in the submitted proposal, inclusive of any addendum.

The following sections are intended to guide the preparation of proposals for the Employment Lands Strategy.

## **2.0 Project Costs**

The contract between the Township of Cavan Monaghan and the consulting team shall specify the project costs. The cost shall be considered an upset figure which will not be exceeded. The project cost is one of the proposal evaluation criteria.

Please note that:

- a. The cost of advertising and room rentals required for meetings open to the public in the context of any public consultation process will be paid for by the Township of Cavan Monaghan. The Township will be responsible for the preparation and placing of all advertising and providing appropriate meeting facilities.

- b. The cost of any presentation support materials, exhibits and project products will be the responsibility of the consultant team.
- c. The proposal must outline all costs associated with supplying the identified services. The total price must be stated clearly at the outset and the work plan shall clearly identify the person-hours and fees associated with each task. Final selection will be subject to successful contract negotiations with the preferred consultant team.
- d. The Township will pay the consultant for providing the services in accordance with the payment terms set out in the contract, provided that the cost to complete the services as set out in the contract shall be the maximum amount that the Township shall be obliged to pay the consultant, unless otherwise agreed to in writing between the parties in advance of the execution of any work that may be considered beyond the scope of the contract.
- e. The consultant should consider the tax regime prevailing at the time of the contract submission closing date when determining pricing. All prices should be quoted net of applicable taxes and in Canadian funds.

### **3.0 Background**

#### **3.1 Study Area**

The Study Area includes all of the Township of Cavan Monaghan.

The Township of Cavan Monaghan is a lower tier municipality located in the County of Peterborough. The Township is made up of the Wards of Cavan, Millbrook and North Monaghan.

The Township is a predominantly agricultural municipality, forming the south west section of Peterborough County. The population of the Township of Cavan Monaghan is approximately 8800 and encompasses a geographic area of approximately 306 square kilometres.

Millbrook is the only serviced settlement area within the Township. Lands within Millbrook are designated to encourage the development of a complete community including residential, commercial, industrial, institutional and recreational land uses. Official Plan policy directs certain commercial uses to the downtown area and other commercial uses to the greenfield area. Larger employment and industrial uses are permitted predominantly in the greenfield area north of the downtown Millbrook.

Unserviced hamlet areas include Bailieboro, South Monaghan, Fraserville, Springville, Five Mile Turn, Mount Pleasant, Ida and Cavan. A variety of land

uses are permitted in the hamlets. The hamlets do, however, tend to be largely residential.

The Township has a number of established employment areas that primarily centre on transportation links. Lands are designated along the Highway 115, Highway 7, County Road 28, Airport Road and North Monaghan Parkway corridors. The Township is also home to the Peterborough Airport.

These lands are generally designated Rural Employment in the Township's Official Plan. The Rural Employment designation is intended to provide opportunities for those uses that, by their nature, may involve outdoor operations and generally provide goods and services to the rural community and businesses, are space intensive use requiring limited water and sanitary services, or are transportation related uses.

### **3.2 Project Rationale and Context**

The provincial planning framework requires municipalities to plan for the appropriate mix and range of employment to meet the municipality's long-term needs. In the recently approved Township of Cavan Monaghan Official Plan, several employment areas are identified. The size and location of these employment areas were intended to address the Township's employment land needs to the year 2031.

Since the approval of the Official Plan, the provincial policy framework has changed somewhat and the development of some of the employment lands is compromised because of environmental limitations (i.e. natural heritage systems, agricultural, growth plan). Given these issues, the Township feels it necessary to revisit the employment lands policies and designations in the Official Plan.

In addition, the Township wants to investigate and capitalize on potential regional employment opportunities. The City of Peterborough has publicly acknowledged that the City has little to no industrial land on which to develop new employment uses. With its location immediately west of the City of Peterborough, the Township is able to provide an employment land base to serve regional interests.

As indicated above, the Township is also home to the Peterborough Airport. There has been tremendous growth at the Airport over the past several years with the expansion of Flying Colours and the establishment of the Seneca Flight School. The Airport is serviced with piped water and sewer services and an upgrade to the services is being proposed by the City of Peterborough. Additional growth is anticipated in accordance with the Peterborough Airport Master Plan. Township lands in the vicinity of the Airport may hold potential to support the growth of the Airport.

The purpose of the Employment Lands Strategy is to review and assess the Township owned and privately owned industrial lands and other strategic lands in the Township of Cavan Monaghan and recommend a long term vision and strategy to:

- ensure the provision of an adequate supply of jobs for the Township;
- identify regional economic opportunities;
- identify partnership opportunities;
- explore the opportunities for the designation of Provincially Significant Employment Lands; and
- ensure that the municipality continues to develop in a competitive and sustainable manner.

The Strategy is intended to determine how the Township can optimize its land base to create a healthy, balanced, diversified and growing economy. The focus of the Strategy is on lands devoted to business and jobs, including commercial, office, industrial and institutional. The Strategy should also consider agricultural employment, on-farm diversified uses, agri-tourism opportunities and home based businesses.

The work will form part of the background to the development of new Official Plan policies for the Township of Cavan Monaghan. In addition, the Employment Lands Strategy is intended to fulfill part of the provincial requirements for a municipal comprehensive review.

### **3.3 Objectives**

1. Prepare an economic profile that includes major trends anticipated to shape and influence the Township's economy and employment;
2. Complete an assessment of existing conditions to identify challenges and opportunities that may affect the future development of the Township;
3. Provide an overview/analysis of the Township owned and privately owned industrial land base including an inventory of vacant industrial floor space;
4. Identify limitations in the industrial land supply, both in the Township and the Peterborough Region;
5. Examine the role of public and private sectors in industrial land development;

6. Review the existing employment policies and regulations and recent practices in other municipalities to provide recommendations for Official Plan policy and Zoning By-law regulations. This review should include an analysis of complementary uses and the conversion of employment lands to a broader range of uses (i.e. recreation);
7. Forecast future demand of industrial land to 2041 based on absorption rates, existing vacant industrial land supply and the most recent employment projections;
8. Recommend strategies to create a long term vision and plan for employment land in the Township to ensure employment and residential opportunities are well-balanced;
9. Review zoning by-law to ensure the Township has optimized economic development opportunities;
10. Recommend marketing strategies to target, promote, attract and develop commercial and industrial growth in the Township;
11. Ensure recommended strategies are compliant with A Place to Grow - Growth Plan for the Greater Golden Horseshoe (May 2019) and any other applicable legislation.

The Township will establish a Technical Advisory Committee (TAC) for this project. The Committee will be made up of Township Staff, Council Members and Staff of outside agencies like Peterborough & the Kawartha Economic Development (PKED). The Committee will meet monthly with the consulting team to discuss issues, review documents and provide feedback.

#### **4.0 Reference Material**

Included but not limited to:

- County of Peterborough Official Plan
- Township of Cavan Monaghan Official Plan
- Township of Cavan Monaghan Zoning By-law No. 2018-58, as amended
- A Place to Grow - Growth Plan for the G.G.H. (May 2019)
- Downtown Millbrook Revitalization Plan
- Detailed Streetscape & Design Guidelines for Downtown Millbrook

- Downtown Millbrook Community Improvement Plan
- Township of Cavan Monaghan Corporate Strategic Plan 2019
- Township of Cavan Monaghan Road Needs Study
- Township of Cavan Monaghan Water and Wastewater Allocation Policy
- Township of Cavan Monaghan Development Charges By-law
- Township of Cavan Monaghan Parks and Recreation Master Plan 2011
- Peterborough Airport Master Plan
- Provincial legislation as applicable (Provincial Policy Statement (2014), Oak Ridge Moraine Conservation Plan (2017), Greenbelt Plan (2017) etc.

## **5.0 Deliverables – End Project**

The Respondent shall provide the following:

- One (1) education session with Township Council at the start of the project;
- One (1) Technical Advisory Committee meeting per month;
- Ten (10) bound copies of the final report and a digital copy (in MS Word and searchable PDF format);
- Electronic copies of all power-point presentation suitable for public viewing;
- All materials received from the Township of Cavan Monaghan;
- All project-related written notes and presentation materials prepared by the consultant;
- Final report presented to Council for adoption;
- The successful proponent will report directly to the Director of Planning, Karen Ellis and the Chief Administrative Officer, Yvette Hurley.

## **6.0 Respondent Information Required in this Request**

At a minimum, proposals must:

- Summarize total project costs, including disbursements, an upset limit and clearly indicate a cost quote with all costs pre-HST with taxes listed separately;
- Provide a description of the firm and associated sub –consultant firms;
- Demonstrate the consulting firm’s expertise in the preparation of Employment Lands Strategies;
- Provide a summary of the firm’s relevant recent experience, including a list of projects completed and underway, three (3) references, and contacts for those references;
- Include a concise statement of the firm’s understanding of the project requirements and a discussion of the unique aspects of the firm and their approach to the project;
- Outline the methodology to be employed in undertaking the study, including a broad description of how the firm shall approach the subject;
- Outline the proposed role for each staff member who will be involved in the project, and an indication of the experience of such staff members with similar projects in a similar setting;
- Provide a complete work plan schedule including a labour allocation schedule that depicts the time that each project member shall spend on the various tasks in the project; and
- Describe the resources that will be allocated by the consultant and the resources that will be expected from the Township.
- Harmonized Sales Tax (HST) to be shown separately.

## **7.0 Insurance and Indemnification**

The successful bidder shall, at its own expense, obtain and maintain required insurance until the termination of the contract, and provide the Township with evidence of:

**Commercial General Liability** insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) dollars for any negligent acts or omissions by the bidder 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 liability, broad form property damage, owners and contractors' protective, products and completed operations, employees as additional Insured, occurrence property damage, contingent employers liability, cross liability and severability of interest clauses.

Such insurance shall add the Corporation of the Township of Cavan Monaghan as an additional insured subject to a waiver of subrogation in favour of the Township with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful bidder shall indemnify and hold the Corporation of the Township of Cavan Monaghan harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence act or omission whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

**Professional Liability (Errors and Omissions) Insurance** coverage shall be obtained to a limit of not less than Five Million (\$5,000,000) on claims made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The successful bidder shall at their own expense obtain and maintain insurance as stipulated in the contract for the duration of the contract. The bidder shall provide the Township with a letter from their insurance broker confirming their ability to meet the insurance requirement as set out in the contract and that if they are successful they will provide the Township with a certified copy of a liability insurance policy covering public liability and property damage for no less than the minimum amounts within 10 days of notification of acceptance of the contract award. The policy must contain; a "cross liability" clause or endorsement; an endorsement certifying that the Corporation of the Township of Cavan Monaghan and the successful bidder are included as an additional named insured; and, an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Township of Cavan Monaghan.

## **8.0 RFP Schedule**

The RFP process will be governed according to the following schedule. 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.

Release of RFP:	May 23, 2019
Deadline for Submitting Inquiries:	June 5, 2019
Deadline for Responding to Inquiries:	June 10, 2019
RFP Closes:	June 14, 2019
Interviews for short-listed Firms (if required):	June 20, 2019
Final Selection:	June 25, 2019

## 9.0 Submission of Proposals

Each Respondent must submit five (5) bound copies of the RFP no later than **11:00 a.m. June 14, 2019**, addressed to the Township of Cavan Monaghan as follows:

Township of Cavan Monaghan  
 988 County Rd 10  
 Millbrook, ON  
 L0A 1G0  
 Attention: Karen Ellis, Director of Planning

The outside of the shipping carton/envelope must be clearly marked **Planning - 19-01 Employment Lands Strategy** together with the Consultant's name and address.

Any Proposals received after the above deadline will be returned unopened to the Consultant.

## 10.0 Ownership and Delivery of Materials

The successful consultant agrees that all information and material that constitutes any part of this project, acquired or prepared by the successful proponent pursuant to this contract shall, both during and following the termination of the contract, be the sole property of the Township, including all information and material provided by the Township to the proponent for the purposes of this contract.

Upon the request of the Township, the successful consultant agrees to deliver forthwith to the Township all materials and information specified in the request that is the property of the Township and in the possession or under the control of the successful consultant. No copy or duplicate of any such material or information delivered to the Township shall be retained by the successful consultant and/or supplier team without the prior written approval of the Township. The successful consultant further agrees not to destroy any

material or information which is the property of the Township without the Township's prior written approval. This provision survives the expiration or termination of the contract.

## **11.0 Pre-Submission and Other Information**

If any Consultant has questions concerning the request, finds discrepancies or omissions in the solicitation document, or requires clarifications, such matters should be submitted in writing to: Karen Ellis, Director of Planning, 988 County Rd 10, Millbrook, ON L0A 1G0

E-mail: [kellis@cavanmonaghan.net](mailto:kellis@cavanmonaghan.net)

Lobbying or contact with Township staff, officials or advisers, including Councillors, about this RFP is prohibited and can be considered grounds for disqualification from the process.

All persons or companies who are directly or indirectly involved with private landowners in the Township or adjacent municipalities with regard to the development or potential development of employment lands are deemed to be in a conflict of interest and are ineligible to bid.

The Township reserves the right to request additional data or information after the Proposal date if, in the Township's sole view, such data or information is considered pertinent to aid the review and evaluation process.

The Township reserves the right to supplement, add to, delete from and change this solicitation document. Proponent will be advised by fax or e-mail of any changes that are made.

The Township reserves the right to reject any portion of any Proposal and/or reject all Proposals, to waive any informalities or irregularities in the Proposals, or to re-invite or to re-advertise.

Any amendments and/or questions will be circulated to all registered on the potential bidders list.

## **12.0 Evaluation Criteria**

The following criteria, which are not in any particular order, will be used to determine the ranking of the respondent and proposed system:

<b>Evaluation Criteria</b>	<b>Score</b>
Understanding of Project Objectives	5
Experience and Qualifications of Project Team - Direct company, principal staff assigned to the project and references for past performance with other municipalities preferably in the Ontario marketplace, in providing similar services within the last three years.	25
Proposed Work plan <ul style="list-style-type: none"> <li>• Quality</li> <li>• Completeness</li> <li>• Unique/innovative approaches</li> </ul>	50
Schedule/Timetable	5
Pricing and Related Costs	15
<b>Total</b>	<b>100</b>

Interviews may be conducted if deemed necessary by the Evaluation Committee.

### **Employment Lands Strategy Evaluation Committee**

- The Evaluation Committee may consist of the C.A.O., the Director of Planning, the Economic and Community Development Co-ordinator, the Director of Public Works for the Township, and the Manager of Planning for the County of Peterborough.
- The Committee will evaluate the submissions based only on the established criteria as presented in the original bid documentation.
- A copy of the completed evaluation forms along with Committee recommendation will be kept in the care and control of the Township Director of Planning in a confidential file and utilized for dispute resolution if necessary.
- The Township Director of Planning shall prepare a recommendation to Council.

### **13.0 General Information for Respondents**

#### **Sub-Contracting**

The selected consultant, who has been approved by the Council of the Township, shall be considered to be the prime contractor and shall keep the operation totally under their control and shall not assign, transfer or sub-contract any portion without the written approval of the Township. The consent of the Township for such assignment or sub-

contracting shall not relieve the prime contractor from completion of the project in accordance with the terms of the contract.

Where a consultant submits a joint proposal or proposes a partnership arrangement, the consultant must assume the lead or prime contractor position. As such, the consultant will have the overall responsibility for completing the project as proposed.

### **Contract Amendments and Revisions**

No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Township and approved by the Township.

No amendment that changes the price of a contract shall be agreed to without a corresponding change order describing the change in requirement or scope of work.

Amendments to a contract are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget including authorized revisions.

### **Payment**

Payment Terms shall be thirty (30) days net from the date when a progress invoice is received by the Township of Cavan Monaghan.

Payment for all the work specified in the proposal is included in the Contract Price. No separate measurement or payment will be made for individual items. The payment provided shall be deemed to include full compensation for the supply of information and materials.

### **Project Meetings**

#### **General**

The Township Director of Planning will schedule meetings throughout progress of the project with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, reproduce and distribute copies of minutes after each meeting to participants and parties affected by meeting decisions.

#### **Pre-project Meeting**

- 1) The Consultant shall be prepared to discuss the following subjects, as a minimum:
  - a) Project Schedule
  - b) Consultant's Project Representative

- c) Progress Payment Procedures
  - d) Project Changes and Clarification Procedures
- 2) Attendees will include:
- a) Township Representatives
  - b) Consultant's Office / Representatives
  - c) Subcontractors' representatives if applicable
  - d) Others as appropriate

### **Approval**

All RFP's are subject to Purchasing By-law No. 2013-61 and any amendments thereto. The decision of the Township shall be final. The successful consultant shall not make any claims for additional costs or expenses due to the delay in, or cancellation of the award of this RFP, due to the approval process.

### **Access to Information**

The disclosure of information received relevant to the issue of a bid solicitation or the award of contracts emanating from bid solicitations shall be made by the appropriate offices in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial, legal or other human resources information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- i. Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
- ii. Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied;
- iii. Result in undue loss or gain to any person, group, committee or financial institution or agency; or
- iv. Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

**Response Form – A - Identification of Respondent**

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Name of Firm:

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Address:

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City

Province

Post Code:

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Tel:

Fax:

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Email:

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Name of Person signing for Firm:

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Position of Person signing for Firm:

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Signature:

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Date:

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**Person signing must be authorized to sign on behalf of the Company/Individual represented, and to bind the Company/Individual to statements made in response to this contract.**

Do not remove any page from this quotation document.  
Failure to return all pages with your bid may invalidate your bid.

**Response Form – B - Contract**

**Re: Contract for Employment Lands Strategy for the Township of Cavan Monaghan**

The undersigned has examined the scope of the project described herein and is fully informed as to the nature of the work and the conditions related to its performance.

I/WE declare that I/WE have carefully examined addenda no.\* \_\_\_\_\_ to no. \* \_\_\_\_\_ and hereby acknowledge the same to be part and parcel of any contract to be let for all work therein described.

I/We hereby propose to furnish all necessary machinery, tools, apparatus and other means required to do all the work, furnish all materials and to complete the work herein described in strict accordance with the plans, therefore, and in conformity with the requirements of the specifications and supplemented specifications as may be provided by the Owner for the performance of said Work.

This submission constitutes a valid and irrevocable offer which will remain open for acceptance by the Township for no less than sixty (60) days following the closing date.

All amounts are in Canadian funds.

- To be completed by respondent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Person signing must be authorized to sign on behalf of the Company/Individual represented, and to bind the Company/Individual to statements made in response to this contract.**

## Response Form – C - References

### References – Must be completed and returned with submission

**References:** State names, addresses and telephone numbers and email addresses of clients for whom your company has performed similar services:

1. Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

References will be used as part of the evaluation process

## Response Form – D - Fee Proposal

Employment Lands Strategy costs within scope described in RFP Planning 19-01, Employment Lands Strategy for the Township of Cavan Monaghan.

<b>Stage 1: Information Collection</b>		
Estimated number of meetings:		
Cost: \$	HST: \$	Total: \$
<b>Stage 2: Analysis and Recommendations</b>		
Estimated Number of Meetings:		
Cost: \$	HST: \$	Total: \$
Materials for Presentation:		
<b>Stage 3: Preparation of Employment Lands Strategy</b>		
Estimated Number of Meetings:		
Materials for Presentation:		
Cost: \$	HST: \$	Total: \$
<b>Stage 4: Approval</b>		
Estimated Number of Meetings:		
Materials for Presentation:		
Cost: \$	HST: \$	Total: \$

\_\_\_\_\_  
Hourly rate for additional services considered out of scope:

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Position of Person Signing

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Signature

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Date

Person signing must be authorized to sign on behalf of the Company/Individual represented, and to bind the Company/Individual to statements made in response to this contract and must have a full understanding of the responsibilities and work to be completed in Planning 19-01, Employment Lands Strategy the Township of Cavan Monaghan.