



# **RFP P-001-19**

**Consulting Services**

**For**

**SHORT TERM ACCOMODATION**

**POLICY & REGULATION**

**IMPLIMENTATION**



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## **INFORMATION TO PROPONENTS**

### **1. Scope of Project**

The Municipality of Northern Bruce Peninsula is seeking a qualified Municipal Planning Consultant with specific knowledge and expertise in drafting and implementing Short Term Accommodation (STA) policies and regulations. The purpose of this Request for Proposal is to secure the services of a qualified consulting firm or individual to perform the following duties:

- a) Provide advice/recommendations to Council and Town staff pertaining to policy development for STA's
- b) Preparing documentation for public meetings regarding STA's (min. 2 public Meetings)
- c) Attend/present at public meeting regarding STA's
- d) Provide required STA policies for Council consideration
- e) Liaise with municipal staff on a regular basis providing updates and direction
- f) Attend council meetings as required (max 5 council meetings)

### **2. Date of Proposal Submission**

A pdf. copy of the proposal shall be submitted to:

Bill Jones, CAO  
cao@northernbruce.ca

Proposals must be submitted (e-mailed) under the following instructions.

**PROPOSAL CLOSING DATE: March 19, 2019**  
**TIME: 2:00 p.m., local time**

Submissions received by the date and time of closing will be opened immediately following the time of Proposal closing.

### **3. Project Contact**

Bill Jones, CMM III  
Chief Administrative Officer  
Municipality of Northern Bruce Peninsula  
56 Lindsay Rd 5  
Lion's Head, On  
NOH 1W0  
Email cao@northernbruce.ca



## 4. Introduction

Northern Bruce Peninsula is located at the tip of Bruce County. The Municipality has a permanent population of 3,900 with a seasonal influx of cottagers and visitors that swells the population into the tens of thousands. Northern Bruce Peninsula is a mecca for the outdoor enthusiast. Within our municipal boundaries lies the Niagara Escarpment, a UNESCO World Biosphere, two National Parks, Flower Pot Island, the Grotto, Singing Sands, several Provincial Parks/Reserves, the historic Cabot Head Lighthouse, thousands of acres of Nature Conservancy lands, First Nations hunting grounds, the Bruce Trail, two harbours, inland lakes and 5,000 acres of Bruce County forests/trails.

Over the past five years, Northern Bruce Peninsula has seen tourism explode with exponential increases in visitation year over year. Our Bruce Peninsula National Park is now one of the most visited in all of Canada.

Along with the impressive increase in tourism, NBP has seen substantial growth in STA's over the past several years. The Municipality has been monitoring the STA issue and has received a significant number of public comments, complaints and/or concerns. The Municipality is currently compiling an inventory of STA's and believes that there approximately 500 within NBP.

STA's are creating concerns in some neighborhoods where issues regarding noise, overloaded septic systems, dwelling capacity, public safety, insufficient parking and other issues are being raised.

Council has confirmed that addressing STA's through some sort of regulation or policy is of high priority, and is seeking assistance to help create the framework that will resolve issues surrounding STA's

## 5. Project Objectives/ Responsibilities

The Municipality of Northern Bruce Peninsula is seeking a qualified Municipal Planning Consultant with specific knowledge and expertise in drafting and implementing Short Term Accommodation (STA) policies and regulations.

The project will require:

- a) Preliminary consultation with staff and council to gain an understating of the issue and council's concerns and suggestions
- b) Regularly scheduled meeting/telecons with applicable staff throughout the project
- c) Preparation of materials for use at public meetings and advertising and promotional campaigns
- d) Attendance and presenting at public meetings (min 2)
- e) Provide polices and regulations of STA's for council's consideration.
- f) Attendance at council meetings as required (max 5 meetings)

## 6. Contract Start Date and Term

It is the municipality's intention that the contract for services will begin April 15, 2019 and expire April 15, 2020.



## 7. Proposal Schedule

RFP Posting	March 5, 2019
Closing Date	March 19, 2019
Proponent Interviews *	April 1 to April 5, 2019
Report to Council	April 8, 2019

\* Please note, the municipality, at its sole discretion, may require an interview with the proponents who receive the top two (2) scores in the evaluation process.

## 8. Submission Format

- a. Submissions will be emailed to the “project contact” no later than the date and time listed in the “Date of Proposal Submission” section of this RFP
- b. Proposals must include and repeat the same headings as listed and topic sequence:
  - 1) Experience, Qualifications, Project Management
    - a) Provide an overview of the company history including past project samples. State the length of existence and types of services offered. Identify the technical details that make the Proponent uniquely qualified for this work.
    - b) Information is required of the makeup of staff including skills and qualifications of the project team. Identify key individuals that will be working on the projects by name and title. Resumes of key personnel to be performing functions for the Municipality, including education and professional certifications should be included.
    - c) Explain your experience and knowledge pertaining to Short term Accommodations and the regulation thereof. **Note: Significant consideration will be given to this section.**
  - 2) Budget and Cost
    - a) Each proposal should include an outline of the fee structure, including hourly rates for senior members, junior members, and all other employees whose services may be billed to the Municipality. Charges for specific services or disbursements are to be identified. Fees, rates and costs are to remain fixed for the term of the agreement.
    - b) In the submission, please identify whether the firm will charge for travel time to the Municipal Office (or other relevant locations), and if so, provide details of what rates will apply in these circumstances.
    - c) Please include a description of the method of accounting for time and expenses, as well as a sample of the type of detailed billing documentation, which would be provided to the municipality.
  - 3) References
    - a) A minimum of three references, two of which must be from the Ontario municipal sector. References should refer to recent or current projects or contracts of a



similar type, scope and magnitude as that to be undertaken on behalf of the Municipality. Each reference should include: the name of the organization/ municipality, a contact name, address and phone number, and a brief description of the work performed, including the duration of the project. The municipality may contact any or all of the references provided in its evaluation of the proposal.

- b) Evidence of the Proponent's work ethic, ability to create win-win situations, and how difficult situations were addressed will be evaluated.
  - c) Particular attention will be given to project management with regards to maintaining deadlines.
- 4) Satisfaction of General Conditions
- a) Please ensure that all general conditions (and relevant additions to the proposal) are met.

## **9. Disqualification**

The Municipality reserves the right to reject any or all proposals. Failure of the Proponent to satisfy any term or condition of this RFP may result in the rejection of said Proposal. Further, any incomplete proposals, qualified proposals, proposals not properly signed/dated, proposals received after the closing date/time, proposals with incomplete calculations, and proposals lacking required information will be rejected as incomplete.

## **10. Examination of Documents**

Each Proponent must satisfy himself or herself by a personal study of the RFP documents, by budgetary calculations, and scope of work, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Prices must include all incidental costs and the Proponent must be satisfied as to the full requirements of the RFP.

## **11. Proposal Withdrawal or Replacement**

Any Proposal may be withdrawn prior to the scheduled time for Proposal Closing by submitting written notice to the RFP contact. Replacement Proposals are welcome until the Proposal Closing.

## **12. Clarification of Submissions by municipality**

To assist in the examination, evaluation and comparison of submissions, the municipality may, at its discretion, ask the proponent for clarification of its submission. The request for clarification and the response shall be in writing and no change in substance of the submission shall be sought, offered or permitted.

## **13. Proposal Evaluation**

All submissions must be in compliance with the requirements of the RFP process in order to be considered for evaluation.

All qualified Proposals will be reviewed and evaluated.



It will be the responsibility of the municipality to initially read, review and evaluate each Proposal. The municipality may “short list” those Proposals that are most feasible for further consideration.

Proponents may be required to make an oral presentation in support of the proposal.

#### **14. Proposal Selection**

For the purpose of evaluation, the following criteria will be utilized to score each Proponent's Proposal.

<b>Category</b>	<b>Description</b>	<b>Points</b>
Experience, Qualifications, Project Management	Company history, qualifications of staff, project management experience, knowledge of regulating and policy creation pertaining to Short Term Accommodations	<b>50</b>
Budget and Cost	Fee structure proposed	<b>30</b>
References	List of previous clients/professional references	<b>15</b>
Potential for Conflict of Interests	Given the scope of work, is there potential for a conflict of interests?	<b>5</b>

#### **15. Proposal Award Procedure**

All Proposals shall be final and binding on the Proponent for a period of 60 (sixty) days from the closing date and may not be altered by any subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the municipality.

The Successful Proponent will be determined by the proposal that receives the highest scoring mark based on the evaluation criteria previously identified. The municipality will notify the Successful Proponent of the award. The Successful Proponent agrees to execute a Professional Service Agreement to undertake work within 10 business days of the date of notification of Award. It is the municipality's intention that the contract start date for the services will be April 15, 2019.





## GENERAL CONDITIONS

### 1. Conflict of Interest

The Proponent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the proponent's participation in this process and, if selected, the performance of the proponent's responsibilities pursuant to the retainer.

The municipality reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Proponent on such basis.

### 2. Indemnification

The Successful Proponent shall indemnify and hold harmless the municipality, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Proponent, its officers, agents, employees or other persons for whom the Proponent is legally responsible.

### 3. Liability Insurance

The Successful Proponent shall, at its own expense obtain and keep in force during the term of the Agreement the following insurance requirements.

- a) Commercial General Liability insurance satisfactory to the municipality and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to and include but not be limited to:
  - A limit of liability not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000
  - The municipality shall be added as an additional insured with respect to the operations of the Named Insured
  - The policy shall contain a provision for cross liability in respect of the Named Insured
  - Non-owned automobile coverage with a limit of \$2,000,000 and shall include contractual non-owned coverage



- b) A standard Automobile Policy with liability limits no less than \$5,000,000 in respect of each owned or leased licensed vehicle.
- c) Verification of Professional Liability Insurance in an amount not less than \$2,000,000.00 on a per occurrence basis.

#### **4. Occupational Health and Safety Act**

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Proponent acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work.

#### **5. Freedom of Information**

The municipality is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the municipality by the Proponent pursuant to this document may be available to the public unless the party submitting the information requests that it be treated as confidential.

Any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage may be identified as confidential. Proponents are encouraged to place all such details and information within a separate section of their submission. Complete Proposals are not to be identified as confidential.

#### **6. Accessibility for Ontarian's with Disability Act, 2005**

The Proponent's attention is drawn to the regulations issued by the Ministry of Economic Development, Employment & Infrastructure for the Province of Ontario under the *Accessibility for Ontarians with Disabilities Act*. The Proponent acknowledges that they will comply with the Act as it relates to the completion of this project.

#### **7. Addenda**

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFP will be posted as a RFP Addendum and emailed to all proposal takers.

Amendment and changes to this Proposal prior to the closing date and time stated herein will only be in the form of written Addenda and said Addenda will be issued by the municipality.

Addenda will not be released less than seventy-two (72) hours prior to the close of the Proposal. Any submission that does not acknowledge receipt of addenda shall be considered as incomplete and will be disqualified.



## **8. Sub-Contracts**

The Proponent shall ensure that all sub-contractors are bound by all the terms and conditions of the Professional Service Agreement.

Proponents are required to provide information on primary subcontractors and suppliers who will be retained for the performance of this Agreement.

## **9. Assignment of Agreement**

The Successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this agreement or his/her right, title or interest therein, or his power to execute such agreement, to any other person, company or municipality, without the previous consent, in writing, of the municipality's officials, which consent shall not be unreasonably withheld.

## **10. Laws and Regulations**

The Successful Proponent shall apply and pay for all necessary permits, licenses, approvals and consents required for the execution of the work.

The Successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the Professional Service Agreement.

## **11. Cancellation**

The municipality reserves the right to immediately terminate the Agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

The municipality shall provide written notice of termination.

## **12. Errors and Omissions**

The municipality shall not be held liable for any errors or omissions in any part of this RFP. It is understood, acknowledged and agreed that while this Request for Proposal includes specific requirements and specifications, and while the Municipality has used considerable efforts to ensure an accurate representation of information in this Proposal, the information contained in the RFP is supplied solely as a guideline for respondents. The information is not guaranteed by the Municipality to be accurate, nor necessarily comprehensive or exhaustive.

Nothing in the Proposal is intended to relieve the proponents from forming their own opinions and conclusions with respect to the matters addressed in the Proposal. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.



## Form of Proposal

### 1. Proponent Information

Company Name (hereinafter called the "Proponent"): \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Alt Number: \_\_\_\_\_

Website: \_\_\_\_\_ WSIB Account #: \_\_\_\_\_

HST Account #: \_\_\_\_\_ Years in Service: \_\_\_\_\_

Proponent's Representative: \_\_\_\_\_

Authorizing Signature, Authority and Title: \_\_\_\_\_

### 2. Acknowledgement to Receipt of Addenda

This will acknowledge receipt of the following addenda and, that the fee includes the provision set out in such addenda. Please list the addenda number and the date received by the Proponent.

Example: Addenda #1 received November 2, 2014

- 1) Addenda #1
- 2) Addenda #2
- 3) Addenda #3

Check here if NO Addenda received

THE PROPONENT DECLARES:



1. No person, firm or municipality, other than the Proponent, has any interest in this Proposal or in the proposed agreement for which this Proposal is made and to which it relates;
2. This Proposal is made by the Proponent without any connection, knowledge or comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same service, and is in all respects fair and without collusion or fraud;
3. No member of the Municipal Council or any other officer of the municipality will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with the *Municipal Conflict of Interest Act*, RSO 1990;
4. The content and requirements of this Proposal document have been read and understood.
5. That if this Proposal is accepted, the Proponent agrees to furnish an approved surety bond for the proper fulfilment of the agreement and to execute the Professional Service Agreement in duplicate within ten (10) days after being notified so to do.
6. All prices are quoted in Canadian funds.

A duly completed copy of the Proponent Information, Reference List and Sub-Contractor Form as stated herein is attached hereto.

DATED \_\_\_\_\_

SIGNATURE OF WITNESS \_\_\_\_\_

SIGNATURE OF AUTHORIZING PROPONENT \_\_\_\_\_



### 3. Proponent's Experience and References

Please provide three (3) references of accounts that your firm has provided similar service within the last five years. References will be equal in complexity and services requirements as outlined in this Proposal.

The municipality reserves the right to contact any and all references. The municipality defines a reference as any reference supplied within a Proposal submission, in addition to any others known to the Town.

<b>Project title, type of work, year completed</b>	<b>Client</b>	<b>Contact Name &amp; Phone Number</b>



**4. Sub-Contractors** *(if any)*

Below is a list of all primary subcontractors and suppliers who will be retained for the performance of this Agreement.

Name and Address	Work to be sub-contracted	Value of work contracted