

# The Corporation of the Town of Deep River

REQUEST FOR PROPOSAL  
for  
SALE & DEVELOPMENT OF MUNICIPAL LAND  
AT 33199 HWY 17  
2021-RFP-001

Original, three (3) hard copies and one (1) electronic copy of a Proposal in a sealed envelope plainly marked "**2021-RFP-001 Development of Municipal Property**" will be received at:

**Closing Location:** Town of Deep River  
100 Deep River Road  
Deep River, ON K0J 1P0

**Closing Date:** September 1st, 2021

**Closing Time:** 2:00 PM

Any questions or clarification regarding this Request for Proposal must be submitted, in writing, to:

**Christian Kaiser, Asset / Administrative Project Manager**  
[ckaiser@deeperiver.ca](mailto:ckaiser@deeperiver.ca)

**\* PROPOSALS WILL NOT BE OPENED IN PUBLIC \***

NOTE: Should any potential bidders download this Request for Proposal, it is the Proponent's responsibility to check for Addenda which will be posted on the Town website:  
<http://www.deeperiver.ca/>

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## 1 DEFINITIONS

- a. "Best Value" means the value placed upon quality, service, past performance and price.
- b. "Business Day" means a day other than a Saturday, Sunday or statutory holiday
- c. "Claim" means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto;
- d. "Competitive Selection Process" means the overall process for the selection of a Preferred Proponent (s) for the Project including, but not limited to, this RFP stage;
- e. Contact Person means the person identified as such on the cover page of this RFP, or their delegate;
- f. "Contract" means an agreement between the Town and the Successful Proponent.
- g. "Contract Award" means the time when all commercial terms of the Contract have been agreed upon;
- h. "Contract Execution" means the time when the Contract and all other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Contract have been satisfied;
- i. "Delivery Address" means the delivery address identified as such on the cover page of this RFP;
- j. "Intellectual Property Rights" has the meaning set out in Section 6.2;
- k. "Key Individuals of a Proponent" means the specific firms and persons, exclusive to the Proponent, filling the following roles (or equivalent) in the Proponent's Proposal;
- l. "must," "mandatory" or "required" means a requirement that must be met in order for a Proposal to receive consideration.
- m. "Preferred Proponent" means any entity, including the company, firm, consortium of any legal entity selected to negotiate the Project Agreement
- n. "Premises" shall mean building(s) or part of a building with its appurtenances.
- o. "Project" means the provision of complete services for the Development of the Property;
- p. "Project Agreement" means the agreement between the Town and the Proponent to provide all or some of the services;
- q. "Proposal" shall mean the Proponent's submission to the RFP.
- r. "Proponent" means a party submitting a Proposal to this RFP.
- s. "Request for Proposal" (RFP) includes the documents listed in the index of the RFP and any modifications thereof or additions thereto incorporated by addenda before the close of RFP.
- t. "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for RFP.
- u. "Special Conditions" means the special conditions, which are included in the RFP.
- v. "Specifications" means the specifications which are included in the RFP.
- w. "Statement of Requirements" means the functional requirements and specifications for the Services as set out in the Statement of Requirements;
- x. "Subcontractor" includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts, or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.
- y. "Successful Proponent" means the Proponent submitting the most advantageous RFP as determined by the Town of Deep River.
- z. "Third-Party Intellectual Property Rights" means all Intellectual Property Rights of any Person which is not a member of, or a related party to, a member of the Proponent Team;
- aa. "Town" means The Corporation of the Town of Deep River.
- bb. "Town Representative" means the representative or appointee engaged by the Town to supervise the work.
- cc. "Work" means any labour, duty and/or efforts to accomplish the purpose of this project.

## 2 SCOPE OF THE PROPOSAL

### 2.1 INTRODUCTION

This document outlines the overall scope of the project, sets out the basic requirements for the Proposal document and provides the evaluation criteria to be used as the basis for awarding the Contract. The objectives of the RFP are to evaluate the Proponent's experience, technical expertise, project methodology, schedule and fees to provide the services for this assignment.

### 2.2 BACKGROUND

The Corporation of the Town of Deep River (Town) owns a parcel of property it would like to see developed. The Town invites development firms to submit a proposal to develop the site at 33199 Highway 17, Deep River, Ontario. The services presently available within the vicinity of the subject site include natural gas, municipal water and sanitary sewer, hydro, telephone, and police and fire protection.

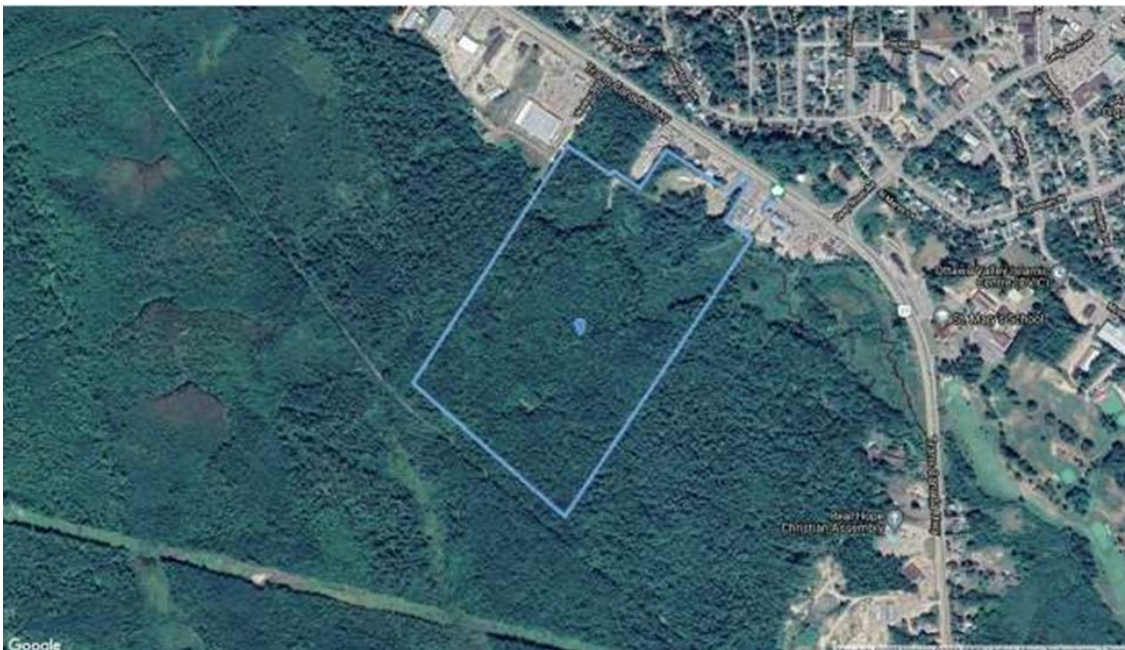
### 2.3 2.3 SITE OVERVIEW

The location map below indicates that the site is irregular in shape with  $\pm$  73 feet of frontage along Highway 17, with a total site area reported by MPAC of 65.85 acres. The site is vacant land that has future commercial development and residential development potential. The site is primarily level and treed with a creek running through the property, which may provide some impediments to its future development. Both the County of Renfrew and the Town of Deep River identify this creek as an Environmental Protection area.

### 2.4 ACCESS TO PROPERTY

The site has frontage along Highway 17, part of the Trans Canada Highway system and main highway commercial artery traveling through the town. There is one access point off of Highway 17 and also potential future access via Walker Road and its future extension (currently an unopened road allowance).

### 2.5 LOCATION MAP



## 2.6 OFFICIAL PLAN AND ZONING BY-LAW

The Official Plan designation and the zoning of 33199 HWY 17 are established in the Town of Deep River Official Plan and the Town of Deep River Comprehensive Zoning By-law 20-2020. The Official Plan designation for the subject property is *Highway Commercial, Rural, and Environmental Protection*. The subject property is zoned *Development (D)* and *Environmental Protection (EP)* in the Comprehensive Zoning By-law. The Official Plan and zoning by-law excerpts are found in Schedule 4.

However, the Town is amenable to alternate proposals that may better match the evaluation criteria and offer Best Value for the Town of Deep River.

## 3 SCOPE OF WORK

The Scope of Work is intended to define the work activities as accurately as possible. The Proponent is encouraged to use innovation when developing its Proposal and propose revisions or alternatives that are considered beneficial to the project.

The Project will include the following phases:

- Design a development that meets the zoning requirements or an alternative design that better meets the Evaluation Criteria
  - Apply for and receive rezoning (if proposal does not meet the current zoning)
  - Apply for and receive development permits
  - Apply for and received the appropriate building permits
  - Construct the development including all utility servicing in accordance with the conditions of the building permit
  - Provide the Town payment for the property
  - Undertake transfer of title from the Town to the Successful Proponent
- Issues of particular interest include;
- Affordability of the homes
  - Livability of the individual units and the development as a whole
  - Time period required to complete full construction
  - Maintaining current licence agreement with the North Renfrew Snowmobile Association
  - Environmental sustainability ("green" building practices)
  - Revenue to the Town for the land sale

## 4 SCHEDULE

The RFP will follow the following timelines

Activity	Timeline
RFP issued to Proponents	July 29 <sup>th</sup> , 2021
Deadline for Intention to Submit Proposal	August 6 <sup>th</sup> , 2021 at 2:00 PM
General Meeting for all Proponents	TBD
Last Date for Enquiries	August 10 <sup>th</sup> , 2021 at 2:00 PM
Response to Enquiries to all Proponents	August 17 <sup>th</sup> , 2021 at 4:00 PM
Closing Time	September 1 <sup>st</sup> , 2021 at 2:00 PM
Virtual Public Opening	September 1 <sup>st</sup> , 2021 at 2:30 PM
Selection & Announcement of Preferred Proponent	Approx. 4 weeks after closing date

The general meeting will be held on site at 100 Deep River Road, Deep River, ON.

## 5 FORM OF PROPOSAL

Project Title: 2021-RFP-001 Sale & Development of Municipal Property

Department: Public Works

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the Town of Deep River and any addenda issued in connection therewith.

The Proponent undertakes and agrees that:

### 5.1 EXECUTION OF CONTRACT

If the offer contained in this Proposal is accepted, upon being advised that the Contract (the Contract) are available at the office of the Corporate Officer, the Proponent will obtain the Contract and Drawings, if any, and will execute and identify the Contract and Drawings in a form and manner acceptable to the Corporate Officer and will deliver the same within (10) days from the time when the same are available or are delivered or mailed to the Proponent.

### 5.2 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

If awarded the Contract, the Proponent shall comply with the dates set out in the Contract and shall complete the contract within the time specified in the Contract.

### 5.3 OPTION TO REPURCHASE AGREEMENT

The Contract will require an Option to Repurchase Agreement to be entered into between the Proponent and the Town of Deep River that will provide for the repurchase of the subject property by the Town of Deep River in the event that the Proponent fails to comply with the dates set out in the Contract, including interim progress expectations and final completion. This Option shall be for the benefit of the Town of Deep River and may be waived by it in writing at any time.

### 5.4 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

### 5.5 ACCEPTANCE OF PROPOSAL

The acceptance of the Proposal by the Town shall be made only by the notice in writing from the Town, and will be addressed to the Successful Proponent at the address given in this Form of Proposal; and if the Proposal Documents are so worded, the Proposal may be accepted either in whole or part.

### 5.6 FAILURE OR DEFAULT OF PROPONENT

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, the Town at its option may consider the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the Town shall be null and void and the Town shall be free to select an alternate solution of its choosing.

Executed at \_\_\_\_\_, in the Province of Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
underseal of the Proponent as a speciality instrument.

**NOTE:** If the Proponent is a corporation, in addition to signature, affix corporate seal (if available). If a natural person makes the Proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and **NOT** incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature.

\_\_\_\_\_  
(Corporate Name if Proponent is a Corporation)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Complete Mailing Address of Proponent:

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## 6 INSTRUCTIONS TO PROPONENTS

The following terms will apply to this RFP and to any subsequent Contract. Submission of a Proposal in response to this RFP indicates acceptance of all the following terms:

### 6.1 GENERAL

- a. The law applicable to this RFP shall be the law in effect in the Province of Ontario. Except for an appeal from an Ontario Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of Ontario.
- b. In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply.
- c. Applicability of law: All references in the RFP to statutes and regulations thereto and Town bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.
- d. Copyright: All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the Town, shall remain the property of the Town.
- e. In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.
- f. Headings are for convenience only: Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- g. Method of payment is governed by Town policy as well as applicable Federal and Provincial laws.
- h. The RFP, accepted submission, and Town Contract represent the entire Agreement between the Town and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the Town.

### 6.2 INTELLECTUAL PROPERTY RIGHTS

- a. Grant of License

Subject to Section 5.2 b., by submitting a Proposal, each Proponent will and will deem to have:

- i. granted to the Town a royalty-free license without restriction to use for this Project, any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the "Intellectual Property Rights") contained in the Proponent's Proposal, or that are otherwise disclosed by the Proponent to the Town;
- ii. waived or obtained a waiver of all moral rights with respect to the Intellectual Property Rights contained in the Proposal;

Proponents will not be responsible or liable for any use by the Town or any sub-licensee or assignee of the Town of any Intellectual Property Rights contained in a Proposal.

b. Exceptions to License

The license granted under Section 5.2 a. does not extend to Third Party Intellectual Property Rights to non-specialized third-party technology and software that are generally commercially available. By submitting a Proposal, each Proponent represents to the Town that it owns or has, and will continue to own or have at the Proposal Closing Time, all necessary rights to all Third- Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Town and, subject to the foregoing exceptions, has the right to grant a license of such Third-Party Intellectual Property Rights in accordance with Section 5.2(a).

## **7 REQUEST FOR RFP PROCESS**

### **7.1 NOT A TENDER CALL**

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the Town.

### **7.2 NO OBLIGATION TO PROCEED**

Though the Town fully intends at this time to proceed through the RFP, in order to select the Works, the Town is under no obligation to proceed to the purchase, or any other stage. The receipt by the Town of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employees or Managers, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Town for the purchase of the equipment, service, or project.

### **7.3 LATE PROPOSALS**

Proposals received after the final date and time for receipt of Proposals will be considered as "*Late Proposals*". *Late Proposals* will not be accepted and will be returned unopened to the sender.

## **8 PRE-RFP INFORMATION**

### **8.1 COST OF PREPARATION**

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

### **8.2 INTENTION OF THE TOWN**

The Proponent that submits the most advantageous Proposal to the Town and which represents Best Value as determined by the Town may be awarded the Contract. The Town reserves the right to accept or reject all or part of the RFP, however, the Town is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the Town.

### **8.3 REJECTION OF PROPOSALS**

The Town reserves the right to reject, at the Town's sole discretion, any or all Proposals, and, without limiting the foregoing, any Proposal which either:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialed) erasures or corrections in the Proposal or any schedule thereto;

- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal; and/or
- e. fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation.

As it is the purpose of the Town to obtain a Proposal most suitable to the interests of the Town and what it wishes to accomplish, the Town has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed most favourable and the Best Value to the Town.

#### **8.4 EVALUATION CRITERIA**

The Evaluation Matrix attached as Schedule 1, but not restricted thereto, will be used to evaluate Proposals. Awards will be made based on the Best Value offered, and the Best Value will be determined by the Town. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

#### **8.5 EVALUATION COMMITTEE**

Evaluation of Proposals will be by an Evaluation Committee formed by the Town.

#### **8.6 CONFIDENTIALITY**

All submissions shall remain confidential during the procurement process until a recommendation is made to the Town Council, and an award of a contract is made. A Virtual Public Opening will be Held on September 1<sup>st</sup>, 2021 at 2:30 PM, only bidders names will be announced. A Zoom invite will be sent to bidders prior to September 1<sup>st</sup>, 2021 and the official recording will be posted on the Town Website.

Service providers may identify any materials they wish to remain confidential in the submission and under which exemption the material would be compliant with Section 239 of the Municipal Act. Service providers must cite the specific subsection of Section 239 as the basis for preventing the material from being released to the public. The Town retains sole discretion as to any materials that may or may not remain confidential. It is further understood that the Ontario Information and Privacy Commissioner retains the final determination as to any materials that may be released to the public.

#### **8.7 CLARIFICATION**

The Town reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

#### **8.8 GIFTS AND DONATIONS**

Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Town. The Successful Proponent shall report to the Town any attempt by Town employees to obtain such favours.

#### **8.9 ACCEPTANCE OF PROPOSAL**

The Town shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal.

No act of the Town other than a notice in writing signed by the Town's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the Town.

## 8.10 NEGOTIATION DELAY

If a written Contract cannot be negotiated within thirty days of notification of the Successful Proponent, the Town may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

## 8.11 ENQUIRIES

All enquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Town's option. Questions will be answered if time permits.

**Christian Kaiser, Asset / Administrative Project Manager**

Deep River Town Hall

100 Deep River Road

Deep River, ON K0J1P0

[ckaiser@deeperiver.ca](mailto:ckaiser@deeperiver.ca)

## 8.12 SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to the Town prior to the specified date and time is solely and strictly the responsibility of the Proponent. The Town shall not, under any circumstances, be responsible for delays caused by any private delivery service, or for delays caused by any other occurrence. All Proposals must be manually and duly signed by an authorized corporate officer or principal of the organization with the authority to bind said Proponent. Proposals must not be sent by mail, facsimile or e-mail.

Proposals must be received in a sealed envelope no later than 2:00 PM September 1st, 2021 at:

**Deep River Town Hall**

**100 Deep River Road**

**Deep River, ON K0J1P0**

Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title.

## 9 PROPOSAL PREPARATION

### 9.1 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, please submit the information in the same format, as a separate Proposal.

### 9.2 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its Proposal after the Closing Time and no words or comments will be added to the Proposal unless requested by the Town for purposes of clarification.

### 9.3 FIRM PRICING

Proposals must be firm for at least 90 days after the final date.

### 9.4 CURRENCY AND TAXES

Prices quoted are to be:

- in Canadian dollars;
- inclusive of duty, where applicable;
- FOB destination, delivery charges included where applicable; and
- applicable taxes extra.

## **10 ADDITIONAL TERMS**

### **10.1 SUB-CONTRACTING**

- a. Using a Sub-contractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two (2) product or service lines and this must be defined in the Proposal.
- b. A Sub-contractor individual or firm, whose current or past corporate or other interests may, in the Town's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.

### **10.2 LIABILITY FOR ERRORS**

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Contractors. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Contractors from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

### **10.3 AGREEMENT WITH TERMS**

By submitting a Proposal, the Contractor agrees to all the terms and conditions of this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

### **10.4 USE OF REQUEST FOR PROPOSAL DOCUMENTS**

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

## **11 CONDITIONS**

- a. A qualified Proposal is one which meets the needs and specifications of the Town, the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by the Town.
- b. The Town will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the Town, specifications, terms and conditions and value. The Evaluation Committee will examine all Proposals and recommend which Proposal is in the Town's best interest.
- c. The Town reserves the right to reject any or all unqualified Proposals.
- d. The Town may prefer a proposal with a lower bid if it offers greater value and better serves the Town's interests, as determined by the town, over a proposal with a higher bid. The Town's decision shall be final.
- e. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of Ontario.

- f. The Successful Proponent, herein named the Contractor, shall guarantee that his Proposal will meet the needs of the Town and that any or all item(s) supplied and/or service(s) rendered shall be correct. If the item(s) supplied by the Contractor and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Contractor.
- g. All proposed prices shall assume that the Contractor shall bear all risks of loss and/or damage.
- h. The Town reserves the right to accept or reject a Proposal, where only one Proposal is received.
- i. The Town reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- j. The Town shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.

#### **11.1 RESERVATION OF RIGHTS**

- a. The Town reserves the right, in its discretion, to:
- b. amend the scope of the Project, modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- c. accept or reject any Proposal based on the Town's evaluation of the Proposals in accordance with Appendix B, and in particular the Town is not obliged to select the Proposal with the lowest Guaranteed Maximum Price;
- d. waive a defect or irregularity in a Proposal and accept that Proposal;
- e. reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- f. re-advertise for new Proposals, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- g. make any changes to the terms of the business opportunity described in this RFP;
- h. negotiate any aspects of a Preferred Proponent's Proposal; and
- i. extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

#### **11.2 NO LOBBYING**

Proponents, Proponent Team members and Key Individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFP, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Project, this RFP, or the Competitive Selection Process, directly or indirectly, with any representative of the Town, any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever, including for purposes of:

- a. commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in relation to Proposals of other Proponents;
- b. influencing, or attempting to influence, the evaluation, scoring and ranking of Proposals, the selection of the Preferred Proponent, or any negotiations with the Preferred Proponent;
- c. promoting the Proponent or its interests in the Project, including in preference to that of other Proponents;

- d. commenting on or criticizing aspects of this RFP, the Competitive Selection Process, or the Project, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- e. criticizing the Proposals of other Proponents.

In the event of any lobbying or communication in contravention of this Section, the Town in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration.

### **11.3 LIMITATION OF DAMAGES**

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- a. agrees not to bring any Claim against the Town or any of its employees, advisors or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of this RFP or Competitive Selection Process, including:
  - i. if the Town accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP or the Competitive Selection Process; or
  - ii. if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Town exercises any rights under this RFP; and
- b. waives any and all Claims against the Town or any of its employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Town and the Proponent for any reason, including:
  - i. if the Town accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP or the Competitive Selection Process; or
  - ii. if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Town exercises any rights under this RFP.

## **12 CONTRACTOR'S OBLIGATIONS**

### **12.1 GOVERNING REGULATIONS**

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the Work (and this shall include the obtaining of permanent easements or rights of servitude). The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

## **13 SCHEDULE 1 – EVALUATION MATRIX**

### **13.1 MANDATORY REQUIREMENTS**

The Town has determined that the following are the Mandatory Requirements:

- a. the Proponent must have signed and delivered to the Contact Person the Participation Agreement in accordance with Section 2.5; and
- b. the Proposal must be received at the Delivery Address no later than the Proposal Closing

Time.

### 13.2 EVALUATION OF PROPOSALS

The Town will evaluate Proposals in the manner set out in this Schedule. To assist in evaluation of the Proposals, the Town may, in its sole and absolute discretion, but is not required to:

- a. conduct reference checks relevant to the Project with any or all of the references cited in a Proposal to verify any and all information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;
- b. seek clarification of a Proposal or supplementary information from any or all Proponents and consider such clarifications and supplementary information in the evaluation of Proposals; and
- c. request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the Town, including the time, location, length and agenda for such interviews or presentations. The cost of the interview or presentation shall be the sole responsibility of the proponent.

The Town may in their sole and absolute discretion rely on and consider any information received as a result of such reference checks, background investigations, requests for clarification or supplementary information and interviews/presentations in the evaluation of Proposals.

The Town will evaluate the Proposals in accordance with this Schedule 1. Without limiting the rest of this Schedule, the overall objective of the evaluation is to select the Proposal or combination of Proposals that substantially satisfies the Statement of Requirements and provides Best Value to the Town.

### 13.3 EVALUATION PROCESS AND CRITERIA

An Evaluation Committee will evaluate each Proposal. The Evaluation Committee will recommend a preferred Proponent to Town Council. The Council may, in its sole and absolute discretion, accept or reject the recommendations of the Evaluation Committee.

If the Town determines that a Proposal is unclear in some aspects, a list of questions may be prepared to provide the Proponent with an opportunity to clarify its Proposal. If these clarifications are insufficient, the Town may in its sole and absolute discretion decline the Proposal.

Evaluation of Proposals will be based solely on the contents of the submissions and any clarifications provided in writing in response to the questions asked by the Town's Contact Person. The evaluation will be conducted in the manner and sequence described below.

- a. completeness review of proposal;
- b. rated evaluation comprising:

#### 13.3.1 Completeness Review of Proposal

Proposals will be reviewed to ensure they meet all the Mandatory Requirements, policies and procedures as stated in this RFP. The following are the Mandatory Requirements:

- a. The Proposal must be received at the Delivery Address prior to Closing Date; and
- b. The Proposal Form must be signed by the Proponent or each member of the Proponent consortia, if the consortia is a partnership or joint venture.

Proposals that are considered to have passed the criterion, by meeting the Mandatory Requirements, will be evaluated on a completeness review basis for their compliance with the stated



requirements.

All Proposals must successfully address all of the required elements to proceed to the rated evaluation.

### 13.3.2 Rated Evaluation of the Proposal

Proposals will be evaluated by the Evaluation Committee. The combination of Proposals judged to provide the Best Value to the Town will be recommended by the Evaluation Committee as the preferred Proponent(s).

The qualitative evaluation will be a comparative assessment of the Proposals. The Town's Evaluation Committee members will rate Proposals against the predetermined evaluation criteria for the relevant activity. Proposals will receive points related to the criteria to the extent that the Evaluation Committee, in its sole and absolute discretion, considers appropriate in terms of adding value to the Project. If there are no discernible differences between Proponents in a specific evaluation category, or no price differential can be supported, all Proponents will score zero in that category.

The evaluation process and results will be kept confidential. Only the decision on the preferred Proponent will be revealed as per section 8.6.

The following criteria will be used for qualitative evaluation:

<b>Evaluation Criteria: Total Value 100 points</b>	
<b>Development Company's Experience</b> <ul style="list-style-type: none"> <li>Related experience, capability, and background of the company and the principal contact leading this assignment.</li> </ul>	20 points
<b>Project Team Members Experience</b> <ul style="list-style-type: none"> <li>Experience, capability, and professional standing of each key participant on Proponent's team.</li> </ul>	10 Points
<b>Financial Capacity</b> <ul style="list-style-type: none"> <li>Evidence of the financial capacity of the proponent organization or team, indicating that adequate resources are available to implement the vision detailed</li> </ul>	Pass/Fail
<b>Reference Checks &amp; Background Investigations</b> <ul style="list-style-type: none"> <li>Results of reference checks and background investigations conducted on Proponents and directors/officers and Key Individuals</li> </ul>	Pass/Fail
<b>Comparable Projects</b> <ul style="list-style-type: none"> <li>Suitability of the Proponent's Proposed Comparable Projects to the experience required for this assignment.</li> </ul>	10 points
<b>Proposed Design Concept</b> <ul style="list-style-type: none"> <li>Livability and appeal of the project</li> <li>Energy efficiency and sustainability initiatives</li> <li>Street presence</li> <li>Proposed green space</li> <li>Finishing standards</li> </ul>	30 points
<b>Revenue to the Town from land sale</b> <ul style="list-style-type: none"> <li>Revenue</li> <li>Terms</li> </ul>	10 points
<b>Market Affordability</b> <ul style="list-style-type: none"> <li>Price point of the units (within 10%)</li> </ul>	20 points

- Marketing strategy and timeline

The Evaluation Committee and its advisors are seeking a proposal satisfactory to the Town's needs and are under no duty to the Proponents except to bona fide consider all Proposals.

## 14 SCHEDULE 2 - PROPOSAL REQUIREMENTS

### 14.1 SUBMISSION PACKAGE

A Proponent should submit three (3) hard copies and one (1) electronic copy (CD or USB flash drive, with a label on each describing its contents), appropriately packaged and clearly marked ***"2021-RFP-001 Request for Proposals for Sale & Development of Municipal Property"***.

### 14.2 COVERING LETTER

A covering letter signed by an authorized representative of the company should be provided outlining the intent of the response and stating that the information contained in the response accurately describes the services to be provided. The response must also guarantee that all quoted prices will be honoured for a specified period from the submission date.

### 14.3 EXPERIENCE

Please answer the following questions with short narratives.

- a. Provide a brief description of your organization, including the year it was founded, its mission, major accomplishments and other information that demonstrates your capacity to carry out development of an affordable housing project. References must be provided. If there are special concerns or restrictions on our use of the reference, these concerns must be addressed in the Proposal. We will not complete any agreement without adequate reference checks. Please provide references as described.
- b. Describe the Applicant's experience, if any, in the following categories. Please provide specific examples in your narrative answers.
  - i. Cost efficiency
  - ii. Unique or distinctive design features, including use of non-residential space
  - iii. Green Building characteristics including energy efficiency
- c. Provide a brief resume for each member of the Project Team.

### 14.4 FINANCIAL CAPACITY

It is the Proponent's responsibility to adequately demonstrate to the Town that it has the financial capacity to undertake the project. The following are suggestions as to some of the methods by which adequate financial capacity may be demonstrated:

- a. Letter from a recognized financial institution indicating that the Respondent has the financial capacity to undertake a project of this size.
- b. Other financial/project references.
- c. Letter from Respondent's auditor confirming its tangible net worth in the most recent set of audited financial statements.

In addition to the above, provide the following information:

- a. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;
- b. If available, copies of the interim financial statement for each quarter since the last fiscal

- year for which audited statements are provided;
- c. Details of any material financing arrangements currently in place;
- d. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;
- e. Details of any credit rating; and
- f. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.
- g. For entities where the accounts provided are for a parent company, rather than the entity submitting the proposal, please provide evidence of the parent company's willingness to provide a guarantee in respect of the Proponent.

#### 14.5 COMPARABLE PROJECTS

Provide a completed Table 14.8 Project Experience with details of projects the Proponent considers most relevant to this project, which may include:

- a. Canadian and global affordable housing projects, including the business structures;
- b. Other long-term similar arrangements; and
- c. Other public infrastructure projects, both Canadian and non-Canadian.

Proponents should submit a minimum of three and up to ten projects.

#### 14.6 PROPOSED DESIGN CONCEPT

**Concept:** Provide a clear outline of the concept (project):

- a. Describe the type of development, number of units, and explain the marketing strategy
- b. Provide any proposed site layout, building schematics, drawings or floor plans (if available)
- c. Amenities and services to be offered (if any)
- d. Identify and explain any partnering arrangements or relationships and then rationalize as to how and why these partners were chosen and how the proponent intends to manage these partnerships going forward
- e. General standards to be applied in the design and construction of housing units

Proponents are encouraged to look for creative solutions to solving the affordability issues.

**Project Schedule:** Include a realistic project schedule showing a chronological progression of work with time estimates for major activities and an overall time-length for completion. The project schedule should include identification of project milestones.

#### 14.7 FINANCIAL PROPOSAL

Provide the following information:

- a. The payments and timing of those payments to the Town
- b. Price points for the housing units (within 10%)
- c. Evidence that financing for the Project is in place or that there is a strong probability that financing can be easily obtained

14.8 PROJECT EXPERIENCE

Project Name	Project Description/ Sector	Location (Province/ Country)	Current status of this project	Approximate capital value (Cdn\$)	Approximate services value (Cdn\$)	Proponent's role in project	Stage Proponent reached in this procurement process	Reference -Name, email address and telephone number	Parties to the project:				
									Sponsor	Funder	Constructor	Facilities Maintenance/ Rehabilitation	Design

**Notes on the completion of this table:**

- Project description: Affordable Housing/Accommodation/Health/Other (please specify)
- Respondent's role: Specify extent of involvement of major parties to the project
- Project status: Bid phase/Construction phase/Operations phase
- Stage reached: Not short-listed/Short-listed bidder/preferred bidder
- Reference: Provide name and contact details of someone who can attest to your role in this project
- Parties to the project: Corporate name of partners involved in the project

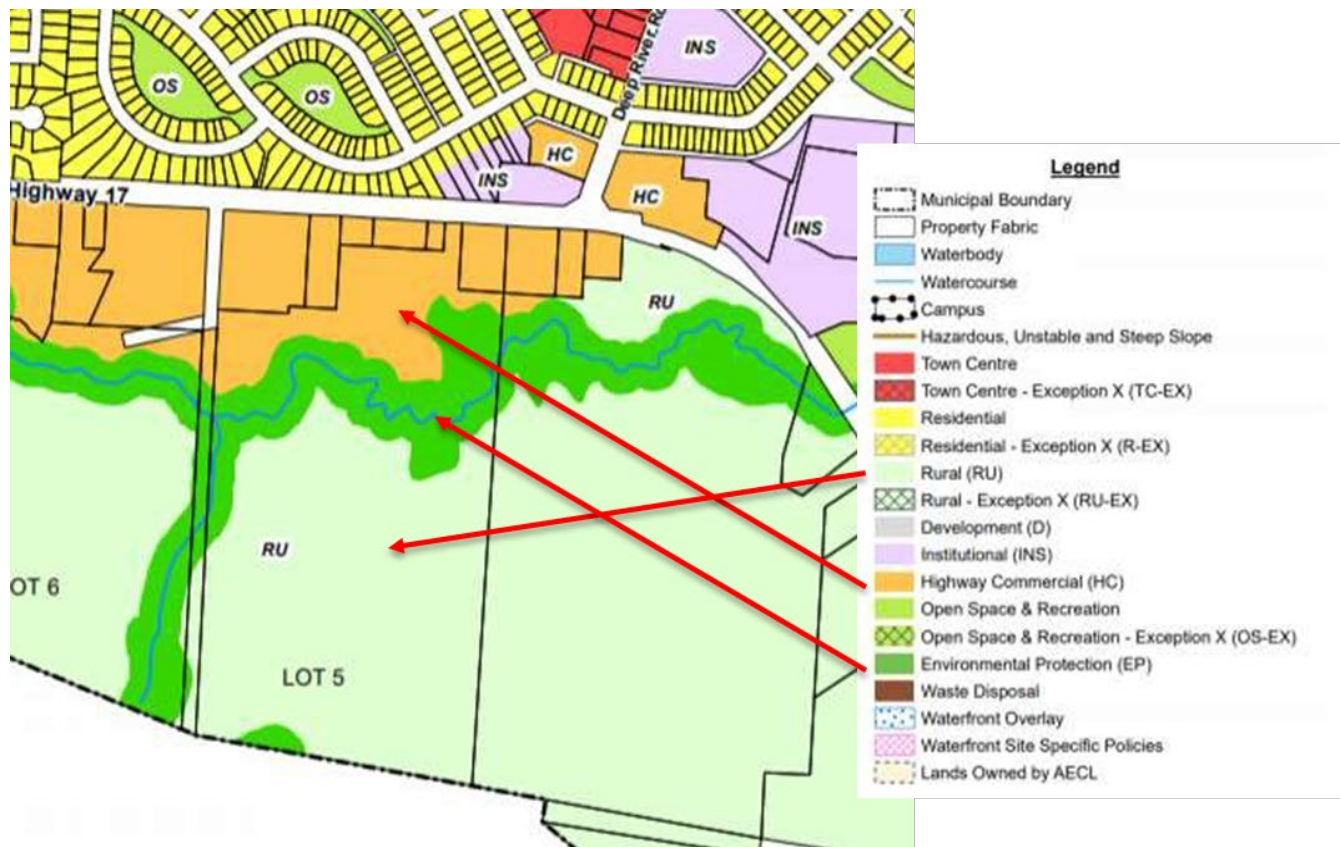
## 15 SCHEDULE 3 – ZONING REGULATIONS

The zoning of 33199 HWY 17 is established in both the Town of Deep River Official Plan and the Comprehensive Zoning By-law 20-2020. The following are excerpts from the Official Plan and Zoning by-law, and meant to provide a summary of the terms only. Proponents must refer to the full Plan and By-law, which are available on the Town website at

<https://www.deepriver.ca/council/frequently-viewed-bylaws/>

### 15.1 EXCERPT FROM TOWN OFFICIAL PLAN

The Official Plan establishes, in general terms, the overall pattern that development within the Town should follow during the planning period. It is intended to establish guidelines to direct future development and redevelopment in a logical and orderly manner and to protect existing development from the intrusion of incompatible land uses. The Official Plan designation for the subject property is *Highway Commercial, Rural, and Environmental Protection* (see image below).



#### Highway Commercial

The following uses may be permitted subject to the relevant policies of the Official Plan:

- Commercial uses typically dependent on or associated with heavy traffic flows including hotels, motels, restaurants and automotive establishments such as vehicle dealerships, service stations, repair shops and gas bars;
- Commercial uses that require large land areas because of floor area, parking needs or storage needs such as building supply stores, garden supply centres, automotive supply stores, home improvement, furniture, discount goods, electronics and warehouse outlets;

- Highway commercial, light manufacturing, assembly, high tech scientific research, and development including assembly, transportation terminals;
- Grocery stores;
- Large format retail uses, conditional upon a favourable retail market demand study as set out in the policies of Subsection 4.10.4(1);
- Commercial or publicly-owned uses geared to tourists such as small parks, interpretive/information centres and museums, retail outlets for the work of artists and artisans;
- An innovation centre.

### **Rural**

The following uses may be permitted subject to the relevant policies of the Official Plan:

- Limited residential/estate residential development;
- Resource-based recreational uses (including recreational dwellings);
- Tourist-related accommodations and facilities such as motels, bed and breakfasts and campgrounds;
- Storage and transportation uses such as warehouses and bus garages;
- Small businesses and entrepreneurial ventures such as contractor workshops, cottage industries, small engine sales and service operations, riding stables;
- Neighbourhood convenience stores;
- Permitted uses for "Institutional" (Section 4.6.3);
- Secondary dwelling units as ancillary buildings (separate from principal building).

### **Environmental Protection**

The following uses may be permitted subject to the relevant policies of this Plan:

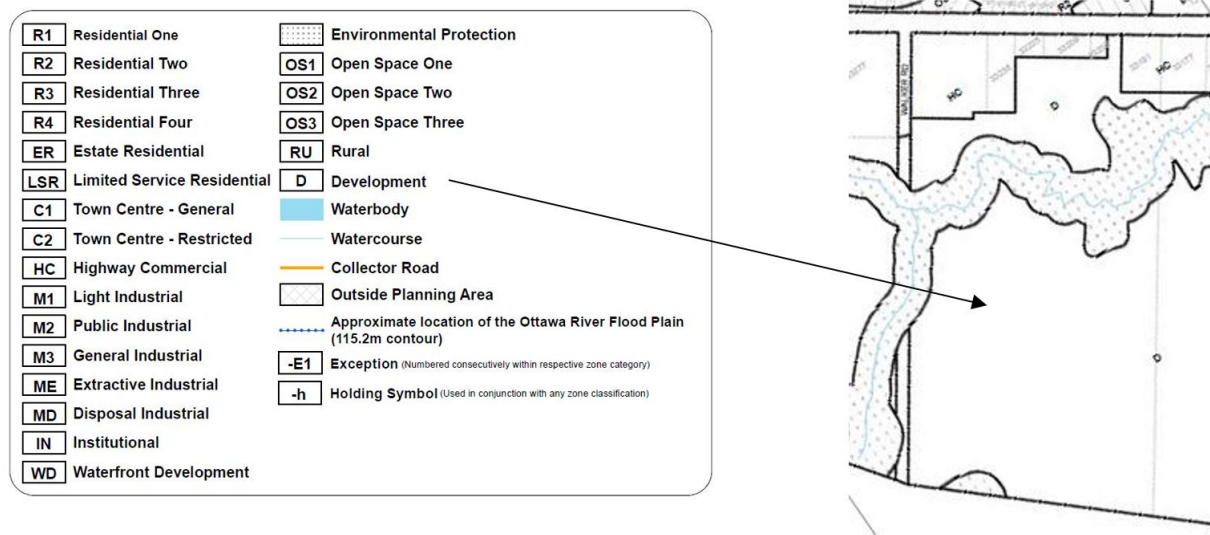
- Conservation of soil, vegetation and wildlife;
- Non-intensive outdoor recreation activities, such as hiking or cross-country skiing;
- Natural areas.

The following uses shall not be permitted:

- New buildings and structures except for such buildings and structures that are intended for flood or erosion control or are normally associated with the proper management of the natural environment, or where such buildings or structures are for public utilities.

## 15.2 EXCERPT FROM COMPREHENSIVE ZONING BY-LAW 20-2020

The Comprehensive Zoning By-law 20-2020 regulates the use of lands and the character, location and use of buildings and structures within the Town of Deep River pursuant to Section 34 of the Planning Act. The zoning of the subject property within the Comprehensive Zoning By-law is designated as Development (see image below).



### Development

No person shall use land or erect, alter or use a building or structure in any D Zone except for:

- a. Residential Uses
  - Detached dwelling on a lot that existed on March 2, 1993
- b. Non-Residential Uses
  - Animal Husbandry
  - Agricultural Use
  - Boarding Stable
  - Conservation Practices
  - Cottage Industry
  - Kennel
  - Transmitter Tower
  - Uses permitted in OS2 Zone

### Zone Provisions

No person shall use any lot of erect, alter or use any building or structure in any D Zone except in accordance with the following provisions:

1. Zone Provisions for Detached Dwelling and Accessory Building
  - a. Lot Area (minimum) 4.0 hectares
  - b. Lot Frontage (minimum) 100 meters
  - c. Front Yard Depth (minimum) 12.0 meters
    - i. Abutting Highway 17 15.0 meters
  - d. Side Yard Width (minimum) 12.0 meters
    - i. Abutting Highway 17 15.0 meters
  - e. Rear Yard Depth (minimum) 12.0 meters

- |     |  |                   |
|-----|--|-------------------|
| i.  | Abutting Highway 17  | 15.0 meters       |
| f.  | Gross Floor Area (minimum)   |                   |
| i.  | One Story Unit   | 75 square meters  |
| ii. | Two Story Unit   | 100 square meters |
| g.  | Lot Coverage (maximum)   | 10%               |
| h.  | Building Height (maximum)  | 15.0 meters       |
| i.  | Open Storage Area (maximum)  | 3%                |
| j.  | <b>Open Storage:</b> In accordance with the provisions for Open Storage in Section 3 – General Provisions of this By-law.  |                   |
| k.  | <b>Parking and Loading:</b> In accordance with the provisions for Parking and Loading in Section 3 – General Provisions of this By-law.  |                   |
| l.  | <b>Separation Distances:</b> In accordance with the provisions for Separation Distances in Section 3 - General Provisions of this By-law.  |                   |
| m.  | <b>Water Setback:</b> In accordance with the provisions for Water Setback in Section 3 - General Provisions of this By-law.  |                   |
| n.  | <b>Accessory Uses, Buildings and Structures:</b> Notwithstanding any Zone Provisions of this zone to the contrary, uses, buildings, and structures that are accessory to the permitted uses of this zone shall be permitted in accordance with the requirements for Accessory Uses, Buildings and Structures in Section 3 – General Provisions of this By-law. |                   |
2. Zone Provisions for All Other Uses
- |    |  |              |
|----|--|--------------|
| a. | Lot Area (minimum)                                       | 4.0 hectares |
| b. | Lot Frontage (minimum)                                   | 100 meters   |
| c. | Front Yard Depth (minimum)                               | 30.0 meters  |
| d. | Side Yard Width (minimum)                                | 30.0 meters  |
| e. | Rear Yard Depth (minimum)                                | 30.0 meters  |
| f. | Lot Coverage (maximum)                                   | 10%          |
| g. | Building Height (maximum)                                | 15.0 meters  |
| h. | Open Storage Area (maximum)                              | 3%           |
| i. | All other provisions of Section 26.2.1 (j) to (o) apply. |              |
-