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## Office of the CAO

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### **Request for Proposals - Contract No. CTY-AH-2024-9**

#### **Land Use, Development Plan, and Marketing Strategy for the Stanhope Municipal Airport**

The Township of Algonquin Highlands (the Owner) is seeking Proposals from qualified Consultants to submit Proposals for the preparation of a Land Use, Development Plan and Marketing Strategy for the Stanhope Municipal Airport.

#### **Proposals Received at the Township of Algonquin Highlands Administration Office by:**

Angie Bird – Chief Administrative Officer  
1123 North Shore Road  
Algonquin Highlands, Ontario K0M 1S0

Request for Proposal documents must be downloaded from the Township of Algonquin Highlands website. [www.algonquinhighlands.ca](http://www.algonquinhighlands.ca)

**Questions Deadline:** 4:30 p.m. Local Time, Wednesday November 20, 2024

**Submission Deadline:** Proposals must be signed and are expected to be clearly marked with the Request for Proposal name and number on the outside of the Proposal package. Proposals must be received at the Township of Algonquin Highlands Administration Office by **1:00 p.m.**

**Local Time on Wednesday December 4, 2024**

The Owner reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept other than the lowest Proposal and to cancel this Request for Proposals at any time.

All purchases made by the Owner are done in accordance with their Procurement Policy, which covers the acquisition of all goods and services.

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## **Land Use, Development Plan, and Marketing Strategy for the Stanhope Municipal Airport**

### **Part 1: Purpose of Procurement**

The Township of Algonquin Highlands (the Owner) is seeking Proposals from qualified Consultants to submit Proposals for the preparation of a Land Use, Development Plan and Marketing Strategy for the Stanhope Municipal Airport.

#### **1.1 Background**

The Stanhope Municipal Airport has been owned and operated by the Township of Algonquin Highlands since its development in 1967.

Initial development of the airport consisted of a 2,680 ft (817 m) grass runway, apron and taxiways, a public building, aviation fuel facilities and hangar building for covered storage of aircraft.

Additional lands were acquired to protect runway approaches from tree growth and housing development, and to gain access for floatplanes to Maple Lake. The Township also initiated the expropriation of property to the east to protect the approach to the runway from that direction.

From 1978 to 1988 aviation, engineering, and environmental study reports were prepared in support of development of the airport to an all-weather capability with paved surfaces. In 1989, with funding support by both the Federal and Provincial governments, the Township implemented the construction of a 2,500 ft (762 m) paved and lighted runway, taxiway, and apron area, along with other terminal area improvements, including the installation of aviation fuel facilities. Over the years, other airport development initiatives have included construction of a maintenance/operations garage, Township owned commercial hangar buildings, and the buying and selling of lands.

In 2001, the Township of Algonquin Highlands implemented a review of the airport to assess the development of a 4,000 ft (1,220 m) runway. The review came about largely because of the 1999 "County of Haliburton Economic Development Marketing Plan" that described the Stanhope airport as "one of the County's strongest opportunities for increased investment."

The marketing plan also recommended that:

"Aviation related uses should continue to be strongly promoted;"

"The municipal lands adjacent the Stanhope Airport are one of the County's strongest opportunities to encourage 'high tech' development;" and

The County, along with local municipalities, "support the efforts of Stanhope to market the airport for the growth of aviation related uses."

Other reasons for the 2001 review included a 1984 Master Plan that envisioned a runway of 4,000 ft (1,220 m) in length to satisfy the intended role of the airport, for the longer term; and, because of concerns about wind conditions and to reduce the risk of accident, a location crosswind to the existing runway needed to be examined.

In 2003, the Township prepared an "Airport Development and Implementation Strategy Report" in support of development of a 4,000 ft (1,220 m) runway and related infrastructure. The report documented both recent and past airport related studies and identified a number of reasons for support for airport development. The strategy report proposed that the Province should provide most of the funding for the airport, in support of provincial essential services - the province has not yet agreed to funding assistance.

In the fall of 2005, the Township approved the preparation of a Business Vision study, which was adopted in early 2007.

In June 2010, a Federal screening report for the airport development was completed. In order not to jeopardize the much-needed rehabilitation of the existing runway, while the required Environmental Assessment was conducted, the Township was successful in getting the project split into two phases. The rehabilitation was completed in 2010.

The runway project was extremely controversial, and while it enjoyed much support, it faced significant criticism.

In the fall of 2010, a newly elected Council sought what they felt was a more viable development plan at the airport than the 4,000 foot runway for which the Township had received approval for a \$2 million Build Canada Fund grant.

In 2011, formal meetings began with the Ministry of Natural Resources to discuss the relocation of the nearby Forestry Firefighting Headquarters. Council agreed to relocate and expand its hangars to accommodate the new 20,000 square foot facility and over the next two years, plans were developed to update the design of the airport, including a new access road, new hangars, improved taxiways, and of course, the MNR facility. Construction of the MNR headquarters began in January 2014 and was completed in April 2016.

In 2012, the Township completed a Land Use and Development Plan, which included a Marketing Plan for further options around the airport lands. As a result of the plan recommendations, in 2018 a Class EA was completed for a new road to access the business park. Following that, the new road was constructed.

Council has committed to slow and incremental growth at the Airport and is now looking to update the current Land Use and Development Plan to investigate potential new opportunities.

## **1.2 Scope of Work & Deliverables**

The Consultant shall develop a Land Use, Development Plan, and Marketing Strategy for the Owner based on the specifications presented in this Request for Proposal.

The final Land Use, Development Plan, and Marketing Strategy must be submitted to the Owner in both Microsoft Word and PDF format that meets the requirements of the Accessibility for Ontarians with Disability Act (AODA). Refer to section 5.22 Accessibility for additional information.

### **Objectives**

The final plan is expected to include the following information.

- Business development opportunities (light industrial or a mix of light industrial/commercial that could also incorporate staff housing units).
- Marketing strategies to promote the space. Including options for both the land side and airside.
- Opportunities or the need for municipal investment for core development requirements which could include road construction, hydro and fibre optic internet installation and a core business case to do so.
- Short, medium, and long term milestones (5, 10 and 20 years) with planned incremental growth. The primary goal is to make the airport and surrounding properties financially self-sufficient as quickly as possible while establishing long term goals (as noted above).

### **Pre-Development**

- Facilitate a minimum of two interviews with Council members. Consultant to conduct individual in person interviews with each Council member and a joint session with all Council members present.
- Facilitate interviews with staff. Consultant to conduct virtual interviews with staff from applicable departments.
- Facilitate interviews with tenants of the airport. Consultant to conduct virtual interviews with staff from specific departments.
- Facilitate community engagement sessions with:
  - Airport Committee – in person
  - Hangar Tenants - virtually
  - Business owners - virtually
  - Residents - virtually
- Review the Owner's resource information, including existing and previous plans, policies, long-term goals, financial status, and other applicable resources.

### **Development**

- Develop a draft Land Use, Development Plan, and Marketing Strategy. Identifying prioritized goals, objectives, development opportunities, financial implications, and a framework for implementation of the plan including recommended timelines.
- Present the draft of the Land Use, Development Plan, and Marketing Strategy to staff and Council.
- Prepare and revise the draft in response to feedback from Council, staff.

### **Presentation**

- Present the Owner with a finalized Land Use, Development Plan, and Marketing Strategy incorporating Council, staff, and applicable stakeholder input. Including a consolidated summary of the work completed and input received.
- The Consultant will present the final Land Use, Development Plan, and Marketing Strategy to Council in person.

## Part 2: Definitions

**Agreement:** means the legal document submitted by the Proponent in their Bid that binds the Proponent and Owner, subject to the provisions of the Contract.

**Award:** is the notification to a Successful Proponent of acceptance of a Bid which brings a Contract into existence.

**Bid:** means an offer or submission from a Proponent in the form of a Quotation, Tender, or Proposal, submitted in response to a solicitation from the Owner.

**Conflict of Interest:** Is defined as the situation or circumstance, real, or perceived, which could give a Supplier an unfair advantage during a procurement process or compromise the ability of a Supplier to perform its obligations under the Contract.

**Consultant:** means the Proponent that is successful in this RFP and that enters into the Contract with the Owner.

**Contract:** means a binding Agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal Agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner.

**Contract Administrator:** Owner representative responsible for monitoring the progress of the Contract and ensures it is executed to completion.

**County:** means The Corporation of the County of Haliburton.

**Days:** means calendar days.

**Evaluation Committee:** means a group of individuals designated/responsible to make Award recommendation.

**Evaluation Criteria:** means the benchmark, standard or yardstick against which accomplishment, conformance, performance, and suitability of an individual, alternative, activity, product, or plan is measured to select the best Proponent through a Request for Proposal process. Criteria may be qualitative or quantitative in nature.

**Evaluation Matrix:** means a tool allowing the Evaluation Committee to rate Proposals based on multiple pre-defined evaluation criteria.

**Highest Total Score:** means the highest score achieved by a Proponent during the evaluation of a Request for Proposal where the Evaluation Committee has agreed by consensus.

**Owner:** means the Township of Algonquin Highlands, as referred to in the document.

**Successful Proponent:** means a Proponent whose Proposal meets the prescribed requirements and has been identified as the lowest compliant Proponent in accordance with the evaluation process.

**Submission Deadline:** means the closing date and time of the Request for Proposal period. No Proposals will be accepted after the closing date and time.

**Proposal(s):** means all of the documentation and information submitted by a Proponent in response to the RFP.

**Proponent:** means an entity that submits a Bid in response to this RFP and, as context may suggest refers to a potential Proponent.

**Total Proposal Price:** The Proposal price excluding HST that will be evaluated for Award.

**Township:** The Township of Algonquin Highlands

**Request for Proposal (RFP):** means this Request for Proposal issued by the Owner, and all addenda thereto.



### **Part 3 Proposal Submission Requirements**

#### **3.1 Proposal Format and Content**

For the Owner to evaluate Proposals fairly and completely, Proponents should provide all the information requested in the format set out in the RFP. Failure to provide all required information may result in the Proponent being disqualified or scoring poorly in the evaluation.

Proponents are encouraged to submit their Proposal with each of the following sections clearly identified and presented in separate sections.

#### **3.2 Table of Contents**

The Proponent should provide a Table of Contents adhering to the format outlined herein.

#### **3.3 Introduction**

Proposals should include the complete name and address of the firm and the name, mailing address, email address, and phone number of the individual the Owner should contact regarding the Proposal.

#### **3.4 Executive Summary**

The Proponent should provide a general overview of their RFP response.

#### **3.5 Mandatory Submission Requirements**

To ensure ease of evaluation, include all mandatory submission requirements listed in this section at the beginning of the submitted Proposal. Proposals will be disqualified for failing to provide any of the mandatory submission requirements listed below.

- One original copy of the Proposal
- Part 7: Form of Proposal (signed and dated by the firm's representative with the authority to bind the corporation)
- Include copies of all Addenda and acknowledge each one with the Proponent's signature.

#### **3.6 Proposed Land Use, Development Plan, and Marketing Strategy**

##### **Proposal**

Proponents should provide a comprehensive narrative that illustrates their understanding of the requirements of the request and how their firm will meet each requirement of the scope of work and deliverables. The Proposal should be well laid out and logically structured in an easy to read and understandable format. The Proposal should incorporate accessibility requirements as per section 5.22.

##### **Timeline**

The Owner anticipates beginning the Pre-Development in February 2025 and anticipates receiving the completed plan by the end of August 2025. The Owner appreciates that the turn around time for this project is narrow. Proponents are requested to provide a timeline to complete this project based on their knowledge and experience of completing similar projects. The timeline provided will be evaluated and points will be awarded based on the Proponents ability to accommodate the anticipated completion date.

Provide a timeline detailing the steps of scope of work and deliverables. The required resources and responsibilities for the Owner and the Consultant should be included.

The Proponent should identify in their Proposal, any other requirement that the Owner must meet and/or provide. Details of who will be scheduling the meetings should be clearly identified. Finally, the Proponent should provide sufficient details with respect to how the Proponent will address the scope of work and deliverables within the stated timeline.

### **3.7 Experience and Qualifications of Firm**

#### **Experience**

Proponents should provide a description of their firm, number of people currently employed, and the types of services they offer.

The Proponent's team roles and responsibilities should be clearly articulated along with details relating to their availability during the proposed project timelines.

Proponents are also encouraged to demonstrate their experience with similar projects for other organizations of a similar size and complexity.

Proponents that have experience with providing similar services to municipalities is an asset.

#### **Client References**

Proponents are expected to provide a minimum of 3 references that the Owner may contact. References should be current (within the last five years) and relevant to this project. Company name, contact person(s), contact title, phone number and email address should be included. Please include a list of existing clients.

#### **Resumes**

The Proponent should include executive information, including the qualifications of key staff with the skills and experience required to successfully meet the requirements of the Request for Proposal documents.

The Proponent's team roles and responsibilities should be clearly articulated along with details relating to the team's experience.

Resumes of proposed staff and outside consultants or subcontractors to be utilized on the project should be included in the Proposal. The resumes should be brief and succinct to articulate experience relevant to the project.

#### **Work Sample**

The Proposal must also include a completed work sample from one of the listed references. This work sample will be reviewed by the Evaluation Committee and will be scored as part of the overall Proposal. Scoring will be based on its relevance to the complexity, scope of work and deliverables as described in this Request for Proposal.

### **3.8 Financial Proposal**

The Financial component should include an itemized list to complete the project for the Owner. However, the financial proposal will be scored based on the Total Proposal Price.

Costs for individual tasks should be provided and the total cost including all fees and disbursements will become the upset limit of the project which shall not be exceeded without prior authorization from the Owner. The Consultant shall be responsible for all project costs.

Costs for additional items recommended by the Proponent beyond those requested in the Request for Proposal shall be identified clearly and priced separately.

Prices and charges quoted shall be firm without escalator clauses or other qualifications and be expressed in Canadian currency. All applicable duty and excise taxes shall be included,

excluding Harmonized Sales Tax (H.S.T.), which should be shown separately on the total cost, where applicable. Should any additional tax, duty or variation in any tax or duty imposed by the Government of Canada or Province of Ontario become directly applicable to the project subsequent to submission of the Proposal and before the delivery of the completed project covered by the Contract, an appropriate increase or decrease in the price of the work may be negotiated to compensate for such changes as of the effective date thereof.

### **3.9 Demonstration/Interview**

The Owner will request selected Proponents to make presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained in the Proposal.

Demonstrations will be scheduled on either **Wednesday January 8 and Thursday January 9, 2025**. Two (2) hours will be allowed for presentation, questions, and answers.

**Selected Proponents that are unable to attend the demonstrations will not be considered for Award. Please confirm the firms availability as part of the Proposal.**

Proponents will be contacted by **December 13, 2024**, following the Evaluations Committee Consensus Meeting. A time slot will be provided and a Teams Meeting request will be sent.

The time slots are:

8:30 a.m. - 10:30 a.m.

11:00 a.m. – 1 p.m.

1:30 p.m. – 3:30 p.m.

## Part 4: Instructions for Proponents

### 4.1 Proposal Timeline

Issue Date	November 12, 2024
Proponent Question Deadline	November 20, 2024
Final Addenda Issued	November 27, 2024
Submission Deadline	December 4, 2024
Evaluation Period	Dec 5 - 10, 2024
Evaluation Committee Consensus Meeting	December 11, 2024
Demonstration/Interview	January 8-9, 2025
Final Evaluation Committee Consensus Meeting	January 9, 2025
Award	January 17, 2025
Anticipated Start Work Date:	February 3, 2025
Anticipated Receipt Date of Final Plan	End of August 2025

This timeline is tentative and may be changed by the Owner at any time without liability, cost, or penalty.

### 4.2 Interpretation

In this document “**Request for Proposal Documents**” shall include the Purpose of Procurement, Proposal Submission Requirements, Instructions for Proponents, Terms and Conditions, Evaluation and Selection Criteria, Form of Proposal, All Addenda (if required), and any other documents listed in the Proposal.

- The Township of Algonquin Highlands may hereinafter be referred to as the **Owner**.
- An individual or company submitting a Proposal for this Request for Proposal may hereinafter be referred to as the **Proponent**.
- The Successful Proponent who executes a Contract with the Owner may hereinafter be referred to as the **Consultant**.

The following terminology applies in the RFP:

The term “**should**” relates to a requirement which the Owner would like the Proponent to address in their Proposal.

The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as a mandatory requirement. Proposals that do not fulfill all mandatory requirements will be rejected as non-compliant.

### 4.3 Completion of the Proponent’s Proposal

Proponents must courier or deliver by hand their Proposal to the Township of Algonquin Highlands Administration office. Proposals must be received by the Owner by **1:00 p.m. Local Time on Wednesday December 4, 2024**.

Proponents must ensure the Proposal is received at the **Township of Algonquin Highlands Administration office front counter** prior to the Submission Deadline. Include the Proposal name and number, and the Proponent’s return mailing address on the outside of the sealed Proposal package.

The sealed Proposal submission must include one original copy of the Proposal. The address is as follows:

**Township of Algonquin Highlands Administration Office**  
**Attention: Angie Bird – Chief Administrative Officer**  
**1123 North Shore Road**  
**Algonquin Highlands, Ontario, K0M 1S0**

**Note:** Courier service to this area is not “same day” or “guaranteed” for a specific time of day. The Proponent is solely responsible for ensuring their Proposal is received on time at the Township of Algonquin Highlands Administration office. Proposals delivered after the Submission Deadline will not be opened and will be returned to the Proponent. Local time is according to the time clock located in the Township of Algonquin Highlands offices, which will be deemed to be taken as conclusive.

Electronically transmitted submissions (facsimile, e-mail, etc.) **will not** be accepted.

Proposals will be opened and recorded by the Owner’s opening committee following the Submission Deadline.

All entries in the Proposal shall be in English, clear, legible, and in ink. All items shall be proposed according to any instructions in the Request for Proposal Documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in its best interest to do so. Proposals which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Proponent’s signing officer) or irregularities of any kind, may be rejected as non-compliant.

The Proponent or an authorized designate must sign the Form of Proposal document in the spaces provided. If a joint Proposal is submitted, it must be signed and sealed separately on behalf of each Proponent.

#### **4.4 Alteration or Withdrawal of Proposals**

An alternate Proposal submitted at any time prior to the Submission Deadline shall supersede and invalidate all Proposals previously submitted by the Proponent for this Request for Proposal.

Proponents may withdraw a submitted Proposal at any time prior to the Submission Deadline. To withdraw a Proposal prior to the Submission Deadline, the Proponent must send confirmation in writing by mail to the RFP Contact, signed by the Proponent’s representative with the authority to bind the corporation.

The withdrawal of a Proposal prior to the Submission Deadline does not disqualify a Proponent from submitting another Proposal for the same Request for Proposal.

#### **4.5 Unbalanced Proposals and Discrepancies**

Proposals that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount Bid for an item does not agree with the extension of the Proposal quantity then the Bid unit price shall govern. The corrected Total Proposal Price for a payment item will use the respective unit price.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Proposal Price**. Where an error has been made in transferring an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the **Total Proposal Price** shall be corrected accordingly.

#### **4.6 Inquires & RFP Contact**

Any questions related to this RFP must be directed to:

**Angie Bird – Chief Administrative Officer**

1123 North Shore Road

Algonquin Highlands, ON K0M 1S0

**Phone:** 705-489-2379 ex. 322

**Email:** abird@algonquinhighlands.ca

Proponents and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFP Contact listed above, concerning matters regarding the RFP.

No oral interpretation shall be effective to modify any of the provisions of the Request for Proposal Documents. All requests for interpretation shall be made in writing to the RFP Contact.

Should a Proponent find discrepancies in, or omissions from the Documents, the Proponent shall immediately notify the RFP Contact who may send a written instruction to all Proponents by way of Addenda.

#### **4.7 Contract Award Procedures**

The Award of this Contract is subject to the approval authority as defined by the Owner's Procurement Policy.

The RFP Contact shall notify the Successful Proponent within 90 days of the Submission Deadline of the acceptance.

Notice of acceptance of the Proposal will be by email.

#### **4.8 Proponents to Investigate**

Proponents must satisfy themselves by personal examination of the site and by such other means, as they may prefer as to the actual conditions and requirements of the work.

The Proponent shall carefully examine all plans and profiles so that the unit prices proposed are commensurate with the nature of the work.

## **Part 5: Terms and Conditions**

### **5.1 Contract & Agreement**

It is expected that the Proponent with the Highest Total Score will be invited to sign a comprehensive Contract (the “**Contract**”) with the Owner setting out the terms and conditions that will apply to the project.

The Agreement set out in the Request for Proposal Document is the form that the Owner intends to use as the basis for the final Contract with the Successful Proponent. The Request for Proposal document and the Proponent’s signed and submitted Proposal, including all mandatory requirements form the Agreement.

If a Proponent objects to any aspect of the Agreement, the Proponent is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Proponent Questions section.

### **5.2 Acceptance of Proposal**

Proposals shall be irrevocable and valid for acceptance by the Owner for a period of ninety (90) days after the Proposal Submission Deadline.

### **5.3 Award**

It is the Owner’s intention to Award to the Proponent with the Highest Total Score, who demonstrates the capability of meeting the requirements and demonstrates appropriate experience, qualifications, and specifications as described within this document.

The Owner reserves the right to not Award to the lowest or any Proponent if it is determined that the cost of completing the work exceeds budgetary constraints.

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

Award of this Contract is subject to appropriate funding acceptable to the Owner.

The Proponent will receive a notice of Award by email. That notice constitutes the Owner’s acceptance of the Successful Proponents Proposal. The Contracts between the Owner and the Successful Proponent shall be executed within 14 days of the Successful Proponent receiving notice of Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to Award or accept a Proposal and may choose to either cancel the Request for Proposals or recall the Proposals at a later date if:

- Only one Proposal has been received as the result of a Request for Proposal, or
- The Proposal with the Highest Total Score exceeds the available project budget for the supplies or services, or
- A change in the scope of work or specifications is required

### **Pre-Conditions for Award**

Following notification of intent to Award, the Successful Proponent must deliver the following documents as instructed by the RFP Contact, within fourteen (14) calendar days of receiving written notice.

- A certified copy of the firms **Commercial General Liability** insurance. (See section 5.13 for complete details)
- A certified copy of the firms **Automobile Liability** insurance. (See section 5.13 for complete details)
- A Certificate from the Workplace Safety Insurance Board validating proof of coverage and good standing.
- Completed copy of the Owner's Contractor Policy
- Original copies of the Contract, executed by the Consultant

### **5.4 Contract Duration**

The duration of the Contract shall span from the date the Contract is executed by the Consultant and the Owner and end upon receipt and approval of the final plan, subject to inspection by the Contract Administrator.

### **5.5 Taxes**

Unit and/or lump sum prices should not include the Harmonized Sales Tax.

The Owner shall comply with the Harmonized Sales Tax (HST) legislation as enacted in the Federal Excise Tax Act (EAT), which came into effect on July 1, 2010.

All prices Bid shall include applicable disbursements, insurance, and all other charges of every kind attributable to the work.

### **5.6 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- i) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to
  - Having, or having access to, confidential information in the preparation of its response that is not available to other Proponents;
  - Communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
  - Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- ii) in relation to the performance of its Contractual obligations under a Contract for the work, the Proponents other commitments, relationships, or financial interests,
  - Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
  - Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its Contractual obligations.



### **5.7 Disqualification for Conflict of Interest**

The Owner may disqualify a Proponent for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

### **5.8 Proponent Questions**

The Owner will use the following process regarding any Proponent question or other request for clarification regarding any aspect of the RFP:

Proponents must submit requests for clarification or questions to the RFP Contact.

In the communication with the RFP Contact, reference a specific section or page number of this RFP.

Requests for clarification and questions must be submitted prior to **4:30 p.m., Wednesday November 20, 2024**, the Question Deadline. Questions and inquiries submitted after the Questions Deadline will not be addressed.

### **5.9 Response to Questions**

The Owner will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with the Proponent Questions section, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Proponents. In answering a Proponents question(s) in any addenda, the Owner will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Owner may, in its sole discretion:

- edit the question(s) for clarity
- exclude any question(s) that are either unclear or inappropriate
- provide a single, consolidated answer to similar questions from various Proponents
- Where an answer results in any change to the RFP, such answer may be formally documented through the issue of a separate addendum reflecting that change

### **5.10 Addenda**

The Owner will only amend or supplement the RFP by issuing an addendum. Any amendment or supplement to the RFP made in any other manner will not apply to the RFP.

Proponents shall acknowledge receipt of any addenda by signing and submitting all addenda with the Proposal. Failing to submit all acknowledged addenda with the submission will result in the Proposal being rejected for non-compliance.

All Addenda will be posted on the Township of Algonquin Highlands website.

[www.algonquinhighlands.ca](http://www.algonquinhighlands.ca)

It is the responsibility of the Proponent to acquire all Addenda that are issued. The Proponent is solely responsible to:

- make any required adjustments to their Proposal; and
- acknowledge the addenda by submitting a signed copy of each addendum issued with their Proposal submission

### 5.11 Clarification of Proposal

The Owner shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Owner shall not be obligated to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponents Proposal in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Proponent in response to a request for clarification from the Owner may be considered to form an integral part of the Proponents Proposal, at the Owner's sole discretion.

### 5.12 Verification of Information

The Owner may:

- verify any Proponents statement or claim made in the Proposal or made subsequently in any subsequent communication by whatever means the Owner may deem appropriate, including contacting persons in addition to those offered as references;
- reject any Proponents statement, claim, or Bid, if such statement, claim, or Bid is patently unwarranted or is doubtful; or
- access the Proponents premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Owner shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

### 5.13 Insurance

**Commercial General Liability** insurance including premises and all operations for an amount not less than **five million (\$5,000,000.00) dollars** per occurrence, including The Corporation of the Township of Algonquin Highlands as additional insured. This coverage applies to:

- third party bodily injury
- property damage
- products and completed operations.
- contractual liability
- personal injury
- non-owned automobile
- and contains a cross liability and severability of interest clause

The Successful Proponent shall take out and keep in full force and effect throughout the project until completion, and any renewals thereof, **Vehicle Liability Insurance** (for all licensed vehicles and equipment) in a combined amount of not less than **five million (\$5,000,000.00) dollars** per occurrence, against claims for bodily injury and/or property damage including claims against the Successful Proponent under any hold harmless or indemnity provisions of the

Contract in respect of motor vehicles owned or leased by the successful Proponent which are required by law to be licensed.

#### **5.14 Workplace Safety and Insurance Board (WSIB) Requirements**

WSIB is required to be provided by the Successful Proponent prior to Award and commencement of work.

#### **5.15 Payment Terms**

##### **Payment Terms**

Payment will be made in response to the Consultant's invoice, following receipt, review, and approval of the completed plan by the Owner.

The invoice shall be sent to:

Township of Algonquin Highlands: [finance@algonquinhighlands.ca](mailto:finance@algonquinhighlands.ca)

#### **5.16 Municipal Freedom of Information and Protection of Privacy Act**

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Proponents in connection with this RFP. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponents competitive position. Generally, only specific portions of a Proposal should be identified.

#### **5.17 Ontario/Canadian Laws**

The RFP and the Proponents Proposal will be interpreted according to the laws of Ontario and the Federal laws of Canada applicable therein.

#### **5.18 Personal Information**

Personal Information shall be treated as follows:

**Submission of Information** – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owner request such information, the Owner will treat this information in accordance with the provisions of this section and will maintain the information for a period of time as defined by the Owner's Records Retention Bylaw.

**Use** – Any Personal Information that is requested from each Proponent by the Owner shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Consultant, for Contract management purposes.

**Consent** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Owner. If any Personal Information is disclosed to the Owner by a Proponent, the Owner will consider that the appropriate consents have been obtained for the disclosure to and use by the Owner of the requested information for the purposes described herein.

### **5.19 Debriefing**

Proponents are entitled to request a debriefing meeting with the Owner. Such requests must be made to the RFP Contact within 60 Days following the date of posting of a Contract Award notification in respect of the RFP.

Debriefing may be held by telephone, in person, or by email, unless otherwise agreed.

### **5.20 Bid Protest Procedure**

To submit a Bid Protest, the Proponent must:

Provide a detailed description of the Bid Protest, including the desired remedy; and

Provide any additional relevant background information. All Bid Protest documentation must be addressed to the RFP Contact.

Once a Bid Protest has been received, the RFP Contact shall review the matter and consult with the Owner. The RFP Contact will complete the review with the Owner in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Protest or extenuating circumstances.

The RFP Contact will then prepare in coordination with the Owner, a written decision regarding the matter and will send a copy of that decision to the Proponent that submitted the Bid Protest.

In all cases:

The Owner shall seek to resolve the Bid Protest with the Proponent through consultation (to the extent feasible and reasonable); and

The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Proponents participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Proponents ability to participate in ongoing or future procurement opportunities with the Owner.

### **5.21 Trade Agreements**

Proponents should note that this procurement process is subject to the requirements of:

- Chapter 9 of the Trade and Cooperation Agreement between Ontario and Quebec.
- Chapter 5 of the Canadian Free Trade Agreement.

### **5.22 Accessibility**

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines 2.0 Level AA**. To ensure that these guidelines are met, the Owner shall request the Consultant provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of the Owners project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

### **5.23 Indemnification**

The Consultant agrees that the Owner, its elected members of council, directors, officers, employees, agents and volunteers shall not be liable for any injury or damage including but not limited to death, property loss, or damage sustained by the Consultant or its partners, directors, officers, employees, agents, contractors and sub-contractors or any other third party that is in any way attributable to anything done or omitted to be done by the Consultant in the performance of the services under this Contract.

The Consultant hereby agrees that it shall at all times indemnify, defend and save harmless the Owner, including its elected members of council, directors, officers, employees, agents and volunteers, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted that is in any way attributable to anything done or omitted to be done by the Consultant, including its partners, directors, officers, employees, agents, contractors or sub-contractors in connection with the services performed, purportedly performed or required to be performed by the Consultant under this Contract.

### **5.24 No Guarantee of Volume of Work or Exclusivity of Contract**

The Owner makes no guarantee of the value or volume of work to be assigned to the Successful Proponent. Any Contract executed with the Successful Proponent will not be an exclusive Contract. The Owner may Contract with others for the same or similar goods and or services to those described in this Request for Proposal or may obtain the same or similar goods and or services internally.

### **5.25 Ownership and Delivery of Materials**

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

Upon the request of the Owner, the Consultant agrees to deliver to the Owner all materials and information specified in the request that is the property of the Owner and in the possession or under the control of the Consultant. No copy or duplicate of any such material or information delivered to the Owner shall be retained by the Consultant, its outside suppliers, or subcontractors without prior written approval from the Owner. The Consultant further agrees not to destroy any material or information which is the property of the Owner without prior written approval from the Owner. This provision survives the expiration or termination of the Contract.

**Part 6: Evaluation and Selection Criteria**

**6.1 Evaluation Criteria**

All Proposals will be reviewed to determine if they are compliant.

Submissions will be evaluated against the criteria listed in the document. Failure to satisfy these requirements will result in a lower score, including failing to achieve the minimum required to proceed in the evaluation.

The Proponent should have the necessary skills, knowledge, education, and experience to meet the requirements of this project. Relevant information provided through the Proposal and in any subsequent demonstrations or interviews will be evaluated in terms of the scoring and criteria below.

<b>Criteria Number</b>	<b>Criteria Description</b>	<b>Points</b>
1	<b>Proposed Land Use, Development Plan, and Marketing Strategy</b> Proposal Format and Content Proposal Timeline	50
2	<b>Experience and Qualifications of the Firm</b> Experience Client References Resumes Work Sample	25
3	<b>Financial Proposal</b> Content Price	25
4	<b>Demonstration/Interview</b>	10

Proposals will be evaluated against questions including but not limited to the following.

**Criteria 1: Proposed Land Use, Development Plan, and Marketing Strategy (Maximum 50 points)**

**Proposal Format and Content (5 points)**

Does the Proposal include a Table of Contents, Introduction, and Executive Summary?

Are the mandatory submission requirements easily located and identified at the beginning of the Proposal?

Is the Proponent’s Proposal comprehensive, well laid out and logically structured, making it easy to read and understand how they plan to fulfil the project requirements?

**Proposal (35 points)**

Has the Proponent provided a thorough description of the scope of work?

Has the Proponent provided a thorough description of the proposed plan?

Does the description of the proposed plan meet the needs of the project?

**Timeline (10 pts)**

Does the Proponent provide a timeline that includes detailed milestones for meeting the scope of work and deliverables?

Does the Proposal include clear and realistic timelines including how they intend to meet the deadlines established in the timeline?

Does the timeline provide enough detail to portray the Proponents understanding and ability to fulfill the requirements?

Does the Proposal clearly specify the resources required from the Owner?

**Criteria 2: Experience and Qualifications of Firm (Maximum 25 points)**

**Experience (10 points)**

Does the Proponent provide a detailed description of experience?

Does the Proponent have experience working with municipalities?

How is that experience demonstrated?

Does the Proposal explain in a clear manner how the Proponent will apply the described experience to the project described in the Request for Proposal?

**Client References (5 points)**

Did the Proponent provide additional references?

Are the references current?

Are the references relevant to this RFP?

**Resumes (5 pts)**

Does the Proponent provide resumes of proposed staff, outside consultants, or subcontractors and include detail relating to each one's participation in the project?

Does the project team have the relevant experience to deliver on the project?

**Work Sample (5 pts)**

Does the Proponent provide a work sample from one of the included references?

Is the work sample relevant to the scope of work for this Request for Proposal?

**Criteria 3: Financial Proposal (Maximum 25 points)**

- **Proponent pricing reflects the requirements as outlined in the Financial Proposal section of the RFP. (5 points)**
  - Is the Financial Proposal straight forward and easy to understand?
  - Does the Proponent provide all the requested pricing breakdowns?

**Total Proposal Price as calculated using the total fixed fee formula (20 points)**

**Criteria 4: Demonstration/Interview (Maximum 10 points)**

Proponents will be invited to demonstrate aspects of their Proposal for the Evaluation Committee. Only those Proposals with the highest scores will be invited to take part in an interview, presentation, and question/answer session with the Evaluation Committee. The Owner's intent is to limit the presentation/interview stage to a maximum of 3 Proponents. The presentation will provide an opportunity for the highest scoring Proponents to showcase the

Project Lead and any key team members, communication, and presentation skills, describe their Proposal and to allow the Owner's Evaluation Committee to seek further clarification(s). No new information shall be presented during the Demonstration/Interview stage.

Is the presenter the Project Lead?

Is the presentation professional and informative?

Was the presenter well prepared, did they stay on topic and within the time allocation?

Did the demonstration address the expectations detailed in the RFP?

## 6.2 Selection Process

An Evaluation Committee consisting of Owner representatives will evaluate the Proposals. It is the intention of the Owner to recommend the Proponent with the Highest Total Score for Award. As part of the selection process, the Owner may contact one or more Proponents (to a maximum of 3 Proponents) to clarify their Proposal.

Proponents should note that Proposals must achieve a minimum of 60% in each criterion in order for the Proposal and pricing to be considered for Award.

## 6.3 Stages of Evaluation

### Stage 1: Mandatory Submission Requirements (pass/fail)

A review of the submitted documents will be undertaken to determine if the submitted Proposals complies with all the mandatory submission requirements:

- One original copy of the Proposal
- Part 7: Form of Proposal (signed and dated by the firm's representative with the authority to bind the corporation)
- Include copies of all Addenda and acknowledge each one with the Proponent's signature.

Proposals that do not comply with the mandatory submission requirements shall be disqualified and not be evaluated further.

### Stage 2: Criteria Evaluations (80 points)

Stage 2 will consist of scoring by the Evaluation Committee of each compliant Proposal on the basis of the detailed criteria as displayed in the submitted Proposal. The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

For the purpose of scoring, a scale of 1 to 10 will be used by the Evaluation Committee for each criteria. This score will then be converted into the allocated points and applied to each section as outlined in the Evaluation Criteria. For example: If the criteria scores 7/10 and a maximum of 30 points can be awarded, 21 points would be awarded for that criteria.

$7/10 = 0.7$ ,  $0.7 \times 30 = 21$ .

Score	Description
10	Clearly <b>exceeds all</b> areas within the RFP
9	<b>Clearly exceeds most</b> of the requirements within the RFP
8	<b>Meets and Exceeds many</b> of the requirements within the RFP
7	Meets the requirements and <b>exceeds some</b> of the requirements
6	<b>Generally</b> , meets the minimum requirements within the RFP
1-5	Does <b>not</b> generally meet the minimum requirements within the RFP



**Stage 3: Pricing (20 points)**

Stage 3 will consist of scoring the Financial Proposal submitted in the Proposal. Each Proponent will receive a percentage of the total possible 15 points allocated to price by dividing the Proponent's price into the lowest Proposal price.

Example: If the lowest Proposal price is \$150, that Proponent receives 100% of the Points ( $150/150 = 100\%$ ), or 30 points. A Proponent whose Proposal price is \$200 will receive ( $150/200 = 75\%$ ), or 22.5 points.

The Proponent that achieves the Highest Total Score from Stage 2 and 3 will be ranked first. In the event of a tie total score, the Proponent with the lowest cost will be ranked first overall.

**Stage 4 Evaluation of Demonstrations/Interview with top rated Proponents (10 pts)**

This section will be rated and, notwithstanding the scores from Stages 1, 2 and 3, only those achieving 60% or greater in the demonstration will be considered for Stage 5.

**Stage 5: Reference Check**

Reference checks may be performed on the Proponent with the Highest Total Score after steps 1 to 4 prior to a recommendation for Award. References will only be rated as a pass/fail whereby references that are considered accurate and relevant based on the size and scope of this project, and prove to validate, to the Owner's satisfaction, that the Proponent generally met the Reference's expectations will be rated as a pass. The Owner reserves the right to seek reference information on any Proponent if deemed required.

**Stage 6: Award**

The Evaluation Committee will recommend Award of the Proponent achieving the Highest Total Score as a result of the evaluation of Stages 1 through 4.

**Part 7: Form of Proposal**

This form is a mandatory submission requirement.

**Form of Proposal**

**This Proposal is submitted by:**

**Consultant Information**

---

Name of Firm of Individual (Hereinafter referred to as the Consultant)

---

Mailing Address

---

Email

---

Phone Number

Cell Number

---

Name and Position of Individual Signing for the Firm

---

HST Registration Number

WSIB Account Number

---

**To the Members of Council;**

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Proposal or in the Contract proposed to be undertaken.

I/We further declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other officer of the Owner is or will become interested directly, or indirectly, as a Consultant in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

I/We have read sections 5.6, 5.7, and declare that no Conflict of Interest exists.

I/We further declare that the named firm or individual, outside consultants, or subcontractor are not currently involved in litigation with the Owner.

I/We further declare that any and all Addenda issued for this Request for Proposal have been signed, dated, and submitted as part of this Proposal.

Request for Proposal CTY-AH-2024-9

I/We acknowledge that failure to submit any mandatory submission requirements, including Addenda will result in the Proposal being rejected for noncompliance and will not be considered for Award.

I/We further declare that the several matters stated in the said Proposal are in all respects true.

I/We further declare that I/We having read, understood and accepted the Request for Proposal Documents which forms part of this Agreement, hereby offer to furnish all equipment, tools, labour, apparatus; all materials, except as otherwise stated in the Agreement; including in every case freight, duty, exchange and harmonized sales tax, effective on the date of the acceptance of the Proposal, and to complete the work in strict accordance with the Request for Proposal Documents, for the sums calculated in accordance with the financial proposal.

I/We agree that this offer is to continue open for acceptance until the formal Contract is executed by the Successful Proponent and the Owner for the said work or until 90 calendar days after the Submission Deadline, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted or not.

I/We agree that the awarding of this Contract is based on the acceptance of this Proposal by the approval authority of the Owner outlined in the Owner's Procurement Policy.

I/We hereby agree that notification of acceptance of this Proposal shall be in writing and will be sent by email and if sent in this manner, acceptance shall be deemed to have been made on the date of the email of such notification.

\_\_\_\_\_  
Consultant Representative (Please Print)  
(Authority to bind the Corporation)

\_\_\_\_\_  
Representative's Signature  
(Authority to bind the Corporation)

\_\_\_\_\_  
Date (day/month/year)

**Part 8: Contract Template**

**Township of Algonquin Highlands  
Proposal No.: CTY-AH-2024-9**

**Land Use, Development Plan, and Marketing Strategy for the Stanhope Municipal Airport**

**Contract**

This Contract made in duplicate on \_\_\_\_\_

Date (day/month/year)

by and between

Hereinafter called the "Consultant"

and

**Township of Algonquin Highlands**

Hereinafter called the "Owner"

**Witnesseth** that, the party of the first part, for and in consideration of the payment or payments specified in the Proposal for this work, hereby agrees to furnish all necessary tools, equipment, supplies, labour and other means of development and, to the satisfaction of the Owner's Contract Administrator, to do all the work as described in Request for Proposal CTY-AH-2024-9.

Request for Proposal CTY-AH-2024-9, submission of the signed Form of Proposal, and the Consultant's Proposal forms the Agreement for which this Contract is based. The Consultant agrees to furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the specifications and Proposal, which are identified and acknowledged in the Request for Proposal document, and Addenda (if required), all of which are to be read herewith and form part of this Contract as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Consultant further agrees that they will deliver the whole of the work completed in accordance with the Contract on or before the date stipulated in the Consultant's Proposal, unless otherwise mutually agreed upon by the Owner and Consultant.

The Consultant agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Consultant on any account whatsoever.

**In Consideration Whereas**, the Owner agrees to pay to the Consultant for all work done, the stipulated sum or sums submitted in the Proposal. The price of \$XXXX.XX (excluding HST) has been agreed upon by the Owner and the Consultant. This price will be adhered to unless a Change Order is agreed upon by both the Owner and the Consultant.

**(This Contract will be revised prior to execution of the Contract between the Successful Proponent and the Owner.)**

**This Contract Shall** ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Consultant and on the heirs and successors of the Owner.

**In Witness Whereof**, the Consultant and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

\_\_\_\_\_  
Consultant Representative  
(Please Print)  
(Authority to bind the Corporation)

\_\_\_\_\_  
Owner Representative  
(Please Print)  
(Authority to bind the Corporation)

\_\_\_\_\_  
Representative's Signature  
(Authority to bind the Corporation)

\_\_\_\_\_  
Representative's Signature  
(Authority to bind the Corporation)

\_\_\_\_\_  
Position held by Representative

\_\_\_\_\_  
Position held at the Township

**This Contract will be mailed by courier to the Successful Proponent upon receiving all documents related to the Pre-Conditions of Award.**