

Request for Proposal

Wellness Centre Lands Development

RFP#CAO 2-2017

October 17, 2017



10227 Ilderton Road, Coldstream, Ontario



# Request for Proposal Wellness Centre Lands Development



# Request for Proposal Wellness Centre Lands Development

Issued by: Middlesex Centre

**Project Manager:** Michelle Smibert

**Contact information:** smibert@middlesexcentre.on.ca/519-666-0190 ext 226

**Issue Date:**

**Proposal Closing**

**Date:** November 17, 2017

**Time:** 1 pm (EST)

**Location:** 10227 Ilderton Road, RR #2, Ilderton ON N0M 2A0

Middlesex Centre 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 the Call for Proposals at any time in its sole and absolute discretion.

**TO OBTAIN DOCUMENTS**

Online: [www.middlesexcentre.on.ca](http://www.middlesexcentre.on.ca)

## 1.0 General Requirements.

### 1.1 Background

The Municipality of Middlesex Centre (“Middlesex Centre”) is seeking a development partner for the development of the lands behind the Komoka Wellness Recreational Centre (“Wellness Recreational Centre”) on Glendon Drive in Komoka (the “Development Site”). The Development Site is located on the northwest corner of the Wellness Recreational Centre and is currently undeveloped but has been cleared and graded. The successful development partner who will implement Middlesex Centre’s vision for these lands will be selected based on their response to this RFP, experience with similar projects and other criteria which is detailed in this document.

Middlesex Centre’s intent is to provide housing for Komoka and the surrounding area through the development of the Development Site and the municipality has recognized a need for a wide range of housing types including both rental and affordable housing units.

### 1.2 Project Overview

The Municipality would like to see the implementation of the “vision” as set out in Stantec Consulting’s concept plan. The main focus of the development is to provide a diversification of housing stock and to provide rental options. The goal is to promote a mix of housing, including affordable housing, park and open space areas, and consider the inclusion of civic space. In other words, the vision is to develop a strong, livable, and healthy community that promotes and enhances human health and social well-being, and that is economically and environmentally sound and resilient to climate change in accordance with the Provincial Policy Statement.

### 1.3 Request for Proposal Schedule

Task	Date
Release of Proposal	October 17, 2017
Deadline for Questions/Enquiries, in writing	Monday November 6 <sup>th</sup> , 2017
Response to Consultant’s Questions	Thursday November 9 <sup>th</sup> , 2017
Closing of Proposal	1 pm on Friday November 17, 2017 EST

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Negotiations with Successful Consultant	To be determined
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Note: Although every attempt will be made to meet all dates, Middlesex Centre reserves the right to modify any or all dates at its sole discretion.

Middlesex Centre reserves the right at any time prior to the close of this RFP:

- a) to withdraw or cancel the RFP;
- b) to extend the time for the submission of proposals; or
- c) to modify the RFP;

by the publication of an addendum or other notice. Middlesex Centre shall not be liable for any expense, cost, loss or damage incurred or suffered by any Applicant (or any other person) as a result of its so doing.

By submitting a Proposal the Consultant acknowledges that it shall have no claim against or entitlement to damages from Middlesex Centre by reasons of Middlesex Centre's rejection of its Proposal or all Proposals.

### **1.4 Inquiries, Clarifications and Addenda**

Inquiries regarding this Request for Proposal are to be directed to Middlesex Centre before the specified closing date (see cut off dates above) by contacting RFP Project Manager, Michelle Smibert by email at [smibert@middlesexcentre.on.ca](mailto:smibert@middlesexcentre.on.ca)

Inquiries must not be directed to other Middlesex Centre employees or its members of Council. Directing inquiries to anyone other than the Project Manager may result in your submission being rejected.

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to all clarification requests will be provided to all Consultants/Proponents in writing.

Any and all changes to the RFP required before the Proposal closing will be issued by Middlesex Centre in the form of written Addenda and shall hereby form part and parcel of the project. Addenda shall be issued as per schedule above and no later than five days prior to close of the RFP as applicable. Addenda will be provided to all Proponents the same way that the original RFP was provided. Middlesex Centre will assume no responsibility for oral instruction or suggestion. If Addenda are issued, Proponents must acknowledge receipt by indicating such receipt in the appropriate section of the Form of Proposal. Failure to acknowledge the addendum/addenda will result in your Proposal being rejected.

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The onus is on the Consultant/Proponent to ensure they have received and acknowledge all addenda prior to submission of proposals. Failure to acknowledge receipt of addenda will be cause for rejection of the Proponents submission.

### **1.5 Limitation of Liability**

Middlesex Centre and its agents and advisors shall not be liable for any information or advice or any errors or omissions that may be contained in the RFP or any data, materials, or documents disclosed or provided to the Proponent pursuant to this RFP or otherwise. While Middlesex Centre has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Consultants/Proponents.

Middlesex Centre and its agents and advisors make no representation or warranty, either express or implied, in fact or in law, with respect to the accuracy or completeness of this RFP or such data, materials, or documents, and shall not be responsible for any claim, action, cost, loss, damage, or liability whatsoever arising from the Proponent's reliance or use of this RFP or any data, materials, or documents provided. The Proponent should satisfy itself as to the accuracy of the information contained in the RFP through independent means. Nothing in this RFP is intended to relieve the Consultant from formulating their own opinion and conclusion with respect to the matters addressed in the RFP.

Neither the transmission of this RFP to a Proponent nor the acceptance or receipt of a Proposal by Middlesex Centre shall be construed as or imply any obligation or commitment on the part of Middlesex Centre to enter into a contract or agreement of any kind in respect of any or all of the contents of this RFP.

### **1.6 Statement of Understanding**

For the purpose of this RFP, whoever is named as the Consultant/Proponent shall be deemed the single point of contact. Each Consultant/Proponent shall be deemed to have carefully examined the RFP prior to submitting their Proposal, and if it should discover any omissions, errors, discrepancies, ambiguities, or other anomalies or have any doubts or questions as to the meaning of any portion thereof, it shall before submitting its Proposal, communicate the same to Middlesex Centre in writing within the specified time period. Any corrections, questions, and answers shall be incorporated into Addenda to the RFP for distribution to all Proponents.

By submittal of a proposal, the Consultant/Proponent represents that they are fully experienced and properly qualified to undertake work of a nature and scope similar to that requested herein; that they possess the competence, skills, experience, and

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expertise required to successfully carry out the work; that they are properly licensed, equipped, organized, and financed to perform such service; and that they have secured all the necessary information required by a competent, experienced proponent to prepare a responsible and complete Proposal.

### **1.7 No Collusion**

No Consultant/Proponent shall discuss or communicate with any other person or entity (including, without limitation, any employee, representative, or agent of any other Proponent) about the preparation of its Proposal. Each Consultant's Proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any other person or entity responding to the RFP (or any employee, representative, or agent thereof) and each Consultant shall be responsible to ensure that its participation in this RFP is conducted fairly and without collusion or fraud.

### **1.8 No Publicity or Promotion**

The Consultant/Proponent shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP. In the event the Consultant is awarded a contract, the Consultant shall not identify Middlesex Centre as a customer of the Consultant, and shall not otherwise use Middlesex Centre's name or any Middlesex Centre mark, without obtaining the prior written consent of Middlesex Centre.

### **1.9 Right to Audit**

The Consultant/Proponent is required to maintain complete books and records with respect to services, costs, expenses, receipts or other information necessary to verify the scope or charges for any services provided under this program. Middlesex Centre has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this agreement.

### **1.10 False or Misleading Statements**

If in Middlesex Centre's opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the Consultant the entire proposal may be rejected at Middlesex Centre's sole discretion.

### **1.11 Bribery/ Fraud**

Should any Consultant/Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee or official of Middlesex Centre, or to commit fraud, Middlesex Centre shall cancel the Consultant's/Proponent's submission.

## **1.12 No Local Preference**

Middlesex Centre endeavors to achieve the best value for its taxpayers in its programs and transactions. As a result, Middlesex Centre will not be bound to purchase supplies or services based upon Canadian content.

All procurement processes are to be conducted so as not to unduly exclude local vendors while at the same time maintaining the duty to be fair, open and transparent.

## **1.13 Insurance**

The successful Consultant/Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide Middlesex Centre with evidence of:

- a. Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000.) dollars with respect to the Bidder's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- b. Automobile liability insurance for an amount not less than Two Million (\$2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c. Professional Liability: If applicable and noted in this request, the successful Consultant/Proponent shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than two million (\$2,000,000.) dollars with respect to all of the responsibilities relating to this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless Middlesex Centre is notified in writing at least thirty (30) days prior to the effective date of cancellation or expiry. Middlesex Centre reserves the right to request such higher limits of insurance or other types policies appropriate to the work as Middlesex Centre may reasonably require.

The successful Consultant/Proponent shall indemnify and hold the Middlesex Centre harmless from and against any liability, loss, claims, demands, costs and expenses,

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including reasonable legal fees and/or consulting fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the Consultant/Proponent, its agents, officers, employees, successors, assigns or other persons for whom the Consultant/Proponent is legally responsible.

### **1.14 WSIB**

A certificate of good standing from the Workplace Safety and Insurance Board where applicable will be required from the Successful Consultant/Proponent before the commencement of Work and prior to final payment being made.

### **1.15 Laws of Ontario**

Any contract resulting from this RFP will be governed by the laws of the Province of Ontario.

### **1.16 Indemnification**

Consultants/Proponents shall protect, defend and save the Middlesex Centre, its agents and advisors harmless from demands, claims, suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts, errors or omissions of the Proponents, and/or its agents, employees, officers, assigns or successors.

The Consultant/Proponent hereby agrees to defend, indemnify and hold harmless Middlesex Centre, and all Middlesex Centre elected or appointed officials, officers, employees, sub-contractors and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including but not limited to reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

### **1.17 Non-Waiver**

No act or omission by Middlesex Centre shall be construed by the Successful Consultant/Proponent as a renunciation or waiver of any rights or recourses for any breach by the Successful Consultant/Proponent of its obligations set out in this RFP and in the Contract, unless Middlesex Centre provided the Successful Consultant with an express waiver in writing. Any work performed by Middlesex Centre which is part of the Work shall not relieve the Successful Consultant/Proponent of his/her obligations to do that Work.

### **1.18 Non-Assignment**

The Successful Consultant/Proponent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights contemplated by this RFP, title, or interest therein, without the prior written approval of Middlesex Centre.

### **1.19 Damage Claims**

The Successful Consultant/Proponent shall be responsible for all damages caused by it, its employees, agents, sub-contractors and any persons under its control, arising from the performance of the Work, arising from the Successful Consultant's/Proponent's failure or the failure of its employees, agents, sub-contractors, or persons under its control, to perform any or all of its obligations in accordance with the terms of the Contract.

### **1.20 Conflict of Interest**

The Consultant/Proponent is required to disclose in its Proposals and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP.

The Consultant/Proponent shall provide a statement that clearly identifies that the Consultant/Proponent has no conflict of interest with respect to other work and/or other clients. The Consultant/Proponent shall ensure that all Sub-contractors also have no conflict with respect to other work and/or other clients. No officer or employee of Middlesex Centre is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said Agreement, or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived therefrom.

For the purpose of this Request for Proposal, "conflict of interest" includes but is not limited to any situation or circumstance where, in relation to the performance of its obligations under this Request for Proposal and any subsequent consulting agreement, the Consultant's/Proponent's other commitments, relationships or financial interests could be, or could be seen, to exercise an improper influence over the objective, unbiased and impartial exercise of the Consultant's/Proponent's independent judgment, or could be, or could be seen, to compromise, impair or be incompatible with the effective performance of the Consultant's/Proponent's contractual obligations.

The Consultant/Proponent will be required to enter into an agreement with Middlesex Centre containing the following provisions.

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1. The Consultant/Proponent agrees to:
  - a. avoid any conflict of interest in the performance of its contractual obligations,
  - b. disclose to Middlesex Centre without delay any perceived, actual or potential conflict of interest that arises during the performance of its contractual obligations, and
  - c. comply with the requirements imposed by Middlesex Centre to resolve the conflict of interest.
  
2. In addition to all other contractual rights or any other rights available at law or in equity, Middlesex Centre may immediately terminate the agreement upon giving written notice to the Consultant/Proponent when:
  - a. the Consultant/Proponent fails to disclose any actual or potential conflict of interest;
  - b. the Consultant/Proponent fails to comply with any requirements imposed by Middlesex Centre to resolve the conflict of interest; or
  - c. in the reasonable opinion of Middlesex Centre it is not possible to resolve the Proponent's conflict of interest.
  
3. The Consultant/Proponent shall state in its Proposal:
  - a. that it will execute an agreement containing the clauses set out above;
  - b. all the measures, steps, policies and procedures that it currently takes to ensure that conflicts of interest are avoided or that it will take to ensure that there will be no conflicts of interest in regard to Middlesex Centre's program.

Note that the failure to include this statement may be cause for rejection of the proposal.

### **1.21 Middlesex Centre Not Employer**

The Consultant/Proponent agrees that Middlesex Centre is not to be understood as the employer to the Successful Consultant/Proponent nor to such Consultant's/Proponent's personnel or staff for any work, services, or supply of any products or materials that

may be awarded as a result of the RFP process. It is understood that the Successful Consultant/Proponent will act as an independent supplier for the work.

### **1.22 Intellectual Property**

All reports, plans, designs, and any and all other documents produced by the successful Consultant/Proponent to this Request for Proposals shall, on submission to the Municipality, become the property of the Municipality.

### **1.23 Termination**

In the event that the successful Consultant/Proponent fails to comply with any provision of this Request for Proposal or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to Middlesex Centre, Middlesex Centre may give the successful Consultant/Proponent notice in writing of such failure. In the event that the successful Consultant/Proponent has not remedied its failure within ten (10) days of the said notice, Middlesex Centre shall be entitled to exercise any one or more of the following remedies:

- a. Middlesex Centre may terminate the contract without further notice;
- b. Middlesex Centre may withhold any payment due to the successful Consultant/Proponent hereunder until the successful Consultant/Proponent has remedied its failure;
- c. Middlesex Centre may engage the services of another Consultant/Proponent or any other firm to remedy the successful Consultant's/Proponent's failure, and obtain reimbursement for the work from the successful Consultant/Proponent. The reimbursement may be obtained either through deduction from any amounts owing to the successful Consultant/Proponent hereunder, or through any other legal means available to Middlesex Centre; and
- d. Middlesex Centre may assert any other remedy available to it in law or equity.

Unless Middlesex Centre expressly agrees to the contrary, any failure of Middlesex Centre to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of Middlesex Centre to subsequently obtain such remedies.

### **1.24 Rights Reserved by Middlesex Centre**

Middlesex Centre reserves the right, in its sole discretion and without notice or reasons, and without liability to:

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- a. accept/reject any or all Proposals and/or reissue the RFP in its original or revised form;
- b. add specific requirements not covered in the RFP or Proposal;
- c. modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract;
- d. cancel this RFP at any time, without penalty or cost to Middlesex Centre. This RFP should not be considered a commitment by Middlesex Centre to enter into any contract.
- e. decline to permit any party to participate in this RFP;
- f. terminate discussions or negotiations with any or all of the Consultants/Proponents;
- g. accept a Proposal that does not comply with the requirements of this RFP;
- h. request additional information from a Consultant/Proponent to supplement or clarify a Proposal;
- i. in evaluating Proposals, consider any factor which Middlesex Centre considers to be relevant; and
- j. negotiate with any Consultant.

In the event of any disagreement between Middlesex Centre and the Consultant/Proponent regarding the interpretation of the provisions of the RFP, the CAO of Middlesex Centre or an individual acting in that capacity, shall make the final determination as to interpretation.

### **1.25 Exclusion of Proponents in Litigation**

Middlesex Centre may, in its absolute discretion, reject a Proposal submitted by a Consultant/Proponent if that Consultant/Proponent, or any officer or director of the Consultant/Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against Middlesex Centre or its elected or appointed officers and employees in relation to:

- a. Any other contract or services; or
- b. Any matter arising from Middlesex Centre's exercise of its powers, duties or functions.

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In determining whether or not to reject a Proposal under this clause, Middlesex Centre will consider whether that litigation is likely to affect the Consultant's/Proponent's ability to work with Middlesex Centre, its agents and advisors, and whether Middlesex Centre's experience with the Consultant/Proponent indicates that Middlesex Centre is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Consultant/Proponent.

### **1.26 Exclusion of Proponents Due to Poor Performance**

Middlesex Centre shall document evidence where the performance of the Consultant/Proponent has been unsatisfactory in terms of failure to meet contract specification, terms and conditions or for Environmental or Health and Safety violations.

The CAO (or its designate) may, in consultation with the Middlesex Centre Council, prohibit an unsatisfactory Consultant/Proponent from bidding on future RFPs or contracts for a period of up to three years.

### **1.27 Pricing**

Unless otherwise stated in this document or the successful Consultant's/Proponent's submission, all pricing will be firm for the duration of the contract. Any pricing increases year over year will be limited to the annual change percentage in the CPI index at the time of renewal.

### **1.28 Form of Contract**

Unless otherwise stated, the contract for this project is formed by this request for proposal, the successful Consultant's/Proponent's submission and the purchase order issued by Middlesex Centre.

### **1.29 Accessibility**

Middlesex Centre is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the *Accessibility for Ontarians with Disabilities Act, 2005* ("Act") as may be amended from time to time. Regulations enacted under the Act apply to third parties providing goods and services to members of the public on behalf of Middlesex Centre. The consultant/contractor, its employees and all sub-contractors hired by the consultant/contractor in the completion of its work, must meet or exceed compliance with all applicable regulations under the Act.

### **1.30 Sustainability**

One of the principles of Middlesex Centre's Purchasing Policy is to procure services with regard to the preservation of the natural environment, by encouraging suppliers to provide services that result in the least damage to the environment and incorporating

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recycled materials. Consultants/Proponents are expected to design for, implement, and carry out their work in an environmentally responsible manner.

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

The Municipality is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended (“MFIPPA”) with respect to, and protection of, information under its custody and control. All documents submitted to the Municipality in response to this RFP may be made available to the public.

The Consultant/Proponent hereby consents to disclose any information contained in its submission pursuant to the MFIPPA.

The responses to this RFP should clearly indicate any confidential information by stamping the page where it appears with the word “confidential”. The Consultant/Proponent should make it very clear as to which information is considered confidential or proprietary in nature and why it is considered confidential. Notwithstanding requests to keep the information confidential, all information is subject to MFIPPA and may be subject to release under the Act.

## **2.0 The Opportunity**

### **2.1 Project Overview**

Middlesex Centre is seeking a development partner for the development of the lands behind the Wellness Centre. The successful development partner will be selected based on experience with projects like this and other criteria which is identified as part of the document.

The lands behind the Wellness Centre consist of approximately 10.5 acres. In 2010, the new Wellness Recreation Centre was constructed and this building represents an anchor within the Komoka-Kilworth settlement area. The Wellness Recreation Centre incorporates numerous sustainable features into its development that Middlesex Centre is interested in promoting and incorporating into any development for the lands situated behind the Wellness Recreation Centre. With a solar FIT contract along with many other sustainable features, the Wellness Recreation Centre is a proud example of the types of buildings that Middlesex Centre promotes and encourages.

In 2011, the Municipality of Middlesex Centre undertook the development of a master plan for a “Municipal Centre” in our growing community. Avi Friedman was retained to propose a plan for a Village Centre on the development site. Concept plans and this master plan is attached to this document for reference purposes.

Middlesex Centre engaged SHS Consulting to prepare a Needs and Market analysis of the local ownership and rental housing markets to determine how the Middlesex Centre could best achieve its goals and bring the residential components of our new master plan to fruition. Attached is a copy of this document for reference purposes.

To further “refine” the plan, Middlesex Centre then engaged Stantec Consulting to render a concept plan of the development that could be established on these lands.

### **2.2 Scope of Work**

Middlesex Centre is seeking written proposals from qualified firms or individuals who wish to partner with the Municipality to implement Middlesex Centre’s vision for these lands.

The lands behind the Wellness Recreation Centre are an attractive, unique and desirable location in which to live. This property is located just west of the City of London and is in close proximity to the 402 highway corridor.

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Middlesex Centre engaged in a Needs Assessment and Market Analysis for this area and this analysis found that:

- Population of household growth is expected to continue in Middlesex Centre
- Population is showing signs of aging
- Household composition is showing signs of diversifying
- Median income is comparatively high however a number of low income households
- Supply of rental housing is limited
- Housing stock is predominately single
- Development activity data shows residential potential
- House prices create affordability challenges for many households

The proposed development site provides a unique opportunity for Middlesex Centre to create a community space that would help diversity the Middlesex Centre's housing stock to address the growing and emerging needs of households in Middlesex Centre.

Creating a green community that is environmentally sustainable is key to the vision Middlesex Centre has for the development of the site. All buildings should follow the "green standards" set by the Wellness Recreation Centre and take advantage of the natural resources available. Middlesex Centre is interested in a development partner that is willing to suggest, consider and incorporate into any proposed design attributes and features including but not limited to the examples below. If these cannot be included, then the consultant is asked to provide a rationale for the exclusion of these items:

- Walkable streets
- Building energy and efficiency
- Site design for habitat and water body conservation
- Tree lined and shaded streets
- Local food production (if possible)

- Access to civic and public space

## **Introduction of a Civic Space**

It would be ideal to see more special events and outdoor activities in Middlesex Centre. For this to happen, Middlesex Centre needs a civic space for public gatherings.

## **Physical Description of the Project**

The concept plan developed by Stantec Consulting has been provided as a potential execution of the development site. The concept plan includes commercial, different forms of residential and also a civic space. The municipality is flexible with the design proposed even during the agreement stage as long as it meets the general “key elements” of this vision.

## **Planning Approvals**

The land north of the Wellness Recreation Centre (as shown within Special Policy Area #25 on the attached land use schedule) would necessitate a rezoning to permit residential development. The net density that is permitted by the Official Plan in this location is a minimum of 20 units per hectare and a maximum of 50 units per hectare. An official plan amendment would be required to alter the permitted densities or to permit residential development on that portion of the Wellness Complex property that is outside of Special Policy Area #25.

In addition to a rezoning, applications for site plan control, condominium or both would be required (depending on the built form and type of tenure). If single-detached dwellings are proposed along the south side of Railway Avenue (or elsewhere) then severance or subdivision applications would be required as well.

Any development of the land would need to have regard for the railway and the neighbouring grain handling facility – the submission of appropriate technical studies (e.g. noise, dust) would be required.

The relevant special policy excerpts from the Official Plan are provided below for reference. Other excerpts are not included (e.g. medium density residential policies) but can be provided if needed.

### **SPA#22**

For land so identified on the Komoka-Kilworth Urban Settlement Area and Secondary Plan (Schedule A-2), the development of this land shall be governed by the following policies in addition to all other policies of the Official Plan unless otherwise noted and should be read in conjunction with the Official Plan in its entirety:

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### 1. Goals and Objectives

The development of the subject land shall be based on the desire to achieve the following goals and objectives:

- a) To create a unique centre with a strong identity that accommodates cultural and daily needs that serves not only the local community but also residents from neighbouring communities.
- b) To provide opportunities for public gatherings and social interaction through the introduction of a civic space with pedestrian linkages to surrounding uses.
- c) To recognize the evolving function of Glendon Drive (County Road 14) as a traditional main street and promote the safe passage of motor vehicles in conjunction with cyclists and pedestrians.
- d) To promote a diversity of housing types and choices to accommodate the needs and lifestyles of a broader demographic.
- e) To create a green community that is environmentally sustainable based on the standard set by the Middlesex Centre Wellness Complex by ensuring the design and construction of buildings utilize green building practices.
- f) To encourage the generation of on-site renewable energy including but not limited to solar, wind and geo-thermal.
- g) To improve air quality and reduce cooling loads on buildings with the planting of shade trees along new and existing streets.
- h) To promote local food production to increase access to fresh produce by encouraging the growing of produce through the use of balconies, roof tops and community gardens.

2. Grain Handling Facility and CN Railway Corridor Buffer Areas Known municipally as 171 Railway Avenue, there is an existing grain handling facility located north and east of the subject land and adjacent to the CN Railway corridor on a property legally described as Part of Lot 6, Concession 2 and more specifically described as Part 1 on Reference Plan 33R-8745 (geographic Township of Lobo), in the Municipality of Middlesex Centre. Technical studies (e.g. noise study) will be required to facilitate development of sensitive land uses, including residential uses, within 300 metres of the grain handling facility and the railway corridor that are located in the area. The recommendations of the aforementioned studies would be implemented through subsequent development approvals, including but not limited to zoning by-law amendments, subdivision control and site plan control.

### SPA#25

Notwithstanding the Parks and Recreation designation of the land, Medium Density Residential uses shall also be permitted. In addition, low density residential development shall be permitted along the south side of Railway Avenue. The provisions of SPA #22 shall also apply to land within SPA #25.

The Consultant/Proponent shall have the right to conduct intrusive soil and groundwater sampling provided it shall be responsible for restoring the development site to its

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original condition and shall do so within a period of ten days from the date the sampling occurred. The Consultant/Proponent agrees that any results from soil and/or groundwater sampling shall be provided to Middlesex Centre.

The Consultant/Proponent agrees to proceed diligently and adhere to the agreed upon timelines from any Official Plan and/or Zoning By-law approvals.

### **Servicing**

IBI Group was retained by Middlesex Centre to investigate and consider the development of the lands surrounding and adjacent to the Wellness Recreational Centre. The purpose of the study was to investigate and report on the opportunities and constraints associated with the development of the subject lands from an infrastructure perspective. The IBI Study included the identification of those infrastructure elements that are currently in place; determination of their capacity to service additional lands; and the recognition of infrastructure improvements or modifications required to service any proposed new development of the development site. Such details are detailed in the “Municipality of Middlesex Centre Wellness Centre Development Lands Infrastructure and Servicing Review” report dated March 2013 as prepared by IBI Group. This report is attached to this document for information purposes.

### **“Partnership” Elements**

Middlesex Centre currently owns the development site. While the ownership of the land is important for the “control” of what is built on the site, it is not necessary that such control be in place once the vision has been built out.

Middlesex Centre is open to discussing and considering the incorporation of a new civic centre (municipal building) that could be incorporated as part of the proposed commercial space of the “vision”.

Middlesex Centre can provide the following information that relates to the development site as prepared to date: Avi Friedman’s master plan; SHS Consulting Needs and Market Analysis; and an overview of any work initiated on the development site.

### **3.0 RFP Submission Requirements**

#### **31 Delivery of Proposals**

Consultants/Proponents are required to submit [five (5) – paper copies and one electronic copy (CD or Flash drive) marked confidential to:

Middlesex Centre Municipal Office  
10227 Ilderton Road, RR #2 Ilderton, ON N0M 2A0

Each Consultant/Proponent must completely satisfy themselves as to the exact nature of the requirements. Failure to do so will not relieve the successful Consultant/Proponent of their obligation to carry out the provisions of the contract.

**Proposals must be received at the location noted, on or before November 17<sup>th</sup> at 1 pm.**

No facsimile transmission or electronic delivery of Proposals will be accepted.

All Proposals must be signed by an authorized signing officer of the Consultant/Proponent and contain a statement that the Proposal represents a binding offer which is irrevocable by the Consultant/Proponent and remains in effect and open for acceptance by Middlesex Centre for ninety (90) days from date of submission, or as may be extended further as agreed by Middlesex Centre and the Consultant/Proponent.

#### **3.2 Late Submissions**

Proposals will not be accepted after the date and time stated above. Proposals received by Middlesex Centre later than the specified closing time will be rejected and returned unopened to the Consultant/Proponent.

#### **3.3 Submission Requirements**

The Consultant's/Proponent's Proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. Incomplete proposals or proposals that do not conform to the requirements specified herein will not be considered.

The Proposal shall be clear, concise and shall include sufficient detail for effective evaluation for substantiating the validity of stated claims. The Proposal shall not simply rephrase or restate Middlesex Centre's requirements but rather shall provide convincing rationale to address how the Consultant/Proponent intends to meet these requirements.

## Request for Proposal Wellness Centre Lands Development

The Consultants/Proponents are encouraged to provide details that may demonstrate the excellence of their Proposal. Consultants/Proponents shall assume that Middlesex Centre has no prior knowledge of their experience and will base its evaluation on the information presented in the Consultant's/Proponent's Proposal.

The act of submitting a proposal is a declaration that the Consultant/Proponent has read the RFP and understands all the requirements and conditions. The submitted Proposal should reflect that the Consultant/Proponent understands the objectives, context, issues, deliverables and methodologies. Information that summarizes the Consultant's/Proponent's expertise, background and particular suitability for the project should be indicated and illustrated.

All information is to be submitted on corporate letterhead, duly signed by an authorized official, and enclosed as specified. Consultants/Proponents must clearly mark the original submission.

### **3.4 Costs and Expenses**

Middlesex Centre and its agents and advisors are not liable for any costs or expenses incurred by the Consultant in the preparation of their response to the RFP. Furthermore, Middlesex Centre shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Consultant/Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by Middlesex Centre of any Proposal, or by reason of any delay in the award of the Proposal.

### **3.5 Amendment of Submission**

Consultants/Proponents may amend their Proposals only if the Proposal is resubmitted before the Submission Deadline in accordance with the following:

- a. The Consultant/Proponent must withdraw its original Proposal on written notice to the Project Manager or designate before the Submission Deadline; and
- b. The Consultant/Proponent must submit a revised Proposal before the Submission Deadline in accordance with the requirement of the RFP.

Amendments by telephone, facsimile, email, or letter shall not be accepted or considered.

If more than one Proposal is received under the same name for the same project, the Proposal contained in the submission envelope bearing the latest date and time shall be

deemed the intended Proposal. The first Proposal received shall be considered withdrawn and returned unopened to the Consultant.

### **3.6 Withdrawal of Proposals**

A Consultant/Proponent may withdraw its Proposal prior to the Submission Deadline by giving written notice before the Submission Deadline. Telephone notices shall not be considered. Proposals may not be withdrawn after the Submission Deadline.

### **3.7 Conditions – Other**

This proposal is also subject to the following conditions:

- Middlesex Centre will not accept responsibility for any delays or costs associated with any reviews or approval processes.
- Consultants/Proponents are responsible for obtaining their own independent financial, legal, accounting, engineering, technical or other expert advice.
- Any written information received by Middlesex Centre from a Consultant/Proponent pursuant to a request from Middlesex Centre as part of this RFP process shall be considered an integral part of the proposal.
- Submissions that are incomplete or illegible or contain reservations or irregularities may be rejected.
- In any Consultant/Proponent is incorporated, the company must properly execute the response by authorized signature(s) under corporate seal. In the absence of a corporate seal, an affidavit or other evidence as the authority of the signatory or statement “I/We have authority to bind the corporation” under the authorized signature(s) will be accepted. In all cases the name and office of the signatory must be indicated under the signature. If the Consultant/Proponent is an individual, the signature must be duly witnessed.
- The data, information and assumptions provided herein have been compiled from sources believed to be reliable and accurate. Middlesex Centre disclaims any responsibility or liability for the accuracy or completeness of such data, information or assumptions or any data or information that Middlesex Centre may provide in the future. A Consultant/Proponent prior to submitting its proposal, shall be solely responsible for making any enquiries necessary to satisfy itself and verify all information upon which reliance shall be made.

## Request for Proposal Wellness Centre Lands Development

- Subsequent to the selection of the successful Consultant/Proponent, Middlesex Centre, in its sole and absolute discretion, may discuss or negotiate the terms and conditions of the successful Consultant's/Proponent's proposal without any obligation to other Consultants/Proponents and without giving rise to any rights of other Consultants to amend or negotiate their proposal.
- Middlesex Centre shall not have any obligation to notify any of the Consultants/Proponents of discussions or negotiations with any other Consultant/Proponent, to invite amended proposals from any other Consultants/Proponents, to disseminate other information disclosed to any one Consultant/Proponent, or to approve a further submission made as a result of such information.
- In the event of any discrepancies appearing, or differences of opinion, misunderstanding or dispute arising between any Consultant/Proponent responding to this RFP and Middlesex Centre, the intent or meaning of this RFP, or accompanying documents, or as to any omission or misstatements therein, the decision and interpretation of Middlesex Centre shall be final and binding upon all parties. There shall be no review or appeal of such decision.
- Consultants responding to this RFP shall not claim at any time after submitting their Bid that there was any misunderstanding in regard to conditions of these Terms of Reference or of conditions to be imposed pursuant to any documents to be entered into by the successful Consultants/Proponents.

### **3.8 Bankruptcy**

In the event that during the duration of the retainer of the successful Consultant's/Proponent's agreement, the successful Consultant/Proponent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal of its creditors, the retainer shall immediately be terminated, and the City shall be entitled to retain another party without the consent of the successful Consultant/Proponent.

### **3.9 RFP Opening**

Consultants/Proponents are advised there will NOT be a public opening for this RFP. Submissions received by the Deadline, will be opened administratively by members of the Middlesex Centre RFP Evaluation Committee and at a time subsequent to the closing.

### **3.10 Acceptance or Rejection of Offer**

1. The submission of Proposals does not obligate Middlesex Centre to accept any Proposal or to proceed further with the Project. Middlesex Centre may, in its sole discretion, elect not to proceed with the Project in whole or in part and may elect not to accept any or all proposals for any reason or to cancel the Project without any obligation whatsoever to Consultants/Proponents.
2. Should Middlesex Centre not receive any Proposals satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the Proposal Documents or negotiate a Contract for the whole or any part of the Project with any of the Consultants/Proponents.
3. Proposals that are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Proposal Documents or are otherwise irregular in anyway may, at the sole and absolute discretion of Middlesex Centre, be declared invalid and rejected.
4. Middlesex Centre retains the separate right to accept or waive irregularities if, in Middlesex Centre's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, Middlesex Centre may, as a condition of proposal acceptance, request a Consultant/Proponent to correct a minor or technical irregularity with no change to the Proposal Price.
5. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Proposal, shall be at Middlesex Centre's sole and absolute discretion.
6. Middlesex Centre reserves the right to accept or reject any or all Proposals or to accept any Proposal should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest price Proposal will not necessarily be accepted by Middlesex Centre.
7. Consultants/Proponents expressly waive any and all rights to make any claim against Middlesex Centre for any matter arising from Middlesex Centre exercising its rights as stated in these Instructions to Consultants/Proponents.

### **4.0 Evaluation**

#### **4.1 Proposal Evaluation Committee**

An Evaluation Committee comprised of representatives from Middlesex Centre, consultants and financial experts will evaluate each proposal received in accordance with the evaluation criteria as set out in the Proposal Documents. The Committee reserves the right but is not obliged to perform any of the following:

- a. Enter into further discussions with the Consultant/Proponent to seek clarification or verify any or all information provided by the Consultant/Proponent with respect to this RFP that will allow the Committee to reach a decision with a Consultant/Proponent;
- b. Independently verify any information provided in a Proposal. The Consultant/Proponent shall co-operate with such independent verification.
- c. Contact any or all of the references supplied and to interview, at the sole costs of the Consultant/Proponent, the Consultant/Proponent and/or any or all of the resources proposed by the Consultant/Proponent to fulfill the requirement, at Middlesex Centre offices, on 72 hours' notice, to verify and validate any information or data submitted by the Consultant/Proponent.
- d. Waive irregularities and omissions if, in doing so, the best interest of Middlesex Centre will be served.

In submitting a proposal, the Consultant/Proponent agrees that the decision of the Evaluation Committee is final and binding, and will not be subject to review by any court and any Consultant breaching this provision will indemnify Middlesex Centre for all its costs as a result of the same, save and except where Middlesex Centre has acted in bad faith.

#### **4.2 Interviews or Demonstrations**

A Consultant/Proponent whose written Proposal has met or exceeded the minimum technical score (as defined below) or has received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the

## Request for Proposal Wellness Centre Lands Development

Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Consultant.

The representative(s) of a Consultant/Proponent at any scheduled interview is/are expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

Where the staff team proposed by the Consultant/Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Consultant/Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Consultant/Proponent.

The Selection Committee may interview any Consultant(s)/Proponent(s) without interviewing others, and Middlesex Centre will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

### **4.3 Negotiations**

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Consultant/Proponent, all staff and sub-consultants provided by it and Middlesex Centre may be settled, and the issues concerning implementation may be clarified.

### **4.4 Evaluation Criteria**

It is understood by the parties submitting Proposals, that to qualify, Consultants/Proponents must meet all mandatory requirements, as well as the minimum score identified for the point-rated criteria.

### **4.5 Mandatory Submission Requirements**

Mandatory Requirements are evaluated on a pass or fail basis. Failure to adhere to the following mandatory requirements shall result in a Proposal being declared a Non-compliant Proposal and will be given no further consideration. Middlesex Centre may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

- a. Proposal must be received at the closing location prior to closing date and time.
- b. Proposal must be typewritten in English and will not be accepted by email.

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- c. Any changes on the original proposal should be made in ink and initialed by the person signing the proposal.
- d. Five of the proposal and one (1) electronic copy (on DVD or USB storage device) must be submitted in two separate envelopes as indicated.
- e. Completed, signed and sealed Appendix B: Form of Proposal. The Form shall be an Original that is signed in the spaces provided by a duly authorized official of the Proponent;
- f. All Addenda must be acknowledged.
- g. Include conflict of interest statement per 1.19 (3)
- h. Proof of insurance
- i. Inclusion of all point rated requirements outlined below.

### **4.6 Rated Criteria**

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process:

- Proposed Development Plan resembles the “vision” of Middlesex Centre – 35 points
- Partnership Opportunities/Business Concept (is this financially feasible and viable for Middlesex Centre) – 25 points
- Demonstrated Experience – 15 points
- Incorporation of Innovative Sustainability Features – 15 points
- Project Schedule (10)

Note: the selected proponent acknowledges and agrees that the entering into of a project agreement is conditional on and subject to approval by Council for Middlesex Centre.

### **4.7 Confidentiality of Evaluation**

All information provided by a Consultant/Proponent in connection with this RFP shall be confidential and shall not be disclosed except as otherwise required by law.

## Request for Proposal Wellness Centre Lands Development

Evaluation scores and rankings are confidential and, apart from identifying the top-ranked Consultant, no details of the Proposal or score or ranking of any Consultant/Proponent will be released to any other Consultant/Proponent.

### **Appendix A Municipal Documents**

- Stantec Consulting Development Concept Plan
- Avi Friedman – Master Plan Document
- SHS Consulting – Needs and Market Analysis
- Tunks Lane Drain Report (2010)
- IBI Wellness Centre Lands Servicing Review
- Middlesex Centre Design Guidelines
- Excerpt of Middlesex Centre Official Plan

### **Appendix B: Form of Proposal**

The following declarations must be included as part of your Proposal:

I/WE, the undersigned authorized signing officers for the Consultant, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this Proposal.

I/WE further declare that all statements, schedules and other information provided in this Proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

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

I/WE further declare that no appointed officer or employee of Middlesex Centre will have any interest, directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in any contract for goods or services 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 there from.



# Request for Proposal Wellness Centre Lands Development

I/WE further declare that the undersigned is empowered and authorized by the Consultant to negotiate all matters with Middlesex Centre representatives, relative to this Proposal.

I/WE further declare that the agent listed below is hereby authorized by the Consultant to submit this Proposal and is authorized to negotiate on behalf of the Proponent.

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service and section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards Regulation under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act

I/WE have received and allowed for Addenda \_\_\_\_\_ through \_\_\_\_\_ inclusive.

Submitted by: \_\_\_\_\_  
(Company/Firm)

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (Affix Corporate Seal)

Address:

City, Province/State

Postal/Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email for contact:

HST Number: \_\_\_\_\_

### **B1.0 Company Background**

Provide a company profile as per Section 6.1.

Organization Legal Name	
Business Name (if different)	
Total # of years in business:	
Location(s) and description of practice at each location	
Description of capabilities, organization, personnel	
Company Board Members and background (if applicable)	
Number of Employees	
Description of Litigation	

### **B2.0 Reference Details**

Provide a minimum of three (3) project references of completed projects implemented in Canada within the last 5 years with a similar project scope as detailed in this document

Fill out the following chart for **each** individual project – minimum three (3) required:

Reference # \_\_\_\_\_

<b>Project Details</b>	
Location (City/Town)	
Project Description	
Total Value of Project	
Key Personnel	
Date completed (MM/YYYY)	
Additional Project scope and details	
<b>Client Contact Information (Reference)</b>	
Client Company	
Contact Name, Title	
Client Phone Number	
Client Email Address	

## Request for Proposal Wellness Centre Lands Development

### **B4.0 Financial Background Details**

Provide financial background as per Section 6.3. The proponent must sign and certify the following table:

Full Company Name		
Address		
Year Incorporated		
Telephone		
Company Principals		
Parent Company/Subsidiaries (if applicable)		
The proponent certifies that the Proponent Company/Corporation is not currently, and has not within the past five years, been in bankruptcy protection.		
Financial Statements have been provided as part of this RFP. <input type="checkbox"/> Yes <input type="checkbox"/> No		
Authorizing Signature, Title	Date	

### Appendix D: AODA Contractor Compliance Statement Form



#### AODA Contractor Compliance Statement Form

I/We, certify that we are in **full compliance** with the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and have provided the necessary training to all staff (employees, agents, volunteers, or others for whom we are responsible).

I/We are required to comply with all relevant/applicable and any future additions or modification to legislation as they become enacted to accessibility standards and regulations.

In accordance with the training requirements of Ontario Regulation 191/11 the training that I/We provided includes the following content:

1. A review of the purpose and requirements of the Accessibility for Ontarians with Disabilities Act and the Human Rights Code;
2. The requirements of the Integrated Accessibility Standards Regulation;
3. The requirements of the Accessible Customer Service Standard Regulation;
4. Review of the Municipality of Middlesex Centre Accessibility Policy

The necessary training will be delivered on an ongoing basis to all new staff (employees, agents, volunteers, or others for whom we are responsible) prior to providing goods or services to, or on behalf of, the Municipality of Middlesex Centre.

I/We shall ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. I/We are to ensure that this information is available to the Municipality of Middlesex Centre, any time during the Term of the Contract.

I/We shall only assign those staff who have successfully completed training in accordance with Ontario Regulation 191/11, to provide services to, or on behalf of, Middlesex Centre.

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Company

Name:

Address:

## Request for Proposal Wellness Centre Lands Development

Town/City:  Postal Code:

Name(s):  Title(s):

Signature(s):  Date:

I/We have the authority to bind the Company.

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Training resources are available online for your convenience:

- Access Forward: Training for an Accessible Ontario <http://accessforward.ca/>
  - Human Rights Code Training <http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>
- 

For further information about the regulations please contact the Municipality of Middlesex Centre's Clerk:

Phone: 519-666-0190 ext. 225  
Fax: 519-666-0271  
Email: [smibert@middlesexcentre.on.ca](mailto:smibert@middlesexcentre.on.ca)

**Accessible formats of this document are available upon request.**