



**The Corporation of The Municipality Of Clarington
Purchasing Office**

RFP 2018-3

Date of Issue: March 2, 2018

**BOWMANVILLE EAST URBAN CENTRE
SECONDARY PLAN UPDATE**

Two-Envelope System

Closing Date: March 29, 2018

Closing Time: 2:00:00 PM Local Time

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Section 1 - Introduction and Instructions to Proponents

1.1 Introduction

The Municipality of Clarington (Municipality) is seeking proposals from competent Companies who have the necessary qualification, experience and ability to provide the products, training and service described in this Request for Proposal. The Municipality intends to award the contract based on the proposal which best supports the Municipality's requirements and provides ease of use.

The solution offered must meet or exceed the minimum specifications as noted in the terms of reference, and comply with all instructions to Proponents to be considered for this project.

Please read this entire competitive bid document carefully and submit the information required in accordance with the instructions contained in Section 1 & Section 2.

1.2 Submission of Proposals – Two Envelope System

Proponents to submit 5 sets (1 original and 4 copies) plus one electronic version on either CD/DVD or flash drive of their Proposal in writing in sealed envelopes and/or container, clearly addressed as set out below and must be received at

Municipality of Clarington
Purchasing Office
40 Temperance Street
Bowmanville, Ontario L1C 3A6

Proposals will be received up until 2:00 p.m., local time, on March 29, 2018.

Two –envelope system

The sealed Technical Proposal and the sealed Pricing Proposal shall be submitted in a sealed main envelope or container as shown below:

Using the labels provided below, each envelope within the main envelope or container must be sealed and clearly labelled as Envelope 1 – Technical Proposal and Envelope 2 – Pricing as outlined below.

Envelope 1 – Technical Proposal and shall contain:

- (i) Five (5) copies (1 Original and 4 copies) plus one electronic version submitted on either a CD/DVD or flash drive (Note: both technical and pricing can be submitted as two documents on the same means of media)

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of the Technical Proposal, the Form of Proposal Signature Page (refer to Appendix 'A' – Section 2.0) and any addenda. At least one proposal must be with original signatures and be marked as "ORIGINAL". A completed original signed Form of Proposal must be signed and returned with submission in Envelope No. 1. The Technical Proposal must be submitted in a sealed envelope and clearly identified with the attached label "Envelope No. 1 – Technical Proposal" found on page 6 of this document or with a label containing the same information.

- (ii) There should be no financial information submitted with Envelope No. 1; and

Envelope 2 – Pricing and shall contain:

All pricing and financial information and must be submitted in a sealed envelope clearly identified with the enclosed label "Envelope No. 2 – Pricing" found on page 6 of this document or with a label containing the same information. Envelope No. 2 is to be sealed and inserted in the Main envelope.

Form of Proposal Section 2 Schedule of Prices page (refer to Appendix 'A' Section 1.0) **is to be submitted in Envelope No. 2.**

The Municipality has the right to reject any proposal if this condition is not met.

Proposals must be received in the Purchasing Office, at the address shown by the specified Closing Date and Time.

The onus unequivocally remains with the Proponent to ensure that the Municipality receives Proposals delivered to or sent by courier or any third party prior the Proposal Submission Deadline, in accordance with the submission process described in this Section. Proposals received after the Proposal Submission Deadline will not be considered and will be returned unopened.

Proposals to include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Municipality should contact regarding the proposal.

Faxed or electronic submission **will not** be accepted in response to this RFP.

Proposals should be submitted in the form and format specified in Section 1 and Section 2 and must include the completed Form of Proposal attached in Appendix 'A'. A designated signing officer authorized to bind the Proponent to

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the provisions of their Proposal must sign the "Form of Proposal." Failure to do so will result in the Proposal being rejected.

Proposals must be legible and submitted in a non-alterable, fixed text format. The person signing on behalf of the Proponent must initial erasures, over-writing or strikeouts.

Please firmly affix the appropriate address label to the envelope or container containing your submission.

Cut Here

MAIN – Request for Proposal Envelope

Return Name

Name: _____

Address: _____

Telephone: _____

Corporation of the Municipality of Clarington
Purchasing Office
40 Temperance Street
Bowmanville, ON L1C 3A6

Sealed Bid

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Envelope No. 1 – Technical

Return Name

Name: _____

Address: _____

Telephone: _____

Corporation of the Municipality of Clarington
Purchasing Office
40 Temperance Street
Bowmanville, ON L1C 3A6

Sealed Bid

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Cut Here

Envelope No. 2 - Pricing

Return Name

Name: _____

Address: _____

Telephone: _____

Corporation of the Municipality of Clarington
Purchasing Office
40 Temperance Street
Bowmanville, ON L1C 3A6

Sealed Bid

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Note: Should you decide to use your own labels in lieu of the labels provided above, the front of your envelope must include ALL of the information shown on the applicable above label.

The Municipality of Clarington cannot be held responsible for documents submitted in envelopes that are not labeled in accordance with the above instructions. If you have any questions, feel free to contact Purchasing at 905-623-3379.

Failure to register on the Municipality's website when downloading the bid document may result in your bid being disqualified. All bidders must be registered as having received the bid document from the Municipality of Clarington.

1.3 Pre-Bid Meetings

Not applicable for this work.

1.4 Review and Clarification

Proposals should not be restricted by any statements added to the Proposal or in a covering letter, or by alterations to the Form of Proposal supplied unless otherwise provided in the RFP.

Should a Proponent have concerns regarding any Term or Condition within the RFP document, these must be addressed before Proposal closing, during the inquiry period noted below.

All questions or inquiries must be made in writing via email or faxed (905-623-3330) to the Municipality's contact below, no less than 4 business days prior to the closing date and time.

Primary Contact: Sandra McKee, Assistant Purchasing Manager
Email: smckee@clarington.net

Alternate Contact: David Ferguson, Purchasing Manager
Email: dferguson@clarington.net

The Proponent is responsible for seeking clarification of any aspect of the RFP considered unclear. The Municipality's contact noted above must receive all questions seeking clarification via e-mail. Responses to questions/clarifications will be communicated in writing to all Registered Document Takers via addenda to the RFP. (Refer to RFP Schedule, Section 1.05).

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Section 1 Introduction and Instructions to Proponents - continued

Proponents shall not contact other members of the Municipality. The Municipality may disqualify a Proponent and/or their Proposal if it determines that inappropriate contact has been made.

Protests based on any omission or error, or on the content of the RFP, will be disallowed if these issues have not been identified in accordance with this process. Should a dispute arise from the terms and conditions of any part of the RFP, regarding meaning, intent or ambiguity, the decision of the Municipality shall be final.

In submitting a Proposal, the Proponent acknowledges having read, completely understood, and accepted the terms and conditions of the RFP in full. The Municipality is not responsible for any misunderstanding of the RFP.

1.5 RFP Schedule

The RFP schedule set out herein represents the Municipality's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows (subject to change without notice).

- a) Release of RFP: **March 2, 2018**
- b) Deadline for submitting questions: 4 business days prior to closing date
- c) Responses issued to questions (by addendum): 2 business days prior to closing date
- d) Closing Date for RFP Submissions: **March 29, 2018**
- e) Evaluation / Shortlist Presentation Date: **Week of April 9 to 13, 2018**
- f) Approval: **May 7, 2018**
- g) Contract Award: **May 23, 2018**

1.6 Addenda to the RFP

The Municipality may issue amendment(s) in the form of Addenda to clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. Addenda will be sent **only to Registered Document Takers** issued RFP documents. (Refer to Current Tenders/RFPs/Quotation page of the Municipality's website for details on document registration at: <http://www.clarington.net/en/do-business/bids-and-tenders.asp>).

Proponents shall sign and return with the Proposal or acknowledge on the "Form of Proposal", receipt of such Addenda. In the event an RFP is amended, all terms and conditions that are not modified shall remain unchanged.

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Section 1 Introduction and Instructions to Proponents - continued

Under no circumstances shall Registered Document Takers rely upon any information or instructions from the Municipality, its employees, or agents unless provided in writing by the Municipality's Purchasing Manager or the Official Point of Contact as noted in Item 1.04 and issued through formal addenda to the RFP.

The Municipality, its employees, or agents shall not be responsible for any information or instructions related to this RFP, with the exception of information or instruction circulated through formal Addenda to the RFP.

If any addendum is issued after the Deadline for Issuing Addenda, the Municipality may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

The Proponent is solely responsible for ensuring receipt of all Addenda posted on the Municipality's website and that Addenda have been taken into account in the formation of their Proposal.

1.7 Alternate Proposals

Proponents may only submit one Proposal for evaluation. Where more than one version of a Proposal is received within an envelope / package, both Proposals will be disqualified and returned. Where two separate envelopes / packages are received, the Proposal stamped with the latest date/time will be accepted. Where the date/time stamp is not determinative, acceptance of one Proposal will be at the Municipality's sole discretion.

1.8 Joint or Consortium Proposals

The submission of joint or consortium Proposals is acceptable. In such an event, all members of the joint venture or consortium must be identified as well as one Primary Proponent designated in the Proposal who will be responsible for overall success of the Work and serve as the point of contact for communication and billing. Proposals must be signed and addressed by the Primary Proponent, whose signature will bind all members of the joint venture or consortium.

Where the information required in this Article is not clearly communicated in the Proponent's Proposal, the Municipality reserves the right, in its sole discretion, to determine acceptance as a Proposal being made by the Primary Proponent only, to accept the Proposal as a joint or consortium Proposal, or to reject the Proposal outright. Acceptance will be at the Municipality's sole discretion.

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1.9 Proposal Expiry Date

Proponents hereby acknowledge that their Proposals shall be irrevocable in the form submitted by the Proponent for a period of one hundred and twenty (120) days from the Proposal submission Deadline, or until an Agreement is signed with the successful Proponent(s), whichever comes first. Extensions to this period may be granted with the mutual agreement of the Municipality and the compliant Proponent(s), and may be initiated by either party.

1.10 Amendments to Proposals

Amendments to or withdrawals of Proposals will only be allowed if requests are received prior to the Proposal Submission Deadline. **No amendments or withdrawals will be accepted after this date.**

1.11 Purchasing By-Law

This RFP is issued, received, evaluated, accepted and processed in accordance with the **Municipality's Purchasing By-Law No. 2015-022** of which a copy can be found at <https://clarington.bidsandtenders.ca/Module/Tenders/en>. In submitting a Proposal, the Proponent agrees to be bound by all terms and conditions of this RFP, including any appendices, the Municipality's Purchasing By-Law (as amended), the Agreement and any amendments thereto, as fully as if they were incorporated herein.

1.12 Errors and Omissions

The Municipality shall not be held liable for any errors or omissions in any part of this RFP. The information contained in the RFP is supplied as a guideline for Proponents and is not necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions.

1.13 Material Supplied by the Municipality

All material, documentation and information viewed or obtained by a Registered Document Taker in connection with this RFP is the property of the Municipality and shall not be used for any other purpose other than replying to this RFP and the fulfillment of any resulting Agreement. All material shall be returned upon request of the Municipality.

In the event of conflicts or inconsistencies among Material viewed or obtained, this RFP shall prevail. **Refer to Article 1.6 – Addenda to the RFP.**

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Section 1 Introduction and Instructions to Proponents - continued

1.14 Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Proposal, each Proponent must declare whether it has an actual potential Conflict of Interest.

If at the sole and absolute discretion of the Municipality, the Proponent is found to be a Conflict of Interest, the Municipality may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Contract other than those disclosed in the Proposal. Where the Municipality discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, the Municipality reserves the right, in its sole and unfettered discretion, to refuse to consider the Proponent's Proposal Submission and disqualify the Proponent.

The Municipality, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a Proponent in the event that the Municipality determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in their Proposal.

1.15 Municipal Freedom of Information and Projection of Privacy Act

All correspondence, documentation and information provided to the Municipality, including the submission of Proposals, will be retained and not returned to the Proponent. As such, these items are subject to the most recent Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F-31 ("FIPPA"), and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 ("MFIPPA") and may be subject to release pursuant to these Acts.

Proponents are reminded to identify as confidential in their Proposal any specific scientific, technical, commercial, proprietary, or similar confidential information, for which disclosure could cause them injury. **Complete Proposal shall not be considered as confidential.**

By submitting any Personal Information requested in this RFP, Proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for Contract management purposes. Where the Personal Information relates to an individual assigned by the Proponent to provide the deliverables, such information may be used by the Municipality to compare the qualifications of such individual with any proposed substitute or replacement in accordance with the experience requirements noted

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in the RFP and/or Agreement. If a Proponent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the Municipality's Contact in accordance with **Article 1.4 – Review and Clarification** of this RFP.

1.16 Limitation of Liability

By submitting a proposal, each Proponent agrees that, other than the direct costs attributable to the preparation of a Proposal,

- (a) neither the Municipality, nor any of its employees, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including loss of profit or loss of opportunity by reason of the Municipality's decision to not accept the Proposal submitted by the Proponent, to award a contract to any other supplier or to cancel this RFP process, and the Proponent shall be deemed to have agreed to waive such right or claim.

1.17 Subcontractors

Proponents must provide and submit, using **Appendix 'B' – Subcontractor/ Sub-Consultant Form**, with the Proposal a list of all proposed Subcontractors/ Sub-Consultants to be used.

1.18 Volume of Work

The Municipality makes no guarantee of the value of volume of work to be assigned through this RFP process.

The Municipality makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work. These quantities are furnished without any liability on behalf of the Municipality.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

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Section 1 Introduction and Instructions to Proponents - continued

1.19 Proposals in English

All Proposals are to be in English only. Any Proposals received by the Municipality that are not entirely in the English language may be disqualified.

1.20 No Incorporation by Reference by Proponent

The entire content of the Proponent's Proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its Proposal.

1.21 Debriefing

Proponents may request a debriefing, which will be carried out only after a Contract has been fully executed by the Consultant/Company and the Municipality, within sixty (60) days of Contract award. All requests must be in writing the Municipality Contact. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

1.22 Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 2 - Proposal Content and Format

2.1 Proposal Format

The Municipality discourages overly lengthy and costly Proposals. However, for the Municipality to evaluate Proposals fairly and completely, Proponents should provide all of the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Proponent being disqualified or scoring poorly in the evaluation.

Proponents are encouraged to submit their Proposals bound, with each of the following sections of the Table of Contents below clearly identified and presented in separate sections. Corporate information may be attached as an appendix.

2.2 Proposal Content

Proponents are encouraged to keep their Technical Proposals to a maximum of twenty (20) pages; exclusive of the Form of Proposal, appended Corporate information, references, resumes, and should contain the following items:

Title page: Showing RFP number and title, closing date and time.

Letter of Introduction: Introducing the Proponent and signed by the person authorized to sign on behalf of and bind the Proponent to statements made in response to this RFP. This should contain the same signature as the person signing the submission forms/ Form of Proposal.

Table of Contents: Include page numbers identifying all included material.

Section 1: Executive Summary

Summary of the key features of the proposal.

- Provide an executive summary of the proposal that is not longer than one page;
- A detailed explanation of how the proposal meets the needs of the Municipality; and
- Form of Proposal – Appendix ‘A’ – Section 2.0 Signature Page.

Section 2: Proponent Information

To permit the Proponent to be evaluated fully as a viable and sound enterprise include the following information with respect to the proponent and if the submission is a joint proposal, for each consortium member. Proposals being

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Section 2 Proposal Content and Format - continued

presented by consortium that do not include the information requested for each consortium will not be able to obtain full marks during the evaluation.

Proponents must have the requisite experience, resources, qualifications and capacity to successfully meet the objectives of the RFP over the term by providing quality service to the Municipality.

Description of Firm/Consulting team, including:

- Company location and address;
- General profile of the firm including a brief history, the number of years in business, example of firm's clients, etc;
- Provide examples and descriptions of previous Secondary Plans that have been prepared by the team members over the last five years;
- An outline of the services to be provided in this proposal;
- Company contacts complete with phone numbers and email addresses;
- Identify any potential conflicts (of the firm or team members) in the past five years with:
 - Municipality of Clarington; and / or
 - Region of Durham.

Section 3: Project Team

Submissions should include the following:

- List the background, experience and qualifications of each of the proposed team members in:
 - Land use planning and the preparation of secondary plans;
 - Downtown redevelopment and intensification secondary plans;
 - Creation of civic precinct / campus master plans;
 - Land use planning around major institutional uses;
 - Land use planning for brownfield redevelopment;
 - Facilitating public engagement workshops; and
 - Creating online engagement tools.
- Identify the team lead (project manager);
- List the allocated roles and responsibilities of each proposed team member. Provide the time allocation chart with the main proposal (in the first envelope).

Section 4: Understanding of the Project and Effectiveness of the Approach

- Demonstrate an understanding of the project objectives and the desired outcomes;

Section 2 Proposal Content and Format - continued

- Describe your Proposal's approach to the project;
- Provide details as to how the team will complete the scope of the project;
- Provide a comprehensive public engagement work plan;
- Highlight any innovation, creativity and / or value-added work that has been included in your Proposal;
- State all assumptions and interpretations which you have made; and
- Demonstrate your ability to carry out all aspects of the project.

Section 5: Work Plan and Deliverables / Timelines

- Provide a Gantt chart that identifies major and minor tasks, expected completion time for each task, and sets milestone dates for each stage of the project; and
- Provide a time allocation chart for all team members broken down by the tasks in each Phase of the project.

Section 6: Accessibility

- All written documents submitted for the project shall be AODA accessible;
- Include a description of any accessibility design, features and/or criteria associated with the plans, workshops, reports which have been included; and
- Provide details of how your organization addresses AODA i.e. accessibility policy, compliance to AODA, training for staff, or support for individuals with disabilities.

2.3 Mandatory Proposal Requirement(s)

The conditions below must be met in order for the Proposal to be considered. Failure to meet the conditions noted below will result in rejection of the Proposal.

- ✓ Proposal received at the location as detailed in Article 1.2.
- ✓ Submission of Appendix 'A' – Form of Proposal: Section 1.0 Pricing and duly executed Signature Page Section 2.0
- ✓ Signed or acknowledged Addenda as detailed in Article 1.6.
- ✓ Sealed Technical Proposal and the sealed Pricing Proposal received.
- ✓ Financial Stability proven.
- ✓ References as detailed in Article 2.5.

Section 2 Proposal Content and Format - continued

2.4 Related Proposal Requirements

Proposals should include thorough details to allow for a comprehensive evaluation of Proposals based on the Evaluation Criteria disclosed under **Section 4.3- Evaluation Criteria and Points Summary. In determining the level of detail to submit for evaluation, refer to the evaluation point's breakdown outline as noted in Section 4.3.**

a) Pricing

Pricing is to be provided in Envelope No. 2. Refer to Appendix 'A' – Section 1.0 Pricing.

The Pricing shall be the total all-inclusive cost to the Municipality to provide the Work outlined in this proposal, including all direct and indirect costs. The submission should breakdown the professionals' involved, numbers of hours estimated for the work by tasks (use separate sheet as required).

The Proponent(s) / Company(s) shall be responsible for all costs including, but not limited to, meetings with Municipal staff. The pricing stated within the Proposal will be deemed to be the total all-inclusive costs to the Municipality.

b) Presentation

Proposal Submissions will be assessed based on the evaluation criteria, resulting in the selection of short-listed Proponents. Where required, the top scoring Proponents meeting the threshold will be short-listed and may be notified to provide a presentation (with visuals) of their Proposal and approach to the work. The Municipality will furnish details concerning the presentation location. The short-listed Proponents chosen will be allowed approximately 20 minutes for their presentation.

2.5 References (Pass / Fail)

Proposals must include a list of at least three references the Municipality may contact. The Municipality reserves the right to contact the references provided or any others deemed appropriate by the Municipality. References should be from sources of similar work experience and similar to the requirements of this Work.

In each case include the Company Name, Description of Work provided, Approximate Value of Work, Contact Name and Title, Phone Number and Email Address. Include at least two clients which are located within Ontario or Canada.

Where references contacted do not substantiate to an acceptable degree the Proponent's ability to perform the Work, the Municipality, in its sole discretion

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reserves the right to disqualify the Proponent and move to consider the next highest scoring Proponent.

The Municipality reserves the right to obtain and consider reference feedback from Municipal Staff having experience with a Proponent who has provided similar Work to the Municipality within the last three years.

The Municipality and/or staff that are currently employed with the Municipality, and any individual employed within the past three years for these services should not be listed as client references or utilized to provide letters of recommendation, letters of acknowledgement or any similar documentation meant to provide the same information.

References will only be rated as a Pass or Fail. In order for references to generate a pass, they must be considered accurate and relevant, based on similar size and scope of the Municipality's requirements, and prove to validate, to the Municipality's satisfaction, that the Proponent generally met the reference's expectations.

2.6 Financial Stability (Pass / Fail)

Further to Article 4.7 – Reserved Rights of the Municipality, Sub-Article b) where requested by the Municipality, to assist in determining the financial stability and capacity of the Proponent to perform and complete the work for this RFP, Proponents shall submit the following information:

A letter from their bank or financial institution, providing supporting evidence of suitable financial capacity to perform the value of the Work by confirming the amount of current credit availability, along with the length of time doing business with the Proponent.

In addition, the Municipality reserves the right in its sole discretion to obtain credit reports and/or any other available financial information deemed by the Municipality to be appropriate for any Proponent from established Credit Reporting Agencies.

Section 3 – Background and Scope of Work

3.1 Introduction

3.1.1 Background

The Bowmanville East Urban Centre (BEUC) Secondary Plan was approved as part of the Official Plan in 1996. It was later updated through a review exercise in 2003. The Municipality of Clarington is initiating an update of this secondary plan to ensure that it conforms to the recently approved, comprehensive review of the Official Plan. The update is also needed to incorporate changes to the Provincial Growth Plan and other Provincial direction on issues like climate change and active transportation.

In addition to these policy requirements other factors such as changes in market forces and shopping preferences necessitate a review of the relevance of the existing policies.

The BEUC contains Bowmanville's traditional downtown, the hospital as well as numerous businesses, services and government offices. Integrating redevelopment into this existing, built-up area will require a careful balancing between achieving intensification targets and respecting the character of the area.

The BEUC also contains the lands of the former Goodyear plant. This brownfield site is the largest redevelopment site in downtown Bowmanville. Effectively planning the redevelopment of the former Goodyear lands will serve as a catalyst to revitalizing and reimagining the BEUC as a vital part of our community.

3.1.2 Guiding Priorities

In conformity with the updated Clarington Official Plan, the following priorities will guide the overall Secondary Plan project:

Sustainability and Climate Change

Clarington Council adopted a sustainable, "green lens" approach to development throughout the Official Plan. This Secondary Plan will address the criteria developed for secondary plans in Clarington's Green Development Program and will be guided by the Priority Green Development Framework. An excerpt from the Priority Green Development Framework for Secondary Plans can be found in Attachment 2 to this Terms of Reference.

It is intended that sustainable development principles and practices shall be infused into every part of the secondary plan, including the design of

Section 3 Background and Scope of Work - continued

neighbourhoods and the arrangement of land uses. The requisite studies and the resultant secondary plan shall include measureable targets to move towards a net zero community.

Urban Design

The goal for any new development is to celebrate and enhance the history and character of Clarington. Infill and redevelopment must be designed to create a sense of place and all development should result in a high quality design. Excellence in urban design will consider elements like building design, complete streets, views, park connectivity, sun and shadow impacts, and active transportation as well as the integration of green infrastructure in neighborhood design.

Affordable Housing

The Official Plan directs that a variety of housing types, tenure and costs for people of all ages, abilities and income groups be provided. To that end, the Clarington Official Plan encourages a minimum of 30% of all new housing built in Urban Areas be affordable.

The secondary plan must reflect this policy and demonstrate how this secondary plan area contributes to meeting the Official Plan's affordable housing target.

Community Engagement

Clarington Council is committed to community consultation and engagement. The preparation of this secondary plan will be supported by a thorough public engagement strategy and include a range of public consultation initiatives. These efforts will be in addition to any statutory meetings requirements.

3.1.3 Project Objectives

There are five main objectives for the secondary plan update:

- Renew the vision of the BEUC in keeping with its historic and future role in the community;
- Guide future infill and redevelopment within the BEUC;
- Create a civic precinct in the downtown;
- Support the future expansion of the Lakeridge Health Bowmanville site; and
- Support the redevelopment of the former Goodyear lands.

The implementation of these objectives through the secondary plan update will be based on a comprehensive analysis of the BEUC area. The analysis will

Section 3 Background and Scope of Work - continued

explore where we are now, describe where we are headed and provide the tools to get us there.

This analysis will be informed by a thorough public engagement strategy to ensure that it includes diverse public input and achieves broad community support.

The resulting secondary plan and zoning by-law documents will provide the blueprint for a reimagining of the BEUC as an integral part of Bowmanville and Clarington as a whole.

3.1.4 Study Area

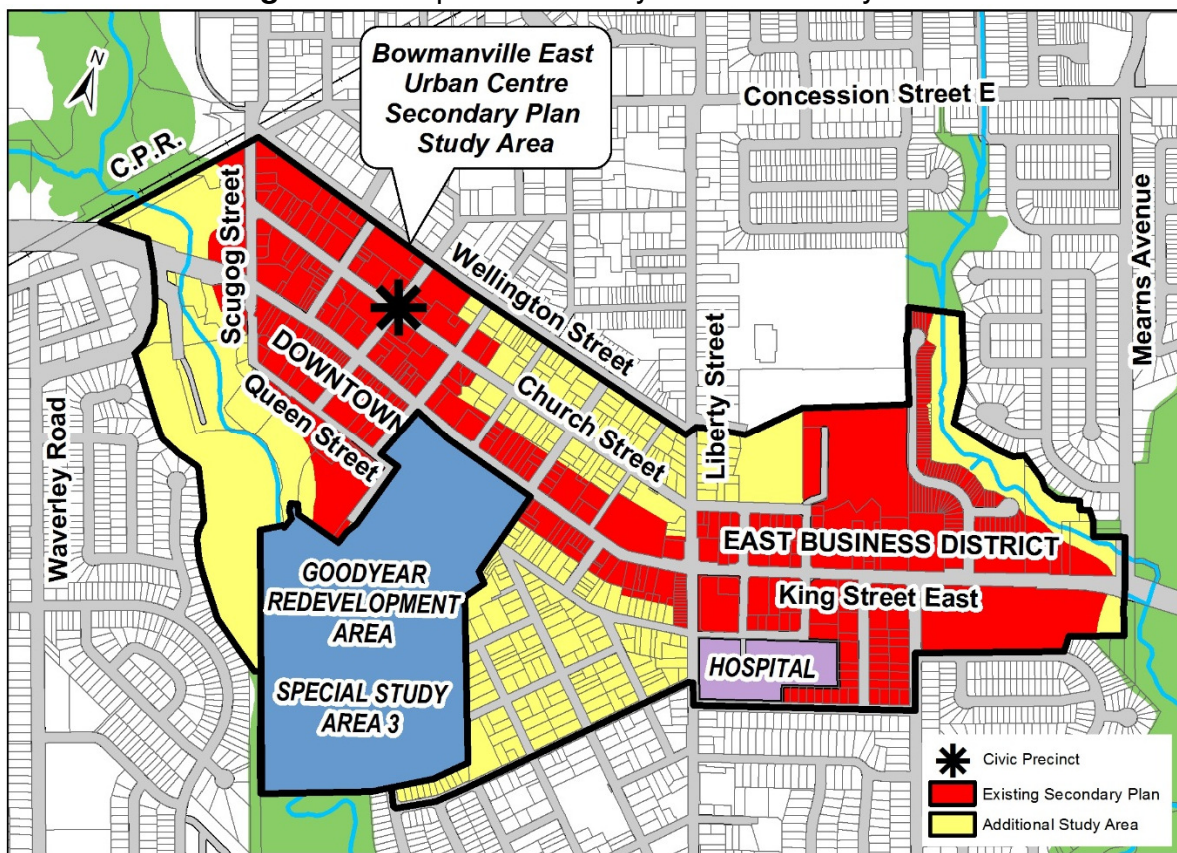
In the interest of completing a comprehensive review of the BEUC, the study area will include properties in the surrounding area. The BEUC study area comprises approximately 160 hectares of land.

The existing BEUC Secondary Plan follows the King Street corridor from the traditional downtown area and Bowmanville Creek in the west to the Bowmanville Mall and the Soper Creek in the east. The current BEUC is comprised of two distinct areas:

- The Downtown (west of George Street); and
- The East Business District (east of George Street).

Section 3 Background and Scope of Work - continued

Figure 1 – Map of Secondary Plan and Study Area



3.1.4.1 The Downtown

The traditional downtown area extends from Bowmanville Creek in the west to George Street in the east. It follows the King Street corridor and also includes the parallel streets of Queen Street and Church Street.

The mix of uses and the historical architecture in the traditional downtown area create an appealing pedestrian experience. The buildings are constructed beside the sidewalk and contain large display windows.

The eclectic mix of building types and lot sizes has led to a varied assortment of businesses throughout the traditional downtown area. This has the benefit of offering a greater range of rents and allows the area to serve as a small-business incubator.

3.1.4.2 Former Goodyear lands

The Goodyear Redevelopment Area is approximately 23 hectares of land south of downtown Bowmanville. It includes the site of the former Goodyear Tire and Rubber Company plant that operated since 1906 under different ownerships. The

Section 3 Background and Scope of Work - continued

closure of the plant provides the opportunity for redevelopment of the site for non-industrial uses.

The Clarington Official Plan envisions the Goodyear Redevelopment Area becoming a mixed-use residential area that takes full advantage of its proximity to downtown Bowmanville and the Bowmanville Creek. The redevelopment of this site serve as a tremendous stimulus to the downtown. Before any redevelopment can take place, a comprehensive redevelopment plan must hall be prepared and adopted as an amendment to the Bowmanville East Urban Centre Secondary Plan. This redevelopment plan will create a road map for how this site will be remediated, identify what natural and cultural features need to be protected and recommend a compact built form that will catalyze redevelopment of downtown Bowmanville.

3.1.4.3 Civic precinct

Today, the Municipal Administration Centre and the Bowmanville branch of the Clarington Library generate a lot of activity into the downtown. As the community continues to grow the need for increased and expanded Municipal administration and other services will become more critical. The secondary plan review process will examine the opportunities of future expansion of Municipal facilities and the public realm in the downtown through the creation of a civic precinct.

3.1.4.4 The East Business District

By contrast, the East Business District, and in particular development east of Liberty Street, is a much different experience than the downtown with buildings designed in a plaza or mall format. In this area many sites have been designed with parking areas located between the building and the street. The majority of land within the BEUC area has already been developed so the secondary plan update will need to provide guidance on the redevelopment of this area in the future.

3.1.4.5 Lakeridge Health Bowmanville

For over 100 years, the “Bowmanville Hospital” (Lakeridge Health Bowmanville) has provided medical services to the community. A \$100 million expansion to the hospital building was announced on January 26th, 2018. Land use around the hospital site will need to be evaluated to determine how best to support the current and long-term presence of the hospital in the Bowmanville East Urban Centre.

Section 3 Background and Scope of Work - continued



3.2 Scope of Work

3.2.1 Summary of Scope of Work

The update of the BEUC Secondary Plan and the implementing zoning by-law will proceed in three phases.

Phase 1 – Background Analysis

The initial phase will involve a review of the existing policies and conditions that affect the BEUC. This will provide the foundation for determining the best policies, regulations, and incentives to achieve the goals of this project.

Phase 2 – Development Opportunities

The development opportunities phase of the project will review best practices from around Ontario along with the ideas of major stakeholders. This phase will utilize a charrette process to refine the vision and goals of the BEUC and visualize redevelopment to 2031.

Phase 3 – Final Recommendation

The recommendation phase will include the preparation of drafts of the secondary plan and the implementing zoning by-law. Staff will work with the Consultant to refine the final documents in keeping with the background research and the comments received from the public and from the major stakeholders. Additional community engagement will take place prior to the statutory public meeting that includes a presentation to Council by the Consultant.

Section 3 Background and Scope of Work - continued

3.2.2 Scope of Work for Phase 1 – Background Analysis

3.2.2.1 Project launch with key stakeholders

The secondary plan update will begin with a public information centre facilitated by the Consultant. This “project launch” exercise will give key stakeholders an opportunity to be formally introduced to the project, the process and invite them to share their interests and ideas for the future of the BEUC. In addition to the Municipality’s objectives, the public information centre will be structured to complement the community engagement exercises being conducted by Lakeridge Health. Individual interviews will also be scheduled with select stakeholders to provide additional time for them to express their ideas.

3.2.2.2 Evaluate current conditions

This activity consists of developing a baseline of projected population and residential units to be developed in the BEUC to 2031 as outlined in the Clarington Official Plan. In addition, a jobs target will be developed based on the overall commercial floor space allocation of the Development Charges Background Study.

Identifying the number of existing and proposed residential units, population, commercial gross floor area and jobs within the study area will be the basis for determining the current density and FSI throughout the BEUC. The analysis of current conditions needs to also include the proposed densities and job creation based on the opportunity offered by the redevelopment of the former Goodyear lands.

3.2.2.3 Perform policy and zoning evaluation

The updated secondary plan will need to conform to all relevant policies (Growth Plan, Durham Regional Official Plan and Clarington Official Plan). The Consultant will provide an evaluation of new policies that must be added to the secondary plan.

Many of the existing secondary plan policies will either need to be revised or eliminated if they are no longer relevant. The evaluation should include a history of the overall success of the existing policies since the last update in 2003.

Municipal Staff will provide a history of official plan amendments, zoning amendments and variances that have occurred within the BEUC.

Section 3 Background and Scope of Work - continued

3.2.2.4 Public realm and active transportation analysis

Constructed over 100 years ago, the layout and design of the Downtown (i.e. short blocks, buildings near the street and facing the street, mix of uses) strongly supports active transportation. However, the post war construction of several buildings and plazas in the East Business District offers a much different experience for pedestrians and cyclists.

The Consultant will begin with a street-level evaluation of the existing public realm and a description of the current character of streetscapes in the BEUC. Analysis should identify opportunities for increased pedestrian and cycling connectivity within the BEUC, to the Bowmanville Creek and the Soper Creek, and out to the surrounding neighbourhoods.

This work will be informed by the Road Network and Hospital Servicing Review that is being prepared for the Municipality by CIMA.

The consultant will also look at the parkette / urban square needs to support the future intensification of the BEUC and the connections to the Bowmanville and Soper Creek valleys.

3.2.2.5 Conduct a municipal servicing, utility and parking analysis

In order to facilitate future development, an estimate will be prepared of the overall capacity of existing municipal infrastructure and utilities for the study area. This will include an assessment of water, sanitary sewer, storm sewer, gas, electricity and broadband services. The estimate will approximate the number of residential units and commercial floor area that can be accommodated by the existing services.

Public parking is particularly important to downtown businesses. It also has a relationship to the quality of the pedestrian experience and community image of the downtown. The demand for more parking in the downtown by merchants can have the effect of removing tax-yielding properties and creating parking deserts that destroy the vitality of the historic downtown. The Consultant will evaluate the current stock of on-street and off-street public parking based on parking counts provided by the Municipality. The Consultant will provide a review of the best practices used by other municipalities to address perceived and real downtown parking needs and recommend parking opportunities. This information will be used to support a cash-in-lieu of parking policy discussion that will be undertaken during the Municipal-wide Zoning By-law review.

Section 3 Background and Scope of Work - continued

3.2.2.6 Sustainable development

The Consultant shall identify and assess sustainable development principles and practices that are appropriate for implementation to move us towards becoming a net zero community. The secondary plan update and draft zoning will consolidate the green development objectives and policies of the Official Plan and will be based on the development criteria created by Priority Green Clarington.

3.2.2.7 Affordable housing

The Official Plan directs that a variety of housing types, tenure and costs for people of all ages, abilities and income groups be provided. To that end, the Clarington Official Plan encourages a minimum of 30% of all new housing built in Urban Areas be affordable.

The secondary plan must reflect this policy and demonstrate how this secondary plan area contributes to meeting the Official Plan's affordable housing target.

3.2.2.8 Identify opportunities / sites for redevelopment

As a key intensification area the review of the BEUC will include recommendations on opportunities for redevelopment at higher densities than exist today. The Consultant will identify properties which are primed for redevelopment based on lot size, existing building condition, etc.

The updated secondary plan and zoning will provide direction for future redevelopment to proceed in a manner that continues to respect the heritage character of the Downtown and uses context-sensitive transition to areas of lower density.

Municipal staff will provide up-to-date heritage mapping to guide this work.

3.2.2.9 Assess the redevelopment potential of three key projects areas

The Consultant will prepare a high-level, preliminary redevelopment assessment of three key project areas:

- The proposed civic precinct in Downtown Bowmanville (including municipal parking lots);
- The neighbourhood surrounding the Lakeridge Health Bowmanville campus; and
- The former Goodyear lands.

This high-level assessment will include:

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- Defining boundaries;
- Inventory of existing properties / buildings;
- Preliminary review of infrastructure constraints; and
- Evaluating connectivity with the adjacent areas.

The Consultant will be expected to meet with staff and consultants for Lakeridge Health Bowmanville to understand and incorporate their needs into the assessment of the surrounding neighbourhood.

3.2.2.10 Public engagement

A variety of different stakeholders will need to be engaged through the update process. We anticipate that the following components would be included:

- Meeting with key stakeholders including members of Council, the Bowmanville BIA, representatives of the former Goodyear lands, representatives of Lakeridge Health, and owners of other prime redevelopment sites;
- Development of website content;
- Public information centres, workshops and charrettes as identified in this RFP; and
- Online engagement as outlined below.

The Municipality will provide content for the online engagement tools available through the “Bang the Table” platform (<http://www.bangthetable.com/engagementhq/engagement-tools/>) which will be provided by the Municipality. The Consultants will recommend appropriate tools from the “Bang the Table” toolkit and include them in their work plan beginning in Phase 1 of the project. The Consultant will be responsible to provide the appropriate content for these tools. In addition to the engagement tools listed above the Consultant is encouraged to propose their own engagement strategies.

The online engagement tools in this phase will address the following topics:

- Intensification and infill;
- Presentation of background material; and
- A business engagement survey to identify the specific interests and concerns of the business community.

3.2.2.11 Perform an opportunities and constraints analysis

Based on the analysis completed for the preceding topic areas an Opportunities and Constraints Analysis will be completed. This will evaluate the conditions that will support or hinder infill and redevelopment within the BEUC. It will also

Section 3 Background and Scope of Work - continued

identify opportunities and constraints for the establishment of a civic centre precinct in the Downtown.

3.2.2.12 Public information centre

A public information centre, facilitated by the Consultant, will be used to wrap-up Phase 1 of the project. It will provide a summary of the information gathered and provide a first look at the concept plan being developed for:

- The proposed civic precinct in Downtown Bowmanville;
- The integration of the Lakeridge Health Bowmanville campus with surrounding lands;
- The former Goodyear lands; and
- Potential sites for redevelopment / intensification.

3.2.3 Deliverables for Phase 1 – Background Analysis

Phase 1 will conclude with two reports.

The Consultant will consolidate and summarize the findings of the various background analysis and the public input into a technical report. The technical report will be the basis for the concept plans prepared in Phase 2.

Technical Report

- Current conditions
- Policy and zoning evaluation
- Public realm and active transportation
- Servicing, utility and parking analysis
- Sustainable development
- Opportunities for redevelopment
- Preliminary development assessment and concept plans for:
 - Civic precinct
 - Lakeridge Health Bowmanville area
 - Former Goodyear lands
 - Potential sites for redevelopment / intensification
- Results of public engagement
- Opportunities and constraints

The second report will provide a condensed, illustrated summary of the technical report, written in plain language that can be used to provide the public with a graphical overview of the background analysis.

Illustrated Summary Handout of the Technical Report

Section 3 Background and Scope of Work - continued

3.2.4 Scope of Work for Phase 2 – Development Opportunities

3.2.4.1 Best practices for traditional downtowns and mixed-use corridors

There are numerous examples of traditional downtowns, of comparable size, throughout Ontario that have reinvented themselves to leverage their strengths to thrive in a new economy. The Consultant will provide best practices from at least three successfully revitalized traditional downtowns. Reviewing best practices of innovation, commercial development, urban design and sustainability will provide guidance for maintaining the vitality of the Downtown district and the future redevelopment of the East Business District.

Each example should include background of the private and public process that contributed to the site's success (i.e. investments in public infrastructure, favourable policy framework or zoning regulations, Municipal incentives, phasing of development, etc.). In addition, list each site's approach to commercial and residential development, urban design, the public realm, and sustainability.

3.2.4.2 Identify the vision and goals

The Consultant will recommend a comprehensive vision and set of goals for the BEUC based on the technical analysis and public input received during Phase 1. Based on the vision and goals, the Consultant will identify development / redevelopment opportunities for the area.

Recommendations should identify the current and achievable employment / residential density and FSI. It should also propose any public realm and sustainability elements that are necessary to support intensification and to transform the BEUC one of the most sustainable downtowns in Ontario. These recommendations will propose a regulatory framework (policies, zoning and other tools) that will become the foundation for the deliverables in Phase 3.

3.2.4.3 Redevelopment opportunities

The Consultant should divide the study area into distinct neighbourhoods and define the character of each. In addition, sites for potential redevelopment should be identified, mapped and described. This includes concept plans for the key areas noted in Section 3.2.2.9 as well as other potential sites for redevelopment / intensification identified by the Consultant.

The Consultant will prepare a 3D digital model of the BEUC illustrating potential commercial redevelopment and intensification by 2031 and 2041.

Section 3 Background and Scope of Work - continued

3.2.4.4 *Online community engagement*

The online content in this phase will include:

- Displaying the proposed concept plans, for each key development area, to generate feedback.

3.2.4.5 *Charrette on the redevelopment concept plan*

A charrette will also be designed and facilitated by the consultant to provide a more in-depth opportunity to engage property owners, developers, agencies, politicians and Municipal staff. Using the technical analysis reports and the concept plans, the charrette will refine / revise the vision, goals and development opportunities for:

- The key development areas identified in 3.2.2.9;
- Potential sites for redevelopment / intensification; and
- Opportunities for parkette development / redevelopment.

This work will focus on high quality urban design and sustainability.

The Consultant should provide images and a 3D model of various built forms that reflect different growth scenarios at two different scales.

On a plan-wide scale the visioning exercise should identify opportunities for new development at higher densities as well as infill and redevelopment.

At street-level the visioning exercise should provide different perspectives of the building and pedestrian interface.

The 3D digital model should illustrate final build-out to 2031 and 2041.

At the conclusion of the charrette process, the Consultant will facilitate a public information centre to share the charrette results with the public and solicit feedback.

3.2.5 Deliverables for Phase 2 – Development Opportunities

The Consultant will also be responsible for preparing two reports. The first report will include:

Technical Report

- Analysis of best practices
- The vision and goals for the BEUC
- Redevelopment opportunities with 3D visualization

Section 3 Background and Scope of Work - continued

- Community engagement summary

The second report will an illustrated handout that graphically summarizes the best practices report and the vision, goals and development opportunities report.

Illustrated Summary Handout of the Technical Report

3.2.6 Scope of Work for Phase 2B – Comprehensive Redevelopment Plan of the Former Goodyear Lands

Prior to any redevelopment of the former Goodyear lands, a comprehensive redevelopment plan shall be prepared and adopted as an amendment to the Bowmanville East Urban Centre Secondary Plan. To offer flexibility or opportunities to advance the redevelopment potential of the former Goodyear lands the Municipality is encouraging the owner of these lands to share in the cost of site specific studies that would inform the secondary plan policies and regulations. The studies needed to effectively evaluate the former Goodyear lands are listed in Attachment 1. Provide a separate costing for the completion of these studies.

Cost Estimate for Additional Studies

3.2.7 Scope of Work for Phase 3 – Final Recommendations

Phase 3 of the project is where the earlier work is combined into a final recommendation.

We expect that the Consultant's proposed work plan will contemplate the review and preparation of these documents starting in Phase 1.

3.2.7.1 Prepare draft documents

Upon the completion of the Background Analysis and Development Opportunities phases, the Consultant will prepare a:

- Draft secondary plan;
- Draft zoning by-law amendment to Zoning By-law 84-63;
- Draft urban design guidelines for the BEUC;
- Draft urban design guidelines for the former Goodyear lands.

The draft secondary plan will offer specific recommendations for the implementation of the concept plans for:

- The key development areas identified in 3.2.2.9;
- Potential sites for redevelopment / intensification; and
- Long term parking in the historic downtown.

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These documents will be presented to staff as part of a working session at the Municipality. The input received from this working session will be used to finalize the draft documents and prepare the final documents.

3.2.7.2 Facilitate a public open house

The draft secondary plan, principals for a zoning by-law and draft urban design guidelines will be presented to the public at the statutory open house facilitated by the Consultant.

3.2.7.3 3D model

The 3D model will be finalized to reflect the draft secondary plan policies.

3.2.7.4 Final report and public meeting

The Consultant will prepare a report to summarize the process, the findings and the conclusions of the secondary plan review exercise. The report will offer a final recommendation of the preferred land use policies and regulations. It will also identify any infrastructure and servicing improvements that are needed or beneficial for the redevelopment of the BEUC.

If Phase 2B is activated for this project then the detailed studies for the former Goodyear lands will also be summarized in the report.

The report will include conceptual 3D images of the potential intensification of the BEUC to 2031 and 2041.

The recommended updates to the secondary plan will include a parking strategy that provides direction on how to achieve the right amount of parking in the downtown without sacrificing opportunities for redevelopment.

A PowerPoint presentation will be made by the Consultant to the Clarington Planning and Development Committee as part of the statutory public meeting.

3.2.8 Deliverables for Phase 3 – Final Recommendations

- Draft secondary plan;
- Draft zoning by-law;
- Draft urban design guidelines for the BEUC;
- Draft urban design guidelines for Special Study Area 3;
- Draft community improvement plan;
- Finalized 3D model;
- Public open house;
- Final project report; and

Section 3 Background and Scope of Work - continued

- PowerPoint presentation to the Planning and Development Committee.

3.3 Project Deliverables – General Requirements

Unless otherwise indicated, all deliverables will be provided by two hard copies (where applicable) and in digital format. Digital submission must be provided in both Word and PDF format and must be AODA accessible. An alternative format of all website content must also be developed that is AODA accessible and can be provided to the public upon request.

The Consultant will be expected to routinely update an online work plan that will be used for tracking the progress of the project.

The proposal should include the proposed table of contents for each of the reports listed in the deliverables sections of each phase.

3.4 Project Management

Municipal Role

The Planning Services Department will manage the project and direct the Consultant to complete the required technical background studies throughout the process culminating in the Secondary Plan, the zoning by-law and other documents as outlined in these Terms of Reference.

The Municipality, together with the selected Consultant, will manage the public participation / communication process.

Steering Committee

A Steering Committee will be established to provide overall guidance to the project and will also provide feedback on the deliverables. The Committee will also ensure the objectives of the project are achieved as per the Terms of Reference. The Committee will be comprised of Clarington staff.

Steering Committee Meetings

The Steering Committee will meet at the beginning of the process to review the final Terms of Reference and work plan with the Consultant.

In addition, the Committee will meet twice for each phase of the project:

- At the mid-point of each phase to evaluate progress towards deliverables under the time frames outlined in the Consultant's work plan;

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- And to review / comment on the draft reports / deliverables provided by the Consultant prior to public release. The Consultant will ensure that all appropriate agencies have reviewed the draft report and that it meets the established methodologies and standards of the respective agencies.

Technical Sub-Committees

Technical sub-committees may be struck on an ad hoc basis to address specific components of the study. These committees will be composed of the lead consultant, Municipal and Regional Staff and relevant agency staff.

The Municipality will provide final direction to the Consultant on any specific issue based on Official Plan Policy and / or the Terms of Reference.

The Planning Services Department will:

- Make arrangements for all meeting venues;
- Provide public notices as required; and
- Arrange meetings with stakeholders.

3.5 Project Schedule and Budget

The schedule for this project will be 12 months from the date the project is awarded through to the presentation of the final report at Clarington Council (March 2018 to March 2019).

The proposal should contain a project budget covering any and all fees and disbursements and represent a proposed total cost to the Municipality for all services required for the completion of the project. The budget should also include the team members fees per phase based on days allocated by activity.

A total budget of \$300,000.00 has been allocated for this project.

The Consultant may recommend additional, value-added services which are complementary to the project scope but not listed in this terms of reference. However, the cost of these additional services must remain separate from the rest of the project budget.

As previously stated, the Municipality has positive discussions with the owner of the Goodyear lands to undertake site specific studies that would inform the secondary plan process and it is likely that they will be willing to fund more detailed studies of these lands. If a cost sharing arrangement cannot be reached with this land owner then the secondary plan process will conclude without this additional information. Therefore, the proposal should include **two separate cost estimates:**

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- One for the update of the BEUC Secondary Plan with general concept plan for the Goodyear site on the basis of available information (budget = \$300,000); and
- One for the detailed studies of the former Goodyear lands that could better inform the Secondary Plan (no set budget).

3.6 Available Background Documents

The information listed below will be made available to the successful Consultant in digital format.

- Existing Clarington Official Plan
- Existing Bowmanville East Urban Centre Secondary Plan
- Bowmanville East Main Central Area Background Study (1992)
- Bowmanville King Street East Corridor Study (2003)
- Bowmanville Downtown Community Improvement Plan Update (2017)
- Commercial Market Analysis (urbanMetrics, 2012)
- Clarington Development Charges Background Study (Hemson, June 2015)
- Clarington Heritage Mapping
- Clarington Transportation Master Plan
- Road Network and Hospital Servicing Review (CIMA, proposed 2018)
- Scugog/King Street intersection improvements (CIMA 2017)
- Lakeridge Health Bowmanville Concept Plan
- Downtown Bowmanville Parking Study
- Priority Green Clarington – Green Development Standards Study
- Data bases/GIS and 3D drawings

Other information that can be obtained online:

- Provincial Growth Plan
- Provincial Policy Statement
- Durham Regional Official Plan
- Durham Regional Transportation Master Plan

Section 3 Background and Scope of Work - continued

Attachment 1 – Comprehensive Redevelopment Plan of the Former Goodyear Lands

Provide a separate costing for the completion of these studies.

- Phase 2 Environmental Site Assessment
To confirm contamination.
- Phase 3 Environmental Site Assessment
To delineate and quantify what must be remediated.
- Environmental Impact Study
To determine the potential for development to adversely impact environmentally significant and sensitive areas, and natural heritage features and provide recommended mitigation.
- Bowmanville Creek and Goodyear Dam Implications Analysis
To identify the financial and liability costs to the Municipality of assuming ownership of the natural hazard lands containing these features.
- Transportation Impact Study
To provide an assessment of transportation impacts and determine if infrastructure improvements, service upgrades and mitigation measures are required. The study should include an analysis of all modes of transportation such as cycling, walking, and transit.
- Functional Servicing Report
To evaluate the impacts of a proposed development on Regional and Municipal servicing infrastructure and utilities.
- Heritage Impact Assessment
To evaluate the architectural and cultural heritage of the existing buildings.
- Structural Assessment
To evaluate the safety and potential reuse of the existing buildings.
- Planning Rationale Report and Redevelopment Plan
To provide an overall planning framework, and a clear understanding of the different components of the proposal. The Planning Rationale Report also brings together the analysis and conclusions of the other reports supporting the application.

The end result of the reports and studies listed above will be a redevelopment plan that the property owner can follow in proposing a compact, mixed-use neighbourhood.

Section 3 Background and Scope of Work - continued

Attachment 2 – Priority Green Development Framework

The Sustainability Plan and Green Development Standards will demonstrate how, at a minimum, the criteria for Secondary Plans established in the Priority Green Clarington Development Framework and Implementation Plan are addressed, and how the Secondary Plan can support moving towards net zero communities that are resilient to the potential impacts of climate change.

The four themes that represent the core elements of a sustainable community and are addressed by the Priority Green Clarington – Green Development Framework and Implementation Plan are:

Built Environment

The built environment is the constructed physical environment in which we live, work and play each day. It considers the design and layout of a neighbourhood, including land use mix and diversity, and the interaction of the buildings, road systems and other infrastructure that we encounter.

Mobility

Mobility is about reducing vehicle dependency and offering choices for residents to travel in to, out of and through neighbourhoods each day. It speaks to facilitating active transportation in order to reduce pressure on Clarington's transportation network and reduce emissions from entering the environment, while contributing to human health and well-being.

Natural Environment & Open Space

This theme seeks to protect and enhance ecologically significant components of Clarington's natural heritage system, to encourage design that works with natural conditions and gains benefit from the environmental, economic and social benefits of the natural landscape, and promotes linkages to a diverse range of open spaces, parks and recreation facilities.

Infrastructure & Buildings

Green neighbourhoods strive to use resources more efficiently, leading to potential cost savings. This theme identifies means to maximize energy and water conservation, minimize the consumption of resources, and contribute to climate change mitigation and adaptation.

Section 4 – Evaluation Criteria and Selection Process

4.1 Mandatory Items

All Proposals will be reviewed by a Purchasing Representative to ensure compliance of mandatory conditions. Any Proposal not meeting all of the mandatory conditions noted in Article 2.3 will be rejected. The mandatory submission requirements must be met before Proposals will proceed to the Rated Evaluation Stage. Failure to comply with these mandatory provisions disqualifies the Proposal from further consideration.

4.2 Methodology

Submissions received will be evaluated in three (3) phases:

Phase 1 – Pre-qualification of the submissions:

Phase 1 of the RFP requires that the Proponents respond to the Form of Proposal section requesting Proponent information and specific responses regarding the Planning Services that are being proposed. Proponents with compliant submissions and with a solution and service which are deemed, at the sole discretion of the Municipality, to meet the needs of the Municipality may be selected to participate in Phase 2 of this Request for Proposal call. Note: Only Proponents whose submission scores 80% or greater in Phase 1 will be eligible to move to Phase 2 of evaluation process.

Phase 2 – Invitation to Pre-qualified Proponents (2) (if required)

Short listed Proponents may be invited to participate in Phase 2 of this Proposal Call. Each short listed Proponent may be requested to provide a presentation of their Proposal at the Municipality's site. The Proponent's demonstration team should include the individual named in the Proponent's submission as being the Proponent's proposed project manager and any others who are impactful in the delivery of the Project. The purpose of the demonstration is to confirm that the proposed solution is capable of meeting the Municipality's requirements as identified in the Proponent's submission. At the demonstration the Proponent will be required to demonstrate its compliance with specific technical and functional requirements and answer questions regarding the proposed solution. In the event that demonstration fails to demonstrate that the solution is capable of meeting the requirements as identified in the Proponent's Submission, the Municipality reserves the right at its sole and absolute discretion to remove the submission from further consideration for award or to adjust the scoring of rated Criteria in Phase 1.

Section 4 Evaluation Criteria and Selection Process - continued

Phase 3 – Pricing Evaluation

The Pricing envelopes will only be opened for those Proponents who have met the passing threshold as noted for both previous Phases. The award will be made to the Proponent with the lowest overall cost who has made it to Phase 3 of the evaluation process.

4.3 Selection Process

Proposals deemed compliant will be evaluated further based on the evaluation criteria described in Section 4.3 – Evaluation Criteria and Points Summary.

A Selection Committee consisting of the Municipal Staff, or their representatives, will evaluate the Proposals. Subject to the Municipality's reserved rights as set out herein and fulfillment of any other conditions, the Proponent who has met the passing threshold for Phase 1 and Phase 2 and has the lowest overall cost will be the Selected Proponent.

The Municipality reserves the right to seek from any or all Proponents:

- clarification;
- supplementary information; and
- to request the Proponent to exhibit or otherwise demonstrate the information contained therein after the Proposal Submission Deadline.

The Response received by the Municipality from a Proponent shall, if accepted by the Municipality, form an integral part of that Proponent's Proposal. The Municipality reserves the right to interview any or all Proponents to obtain information about or clarification of to further evaluate their Proposals. In the event that the Municipality receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the Municipality to be inaccurate, incomplete or misleading the Municipality reserves the right to revisit the Proponent's compliance with the mandatory requirements and/or adjust the scoring of rated criteria in Phase 1.

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

Section 4 Evaluation Criteria and Selection Process - continued

4.4 Evaluation Criteria and Points Summary

Proponent's proposals will be evaluated based on the following criteria:

a) Compliance with Mandatory Requirements (Pass / Fail)

If the submission fails the Mandatory Submission requirements noted in Article 2.3, the proposal will be rejected and the Technical Proposal and Pricing envelopes will not be reviewed.

Phase 1 - Pre-qualification of the Goods and Services and Vendor

b) Qualifications and Experience of the Project Team (Maximum 98 points)

- Demonstrated experience of the team members in land use planning and the preparation of Secondary Plans.
- Demonstrated experience of the team members with downtown redevelopment and intensification secondary plans, of similar scale, within the past ten years.
- Demonstrated experience of the team members with the creation of civic precinct / campus master plans, of similar size, within the past ten years.
- Demonstrated experience of the team members with land use planning around major institutional uses, of similar size to the Bowmanville hospital site, within the past ten years.
- Demonstrated experience of the team members with planning for brownfield redevelopment sites, of similar size to the former Goodyear lands, within the past ten years.
- Provide examples that demonstrate the team's experience in facilitating public engagement.
- Provide examples that demonstrate the team's experience with creating and managing online engagement tools.
- Provide a team organization chart.
- Previous experience of the team members working together on other projects.
- Demonstrated experience of the team lead in serving as a project manager.

Section 4 Evaluation Criteria and Selection Process - continued

c) Understanding of the Project and the Approach for the Overall Secondary Plan (Maximum 44 points)

- Demonstrated understanding of the project, the objectives, and the desired outcome.
- Clearly define the intended approach.
- Explain how the team will complete the scope of the project.
- Provide a comprehensive public engagement work plan.
- Demonstrate the team's ability carry out all aspects of the project.
 1. All deliverables identified; and
 2. Work activities clearly explained.
- All assumptions and interpretations were identified.
- Creativity, uniqueness and/or innovation demonstrated within the proposal.

d) Understanding of the Project and the Approach for the Former Goodyear Lands (Maximum 22 points)

- Demonstrated understanding of the project, the objectives, and the desired outcome.
- Clearly define the intended approach.
- Explain how the team will complete the scope of the project.
- Provide a comprehensive public engagement work plan.
- Demonstrate the team's ability carry out all aspects of the project.
 1. All deliverables identified; and
 2. Work activities clearly explained.
- All assumptions and interpretations were identified.
- Creativity, uniqueness and/or innovation demonstrated within the proposal.

e) Work Plan and Deliverables (Maximum 16 points)

- Provide a Gantt chart showing the timing and milestone dates for each stage.
- The work plan (as reflected by the Gantt chart) must provide sufficient flexibility in task scheduling for the project to be completed on-time.
- Provide a time allocation chart that clearly identifies responsibilities and time commitments of each of the team members broken down by the tasks in each Phase of the project.
- Is the time allocated to each task appropriate for the scope of the project?

Section 4 Evaluation Criteria and Selection Process - continued

f) Identification of accessibility design, features and criteria (Maximum 4 points)

- A description of any accessibility design, features and/or criteria associated with the goods, services or reports. i.e. meetings, reports, etc.
- A description of any additional information related to the Proponent and how accessibility is addressed by your organization i.e. accessibility policy, compliance to AODA, organizational support for people with disabilities.

g) Quality of Submission (Maximum 16 points)

- Completeness / comprehensiveness of the submission.
- Ease of understanding and locating information within the submission.

h) References (Minimum of 3) Pass / Fail

- Was the reference satisfied with the quality of services received?
- Did the Proponent demonstrate dependability and consistency?
- Were deadlines met?
- Was there a good working rapport?
- Has or would the reference retain the services of the Proponent in the future?

Only those meeting the minimum threshold of 80% in Phase 1 will move to Phase 2.

Phase 2 – Presentation and Demonstration (Pass / Fail)

Proponent(s) scoring 80% or greater on Phase 1 may be invited for a presentation of their proposal and/or a demonstration of the proposed solution.

The presentation/demonstration provides the Proponent(s) with an opportunity to discuss how their Proposal meets or exceeds the requirements in terms of deliverables, functional and technical requirements as detailed in this RFP.

The Presentation should demonstrate:

- Validation of the Company's understanding of the Scope of Work / specifications;
- Details on the Proposal's value added components.
- Ability to communicate clearly and concisely;

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Section 4 Evaluation Criteria and Selection Process - continued

- Team Compatibility
- Clear expression of proposed methodology and management approach;
- Consistency with written proposal;
- Appropriate response to questions during presentation.

Proponents will not be permitted to add to or alter their Proposals through the presentation process. Instructions will be provided in advance to those Proponents selected for a presentation.

Short-listed Proponents invited to provide a presentation to the Evaluation Committee may be required to provide additional information and/or answer specific pre-established questions for evaluation purposes. As a result of the presentation the Municipality reserves the right to revisit the Proponent's compliance with the RFP requirements and/or adjust the scoring of the rated criteria.

The Presentation will be scored based on the following:

i) Interview (Maximum 66 points)

- The presentation was clear and concise.
- The presenter(s) was engaging and animated.
- The presentation expressed content in plain language.
- Visuals effectively communicated messages.
- Presenter(s) provided clear answers to questions.
- Quality contributions were provided by team members other than the team lead / project manager.

Phase 3 – Pricing (Envelope 2)

Only Proponents who have scored 80% or higher in Phase 1 and Phase 2 will move onto Phase 3 and their pricing envelope will be opened.

Pricing

The price associated with the Work as noted in Appendix 'A' – Section 1.0 – Pricing will be compared to each subsequent price associated with the Work. The following will be taken into consideration:

- Total all-inclusive project price (refer to Article 2.4) to the Municipality for the project as outlined in the scope of work; and
- The per-diem rate(s) provided

Section 4 Evaluation Criteria and Selection Process - continued

The contract will be awarded to the Proposal with the lowest overall total cost.

4.5 Total Score and Choice of Selected Proponent

The Selected Proponent will be the Proponent who has met the passing threshold for both Phase 1 and Phase 2 and has the lowest overall cost. Subject to positive reference checks, the expressed and implied reserved rights of the Municipality and Council approval, the Selected Proponent may be invited to enter into an Agreement in accordance with the Terms and Conditions of Section 5 and all other terms and conditions of RFP 2018-3 and the Proponent's accepted Proposal.

4.6 Negotiations

The Municipality may negotiate with the Selected Proponent regarding revisions to non-material Terms and Conditions which will not impact the Work. The option of whether or not to negotiate rests solely with the Municipality. The Selected Proponent will be responsible for any of their own expenses incurred to attend any such negotiations.

No liability shall accrue to the Municipality for its decision in this regard.

4.7 Award

The Municipality reserves the right, in its sole and unfettered discretion, to:

- Issue an Award to one or multiple Proponents for this Work in whole or in part; or
- Refrain from making an Award if it determines that to be in its best interest; or
- Not make an award to any Proponent, if it is determined by the Municipality that the costs of completing the Work exceed budgetary constraints.

The Municipality may make an Award on the basis of the Proposals received without discussion. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation as listed in this RFP.

The successful Proponent shall execute the Agreement in the form of Section 5 – Agreement Terms and Conditions to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15 days) of notice of selection. This provision is solely to the benefit of the Municipality and may be waived by the Municipality at its sole discretion.

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Section 4 Evaluation Criteria and Selection Process - continued

A Proponent who submits conditions, options, variations or contingent statements to the terms set out in the RFP (which includes all Appendices and Addenda), either as part of its Proposal or after receiving notice of selection, may be disqualified.

The successful Proponent(s) will be notified of the Award in writing to the address given on the “Form of Proposal”, and may be contacted verbally by the Municipality’s Contact Person.

In addition to all of the Municipality’s other remedies, if a successful Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Municipality may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent.

The award of this RFP is subject to the availability of finances and the review and approval by Council or designate as required. Any of these parties may elect not to approve the award of this RFP for any reason. If the required approvals are not obtained, this RFP may be cancelled. If this RFP is cancelled the Proponent agrees to waive any right to claim in damages or cost recoveries whatsoever against the Municipality, its Elected Officials, employees and authorized agents.

No liability shall accrue to the Municipality for its decision in this regard.

4.8 Reserved Rights of the Municipality

The Municipality reserves the right to:

- a) Make public the names of any or all Proponents.
- b) Evaluate the financial stability and capacity of all, some or one of the Proponents at any point prior to Contract award.
- c) Request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent’s response to that request for clarification into the Proponent’s Proposal.
- d) Adjust a Proponent’s scoring or reject a Proponent’s Proposal on the basis of:
 - i. A financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the delivery of the required Work.
 - ii. Information provided by references.
 - iii. The Proponent’s past performance on previous contracts award by the Municipality.

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- iv. The information provided by a Proponent pursuant to the Municipality exercising its clarification rights under this RFP process.
- v. Other relevant information that arises during the RFP process.
- e) Waive formalities and accept Proposals which substantially comply with the requirements of this RFP.
- f) Verify with any Proponent or with a Third Party any information set out in a Proposal.
- g) Check reference other than those provided by any Proponent.
- h) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications.
- i) Disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP.
- j) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- k) Select the Proponent other than the Proponent whose Proposal reflects the lowest cost to the Municipality or the highest overall score.
- l) Cancel this RFP process at any stage.
- m) Cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables.
- n) Accept or reject any or all Proposals in whole or in part.
- o) Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal.
- p) If a single Proposal is received, reject the Proposal of the sole Proponent and cancel this RFP process or enter into direct negotiations with the sole Proponent.
- q) Lowest cost or highest scoring of any Proposal will not necessarily be accepted.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

The Municipality may reject any Proposal that:

- Is incomplete, obscure, or does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.
- May cause or have the potential to cause a Conflict of Interest.

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- Does not comply with all applicable Municipal, Provincial, and Federal laws, codes, and regulations, which may be applicable to the Work performed subsequent to the RFP.
- Is restricted or qualified by a statement added to the “Form of Proposal” or by a covering letter, or by alterations to the “Form of Proposal” supplied.

The Municipality may waive minor informalities that:

- Do not affect responsiveness.
- Are merely a matter of format.
- Do not change the relative standing or otherwise prejudice other Proposals.
- Do not change the meaning or scope of the RFP.
- Are trivial, negligible, or immaterial in nature.
- Do not reflect a material change in the Work.
- Do not constitute a substantial reservation against a requirement or provision.

The Municipality shall not be liable for any expenses, costs or losses suffered by any Proponent or any Third Party resulting from the Municipality exercising any of its express or implied rights under this RFP.

4.9 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Proponent shall ensure that all its employees, agents, volunteers, or others for whom the Proponent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulations 429/07 (the “Regulation”) made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the “Act”). The Proponent ensure that such training includes, without limitation, a review of the purposes of the Act and requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Proponent shall submit to the Municipality, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its program, together with a record of the dates on which training was provided and a list of employees, agents, volunteers or others who received such training. The Municipality reserves the right to require the Proponent to amend its training policies to meet the requirements of the Act and the Regulation.

Section 5 - Agreement Terms and Conditions

5.1 Agreement

Where required based on the scope of work, the Consultant / Company will enter into an Agreement with the Municipality. This RFP, including Section 4, its Appendices and addenda, and the Consultant's / Company's Proposal shall form the Agreement resulting from this RFP. This Agreement constitutes the entire understanding between the parties regarding the goods and services (Work) to be purchased hereunder. In case of any conflict between this Contract and any prior agreements or other documents on the same subject, the order of precedence of the Contract documents shall be:

- The signed Purchase Order
- The addenda to the RFP
- The RFP and its Appendices; and
- The Consultant's / Company's Proposal

Should a dispute arise from the terms and conditions of any part of the RFP, regarding, meaning, intent or ambiguity, the decision of the Municipality shall be final.

5.2 Non-Disclosure and Conflict of Interest Agreement

The Consultant / Company acknowledges that they will acquire information about certain matters and things which are confidential to the Municipality and which information is the exclusive property of the Municipality.

The Consultant / Company agrees that neither they, nor their employees, agents or contractors shall divulge information communicated to them or acquired by them or disclosed by the Municipality, its employees, agents or contractors in the course of carrying out the services required to be provided herein, without the prior written consent of the Municipality. Furthermore, the Consultant / Company shall not use, at any time during the term of this agreement, or thereafter, any of the information acquired by the Consultant / Company during the course of carrying out the services provided herein for any purposes other than the purposes authorized in writing by the Municipality.

The Consultant / Company shall maintain proper records of all costs and Services performed during the performance of this Agreement and for a period of not less than three (3) years following the completion of the Services. Such records shall be made available to the Municipality upon written notice, for the Municipality or its agents to examine and audit. Personal information received and maintained as a result of this Agreement will be handled in accordance with the Municipal Freedom of Information Act and Protection of Privacy Act.

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Section 5 – Agreement Terms and Conditions - continued

5.3 Obligation and Authorization to Proceed

The Municipality's obligation commences when the Agreement has been fully executed, or a Purchase Order issued as appropriate. The Municipality will not be responsible for any work done by the Consultant / Company, even work done in good faith, if it occurs prior to the start date set in the Agreement or Purchase Order.

Upon written notice to the Consultant / Company, the Municipality may set a different start date for the Work. This change will be contingent upon the Consultant / Company being advised of the revised start date prior to the original start date, or the Municipality and the Consultant / Company mutually agreeing to a different start date.

5.4 Exclusivity of Contract

The Agreement executed with the Consultant / Company will not be an exclusive Contract for the provision of the described deliverables. The Municipality at its sole discretion may contract with others for the same or similar deliverables to those described in this RFP or may obtain the same or similar deliverables internally. Proponents, by the submission of their Proposal, agree to these Terms.

No liability shall accrue to the Municipality for its decision in this regard.

5.5 Insurance Requirements

The Consultant / Company shall continuously maintain throughout the term of the Contract and pay for the following insurance coverage:

- Professional Liability or Errors and Omission Insurance in an amount of not less than two million dollars (\$2,000,000.00) per claim.

The policies shall include the Municipality of Clarington as an additional insured in respect of all operations performed by or on behalf of the Consultant / Company in relation to the Contract requirements and be endorse to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

The Consultant / Company shall provide an updated Certificate of Insurance on the Municipality's standard form, or on a form acceptable to the Municipality, by no later than fifteen (15) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance is due to expire within thirty days, the Consultant / Company shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Municipality.

Failure to provide the required insurance certificates within ten (10) business days of the Municipality's written request and continuously maintain the required insurance coverage throughout the entire term of the Contract will constitute a default by the Consultant /

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Section 5 – Agreement Terms and Conditions - continued

Company. **Evidence of the required coverage shall be provided prior to the Contract execution.**

5.6 Workplace Safety & Insurance Board (WSIB) Requirements

All Companies that employ workers, including a Company's personnel and owners must be covered by an insurance plan under the Workplace Safety and Insurance Act, 1997. Upon award of a Contract, prior to the commencement of the Work or upon a request by the Municipality, the Company must supply to the Municipality:

A valid Clearance Certificate (for Schedule 1 employers) or a letter of Good Standing (for Schedule 2 employers) indicating the Company has an active account with WSIB in good standing; or,

Alternatively, where appropriate, a letter from WSIB stating the Company is not required to register with WSIB; or

A letter that confirms the Company falls under a "By-Application" industry, where WSIB confirm a Company (the employs workers) is exempt from coverage based on their business activity.

Prior to final payment, a Clearance Certificate must be received by the Municipality indicating all payments by the Company to the Board in conjunction with the subject Contract have been made and that the Municipality will not be liable to the Board for future payments in connection with Company's fulfillment of the Contract. Further WSIB Certificates of Clearance or other types of certificates shall be provided upon request.

For Independent Contractors / Owners / Operators:

For Independent Contractors / Owners / Operators, a letter along with an identification number from WSIB verifying their status as an "Independent Operator" must be provided to the Municipality. To obtain this, contractors must complete the form "Determining Worker / Independent Operator Status", issued by the Workplace Safety and Insurance Board. (For more information, please contact your local Workplace Safety and Insurance Board Office and refer to this clause.)

Single Independent Contractors / Owners / Operators, where required by the Municipality, must also carry optional WSIB insurance coverage and must also provide a clearance certificate from WSIB verifying they have purchased the optional WSIB coverage, and indicating the Company has an active account with WSIB in good standing.

5.7 Pricing Provisions

Pricing is to be submitted in accordance with the Pricing Section (refer to Article 2.04 and 4.03) and the Form of Proposal.

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Section 5 – Agreement Terms and Conditions - continued

5.8 Payment Procedures

Payment of invoices shall be within thirty (30) days of receipt of an invoice. Original hardcopy invoices must be delivered or mailed to the Attention: Purchasing Services, Municipality of Clarington 40 Temperance Street, Bowmanville, Ontario L1C 3A6. Invoices must provide the Purchase Order number, complete description of goods/services, contact name and location of the requesting department, the date in which the goods/services were picked up or delivered, HST registration number and complete prices in accordance with the Contract provisions.

Failure to submit an invoice with the correct information may result in payment delays.

The invoice date must not pre-date the date in which the goods were delivered, services rendered, or Work approved by the Project Manager or designate.

Payments made hereunder, including final payment shall not relieve the Consultant / Company from its obligations or liabilities under the Contract.

Acceptance by the Consultant / Company of the final payment shall constitute a waiver of claims by the Consultant / Company against the Municipality, except those previously made in writing in accordance with the Contract and still unsettled.

The Municipality shall have the right to withhold from any sum otherwise payable to the Consultant / Company such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of the same.

The Consultant / Company shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the Work. The Municipality shall have the right at any time to require satisfactory evidence that the Work in respect of which any payment has been made or is to be made by the Municipality is free and clear of mechanics' or other liens, attachments, claims and demands, charges or other encumbrances.

5.9 Experience

Throughout the Contract Term, in performing the Work, Consultant(s) / Company(s) and named subcontractors are to each have and, if requested, be able to provide conclusive proof of acceptable qualifications, certifications and related business experience as detailed in the Scope of Work. The assessment of acceptable qualifications and related business experience will be based on a range of measures including as appropriate professional and technical qualifications and competence of the firm and all staff performing the work, the firm's financial resources, the equipment and other facilities available to provide the services, managerial capability, reliability, experience and reputation, personnel available, the firm's legal capacity to enter into contract, their solvency and any outstanding litigation, their good standing regarding the payment of

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taxes and any history of false representation regarding qualifications and related experience.

The Municipality reserves the right in its sole discretion to cancel the award of the Contract if the Consultant / Company, or any of their subcontractors, are deemed to be unsuitable by the Municipality.

5.10 Subcontracting

Where allowed under **Section 1 of the RFP**, all proposed subcontractors must possess the required qualifications, experience and valid licenses. The Municipality reserves the right in its sole discretion to cancel the Contract if any named subcontractor(s) is/are deemed to be unsuitable by the Municipality, do not possess a valid license or has/have an unsatisfactory health and safety record. Consultant / Company using subcontractors shall be responsible for quality of work and restoration of substandard work performed by subcontractors.

The Consultant / Company shall be responsible to the Municipality to guarantee that each subcontractor hired by the Company carries the required amount of Insurance subject to the inclusive limits as noted in this document. The Consultant / Company shall obtain for the benefit of the Municipality, as required, certificates of insurance from each subcontractor. Each certificate of insurance is to be sent to and approved by the Municipality prior to the subcontractor commencing the Work.

5.11 Health and Safety

Consultant / Company shall acknowledge and fully comply with all governing regulations related to employee health and safety and all provisions, as well as the Municipality's Health and Safety Workplace Policy (copy available upon request) and the following requirements listed under this clause if awarded a Contract.

The Consultant / Company shall keep employees and subcontractors informed of such regulations.

The Consultant / Company shall fully indemnify and save harmless the Municipality from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality if the Municipality or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act as a result of any violation of the Act by the Consultant / Company.

5.12 Inspection Modification and Correction – Reimbursement for Unacceptable Deliverables

The Consultant / Company is responsible for the completion of all work set out in the Agreement. All work is subject to review, evaluation, and approval by the Municipality's

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Project Manager. The Municipality may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Agreement. Should the Municipality's Project Manager determine that corrections or modifications are necessary in order to accomplish this intent; the Municipality's Project Manager may direct the Consultant / Company to make such changes. The Consultant / Company will not unreasonably withhold such changes.

Substantial failure of the Consultant / Company to perform the terms identified in the Agreement may cause the Municipality to terminate the Contract. In this event, the Municipality may require the Consultant / Company to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

5.13 Severability

If any provision of the Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provision will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

5.14 Surety Requirements

Not applicable for this Work.

5.15 Right to Inspect Place of Business

At reasonable times, the Municipality may inspect those areas of the Consultant's / Company's place of business that are related to the performance of the Contract. If the Municipality makes such an inspection, the Consultant / Company must provide reasonable assistance.

5.16 Assignment and Subcontracting

The Consultant / Company may not assign or subcontract this Agreement or any portion thereof without the prior consent in writing of the Municipality. Subcontracting Agreements made by the Consultant / Company will not release the Consultant / Company from any obligation to the Municipality with respect to the performance of the Work. A written statement from an office of the proposed subcontractor(s) must be provided, indicating a willingness to comply with the terms and conditions proposed by the Consultant / Company.

5.17 Contract Personnel

Any change of the team members named in the Proposal must be approved, in advance and in writing, by the Municipality's Project Manager. Personnel changes that are not

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approved by the Municipality may be grounds for the Municipality to terminate the Contract.

5.18 Contract Changes – Additional Work

No claims for additional Work will be entertained unless authorized in writing, by the Municipality, prior the Consultant / Company proceeding with the extra Work. By signing an Agreement with the Municipality the Consultant / Company accepts all responsibility for the Work being on budget and on time. The Municipality may in writing at any time after the execution of the Agreement or the commencement of the Work delete, extend, increase, vary or otherwise alter the Work forming the subject of the Agreement.

The Consultant / Company will not commence additional work until the Municipality's Project Manager has secured any required Municipality approvals necessary for the amendment and issued a written Contract amendment, approved by the Municipality's Purchasing Division.

5.19 Suspension or Termination

Suspension

The Municipality may at any time by notice in writing to the Consultant / Company suspend the Work or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant / Company shall perform no further Work other than those reasonably necessary to close out the Work. In such an event, the Consultant / Company shall be entitled to payment in accordance with the Agreement for any of the Consultant's / Company's staff employed directly thereon together with such expenses and disbursements allowed or other negotiated settlement. The Municipality shall not be liable to the Consultant / Company for loss of anticipated profit, interest lost or any other damages or loss occasioned to the Consultant / Company on the suspended portion or portions of the Work.

Any suspension of the Agreement by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.

If the Municipality suspends the Agreement, it is entitled to withhold any further payments to the Consultant / Company until the resumption of the Work.

The resumption and completion of the Work after a suspension shall be governed by the schedule established by the Municipality

Termination

The Municipality may at any time by providing notice in writing to the Consultant / Company / Contractor terminate for breach of contract the Services or any portion thereof at any stage of the undertaking. In the event of a termination for breach, the Contractor shall not be entitled to any further payment under this Agreement.

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Upon receipt of such notice as set out above, the Consultant / Company shall perform no further Work / Services other than those reasonably necessary to out the Work / Services. The Municipality shall not be liable to the Consultant / Company for loss of anticipated profit, interest lost or any other damages or loss occasioned to the Consultant / Company on the terminated portion or portions of the Work / Services.

If the Consultant / Company is practicing as an individual and dies before his Work / Services have been completed, this Agreement shall terminate as of the date of his death, and the Municipality shall pay for the Work / Services rendered and disbursement incurred by the Consultant / Company to the date of such termination.

If the Consultant / Company commits an act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Consultant / Company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may terminate the Agreement without notice.

Any termination of the Agreement by the Municipality, as aforesaid shall be without prejudice to any other rights or remedies the Municipality may have.

If the Municipality terminates the Agreement, it is entitled to:

- a) Take possession of all of the Work / Services in progress and complete the Work / Services by whatever means the Municipality may deem appropriate under the circumstances;
- b) Withhold any further payments to the Consultant / Company until the completion of the Work / Services; and
- c) Recover from the Consultant / Company loss, damage and expense incurred by the Municipality by reason of the Consultant's / Company's default (which may be deducted from any monies due or becoming due to the Consultant / Company, or added to any balance to be paid by the Consultant / Company to the Municipality).

5.20 Staff and Methods

The Consultant / Company shall perform the Work under this Agreement with that degree of care, skill and diligence normally provided in the performance of such Work as contemplated by the Agreement at the time such Work is rendered. The Consultant / Company shall employ only competent staff who will be under the supervision of a senior member of the Consultant's / Company's staff.

5.21 Drawings and Documents

Drawings and documents or copies thereof required for the Work shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant / Company for the Municipality, including record drawings, may be used by the

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Municipality, for the Work, and herein described. The Municipality has ownership of the drawings. The Consultant / Company shall be entitled to retain a copy of all documents and drawings produced or gathered for the Work.

5.22 Intellectual Property

The Municipality shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material deliverable under this Agreement. The Consultant / Company warrants that all creators of copyrightable material delivered under this Agreement to the Municipality are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant / Company, and that such creation is within the course and scope of the creator's employment.

All concepts, products or processes produced by or resulting from the Work rendered by the Consultant / Company in connection with the Work, or which are otherwise developed or first reduced to practice by the Consultant / Company in the performance of his Work, and which are patentable, capable of trademark, copyright or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant / Company.

The Municipality shall have permanent non-exclusive royalty-free license to sue any concept, product or process, which is patentable, capable of trademark, copyright or otherwise produced by or resulting from the Work rendered by the Consultant / Company in connection with the Work and for no other purpose or project.

The Consultant / Company shall pay all royalties and patent license fees for any patented, copyright protected, or other proprietary concepts, products or processes it requires to provide the Work. If the concepts, products or processes produced by or resulting from the Work rendered or any part thereof are in any action or proceeding held to constitute an infringement, the Consultant / Company shall forthwith either secure for the Municipality the right to continue using the patented, copyright protected, or other proprietary concepts, products or processes or shall at the Consultant / Company's expense, replace the infringing items with non-infringing items or modify them so that the concepts, products or processes produced by or resulting from the Work rendered or any thereof no longer infringe.

5.23 Records and Audit

- 1) In order to provide data for the calculation of fees on a time basis, the Consultant / Company shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Work.
- 2) The Municipality may inspect and audit the books, payrolls, accounts and records of the Consultant / Company during regular office hours with respect to any item which the Municipality is required to pay on a time scale or disbursement basis as a result of this Agreement.

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- 3) The Consultant / Company, when requested by the Municipality, shall provide copies of receipts with respect to any disbursement for which the Consultant / Company claims payment under this Agreement.

5.24 Indemnification

- 1) The Consultant / Company hereby acknowledge that the remuneration for the Work is provided for under the Consultant / Company Agreement.
- 2) The Consultant / Company hereby acknowledges and agrees that it shall be solely responsible and liable to the Municipality for any breach of the confidentiality obligations herein by any person to whom access to the Confidential Information was provided.
- 3) The Consultant / Company hereby irrevocably and unconditionally release the Municipality and its members of Council, officers, employees and agents from any claims the Consultant / Company may have against the Municipality for any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of actions, or direct, indirect, general, special, incident or consequential damages suffered or incurred by the Consultant / Company (including claims of third parties made through the Consultant / Company) arising from
 - a) Any negligence or wilful misconduct in the performance of the Work; and/or
 - b) The disclosure of Confidential Information or use thereof by the Consultant / Company.
- 4) The Consultant / Company shall defend, indemnify and save harmless the Municipality and its members of Council, officers, employees and agents against any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of action, or direct, indirect, general, special, incidental or consequential damages suffered or incurred by the Municipality (including claims made by third parties against the Municipality) as a result of a breach of term or provision of this Agreement by the Consultant / Company or otherwise, under any theory of liability, except to the extent those resulting from the negligence or wilful misconduct of the Municipality or those for whom it is in law responsible.
- 5) The Consultant / Company covenants and agrees that they will take any and all action and will do and provide the Work herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent Local Government, board, commission, department or officer (“Compliance Requirements”) and hereby indemnifies and holds harmless the Municipality from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or

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administrative costs incurred by the Municipality relating to any failure of the Consultant / Company, their employees, agents or contractors to comply with any Compliance Requirements.

5.25 Publication

The Consultant / Company shall obtain the consent in writing of the Municipality before publishing or issuing any information regarding the Work.

5.26 Confidential Data / Information

The Consultant / Company acknowledges that they will acquire information about certain matters and things which are confidential to the Municipality and which information is the exclusive property of the Municipality.

The Consultant / Company agrees that neither they, nor their employees, agents or contractors shall divulge information communicated to them or acquired by them or disclosed by the Municipality, its employees, agents or contractors in the course of carrying out the Work required to be provided herein, without the prior written consent of the Municipality. Furthermore, the Consultant / Company shall not use, at any time during the term of this Agreement, or thereafter, any of the information acquired by the Consultant / Company during the course of carrying out the Work provided herein for any purposes other than the purposes authorized in writing by the Municipality.

The Consultant / Company shall collect, use, disclose, retain and dispose of Personal Information only in accordance with applicable law including the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F-31 (“FIPPA”), the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M-56 (“MFIPPA”), and the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5 (“PIPEDA”) respectively, as amended.

5.27 Dispute Resolution

The Parties shall use their best efforts to settle amicably and timely any disputes arising out of or in connection with this Agreement or the interpretation thereof in accordance with the following procedures:

Notice of Dispute

Either party may notify the other of a dispute in writing and provide such notice in accordance with the notice provisions of this Agreement. The notice of dispute must describe the specific incident or incidents giving rise to the dispute including any relevant times, dates, locations and persons or witnesses involved. The notice of dispute must also set out the amount in dispute and the nature of the relief or resolution sought by the notifying party.

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First Level Negotiations

Within Ten (10) days of receiving the notice of dispute the parties shall seek to resolve same by referring the matter to its appointed representatives for negotiations as set out below:

Municipality Representative
Consultant / Company Representative

At the conclusion of this negotiation and no later than 24 hours after such negotiation, the party providing the notice of dispute shall prepare a report in writing certifying that the negotiation passed or failed. Where the negotiations have passed the notifying party shall provide a Full and Final Release in respect of all matters identified in the notice of dispute. In the event the notifying party fails to provide such report or provides a report indicating a passed negotiation but fails to provide such release the notifying party will be deemed to have released to the other party from any and all claims arising from the matters identified in the notice of dispute.

Senior Level Negotiations

In the event the negotiations set out above have failed the dispute shall within ten (10) days be referred to the parties' senior representatives for further negotiations as set out below:

Municipality Representative
Consultant / Company Representative

At the conclusion of this negotiation and no later than 24 hours after such negotiation, the party providing the notice of dispute shall prepare a report in writing certifying that the negotiation passed or failed. Where the negotiations have passed the notifying party shall provide a Full and Final Release in respect of all matters identified in the notice of dispute. In the event the notifying party fails to provide such release the notifying party will be deemed to have released the other party from any and all claims arising from the matters identified in the notice of dispute.

In the even the negotiations set out above have failed the dispute negotiations shall be deemed to have been exhausted and the dispute shall then be referred to arbitration as provided for herein. The matter must be referred to Arbitration by either party within 30 days of the conclusion of Senior Level negotiations.

Right to Arbitration

Any dispute between the Parties as to matters arising under this Agreement which cannot be settled amicably as provided for as above may be referred to arbitration by one Party giving written notice to the other of its desire to go to arbitration and such arbitration shall be conducted by a single arbitrator, if such parties agree upon one arbitrator, or otherwise by three arbitrators, of whom one shall be appointed by the Buyer and on shall be appointed by the Seller and the third shall be chosen by the first two named arbitrators. The arbitration and the appointment of the arbitrator shall, unless expressly

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provided for in this Agreement, be conducted in accordance with the Arbitration Act, 1991, S.O. 1991, c.17, as amended. The award and determination of such arbitrator, arbitrators or any two of such three arbitrators shall be binding upon the parties and their respective successors and permitted assigns. The parties shall cooperate in completing any arbitration as expeditiously as possible and the arbitrator or arbitrators may hire such experts as may appear to him, her or them appropriate.

5.28 Laws and Regulations

The Consultant / Company shall comply with all relevant federal, provincial and municipal status, regulations and by-laws pertaining to the Work. The Consultant / Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

5.29 Unpaid Accounts

The Consultant / Company shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the Work. The Municipality shall have the right at any time to require satisfactory evidence that the Work in respect of which any payment has been made or is to be made by the Municipality is free and clear of mechanics or other liens, attachments, claims, and demands, charges or other encumbrances.

5.30 Independent Contractor

The Work defined in this Agreement will be performed by the Consultant / Company as an Independent Contractor at arm's length from, and not as an employee of the Municipality.

5.31 Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or any subsequent breach of the same or similar term or condition.

5.32 Conflict of Interest

- 1) The Consultant / Company declares that, to its knowledge, (i) no Councillor, official or employee of the Municipality has any direct or indirect beneficial interest, whether financial or otherwise, in the Consultant / Company, or in their performance of the Work; and (ii) the Consultant / Company is not engaged in any other Work nor is it providing Work to any other client that would give rise to an actual or potential conflict of interest; and (iii) the Consultant / Company is not engaged in any direct or indirect

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beneficial interest, whether financial or otherwise with any other Consultant / Company retained by the Municipality.

- 2) The Consultant / Company declares that he has no direct or indirect financial interest in any matter in which the Municipality is concerned that would give rise to an actual or potential conflict of interest.
- 3) The Consultant / Company agrees to notify the Manager of Purchasing immediately of any material change in the declaration described in this section, and acknowledges that any of the following will entitle the Municipality to terminate all or any part of the Work of the Consultant / Company.
- 4) The Consultant / Company represents that it will not attempt to improperly influence or interfere financially, politically or otherwise with the Municipality's employees, officers or Council members with respect to the provision of the Work under this Agreement.
- 5) If conflict of interest exists or arises pursuant to this section during the term of the Agreement, the Municipality may, at its discretion, suspend any Work being performed until the matter is resolved to the Municipality's sole satisfaction or terminate the Agreement.

The absence of any disclosure of interest under this article shall be treated as a representation and warranty by the Consultant / Company that no such pecuniary interest exists.

5.33 Copyright

The Municipality shall own, solely and exclusively, the copyright and all copyright rights to any written and otherwise copyrightable material deliverable under this Agreement. The Consultant / Company warrants that all creators of copyrightable material delivered under this Agreement to the Municipality are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant / Company, and that such creation is within the course and scope of the creator's employment.

5.34 Force Majeure

The term "Force Majeure" as used herein shall mean an Act of God, strike, lockout or other industrial disturbance, act of public enemy, war, public riot, lightning, fire, storm, flood, explosion, governmental restraint or judicial restraint, provided that any such restraint does not result from any action or failure to act by the Consultant / Company or the Municipality, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not and could not reasonably be in the control of such part.

If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, the obligations of such party, so far as they are affected by such Force Majeure, shall be suspended during, but no longer than, the continuance of such

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Force Majeure. The party rendered unable to carry out its obligations by Force Majeure shall use all reasonable diligence to remedy or overcome such Force Majeure as quickly as possible, provided that such requirement shall not require the settlement of strikes, lockouts or other labour difficulties by such part contrary to its wishes.

If the Consultant / Company can demonstrate to the reasonable satisfaction of the Municipality that in remedying or overcoming such Force Majeure its cost of providing the Work has increased, the parties shall forthwith, upon such demonstration, undertake in good faith negotiations with a view to agreeing on an adjustment to the terms of the Agreement, as appropriate, as of the date when the Force Majeure occurred, which adjustment shall not exceed the amount of such increased costs which are directly caused by the Force Majeure. The provisions of Article 5.27 apply mutatis mutandis if, despite good faith efforts, the parties are unable to agree to an adjustment within thirty (30) days of the demonstration referred to above.

5.35 Delivery and Performance of Work

Time, save time of payment, shall be material and of the essences of the Contract.

Unless otherwise stated, the Work specified in the Contract shall be delivered or completely performed by the Consultant / Company as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a Purchase Order, Contract, or Standing Agreement thereof.

5.36 Contract Renewal Options

The Municipality shall have the sole and absolute right to extend the term of the Contract for any or all optional extension terms identified in the Contract Documents (the Municipality will advise the Consultant / Company of this in writing or by means of a change order to the Contract). Pricing for such extensions shall be in accordance with Pricing Provisions of the Contract. There is no automatic renewal option under this, or any other provision of the Contract.

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Appendix ‘A’ - Form of Proposal

2.2 Section 1.0 Pricing:

Each Proponent must include this form completed according to the instructions contained in the RFP as well as those instructions set out below in Envelope 2 – Pricing:

- a) Prices shall be in Canadian Funds, F.O.B. the point specified therein.
- b) If the Bidder intends to manufacture or fabricate any part of the Work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes; and
- c) Total contract cost quoted by the Proponent shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.

A Proposal that includes conditional, optional, contingent or variable Rates that are not expressly requested in the form of Proposal may be disqualified.

Proponents note: Under no circumstances will any expenses be recoverable by the successful Proponent from the Municipality, either directly or indirectly, for any hospitality, incidental, or food or beverage expenses incurred by the successful Proponent’s personnel, or anyone acting on behalf of the successful Proponent, including but not limited to expense in respect to:

- i) Meals, snacks and beverages;
- ii) Gratuities;
- iii) Laundry, dry cleaning and valet services;
- iv) Dependent care;
- v) Home management; and
- vi) Personal telephone calls.

The Municipality shall not accept a surcharge for general administrative expenses including, without limitation, communication charges, data systems management, etc. Proposals shall not include any such charges.

By submitting a proposal, the Proponent is deemed to confirm that it has prepared its Proposal with reference to and has factored all of the provisions of Section 5 – Agreement Terms and Conditions and the RFP, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Form of Proposal.

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Form of Proposal - Pricing

This Page MUST be included in Envelope 2 – Pricing Envelope or Proposal will be rejected.

In the Pricing schedule below, show the “Total cost” which will be charged to the Municipality, based on the scope of work of this RFP.

The Total Bid Price shall include all costs, fees, and charges incurred to complete the Work including HST. All rates are to be in Canadian Funds.

1. Schedule of Fees

Include with the pricing envelope, a schedule of current fees charged including job rates per hour or per diem based on an 8-hour day. Note where necessary rates for non-standard activities, as well as the separate identification of sub-consultant fees and project costs.

2. Upset Fee and Disbursements

The pricing below is to be shown as an upset cost estimate for the completion of each of the phases identifying all disbursements, taxes and professional fees separately. The Proponent shall ensure that the work schedule costs are based upon the calendar year.

Description	Fee
Upset Limit – Phase 1	\$
Upset Limit – Phase 2	\$
Upset Limit – Phase 3	\$
Disbursement – Phase 1	\$
Disbursement – Phase 2	\$
Disbursement – Phase 3	\$
Subtotal	\$
HST	\$
Total Cost	\$

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3. Additional Services:

For the hourly services for any other works required beyond the scope of the work, proponents are required to provide their per diem rate for the senior team members that will be engaged in this work.

All-inclusive Per Diem Rate (Daily) \$ _____

All-inclusive Per Diem Rate (hourly) \$ _____

(Hourly rate will be used to pro rate Part Days) Daily per diem rate is based on an 8 hour day.

For pricing evaluation the above per diem rates will be used with an estimated number of 4 additional days and 20 hours this is to ensure that all pricing has been taken into consideration.

4. Value-added Services (Optional):

Proponent to submit a price to complete any value-added services identified in their proposal.

Refer to Section 2.2.

Description of Value-added Services	Price (excluding HST)
	\$
	\$
Total cost of value added services	\$

Pages 59 and 60 must be included in Envelope 2 – Pricing or the Proposal will be rejected.

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2.3 Section 2 Signature Page:

Received Addenda No: _____ to No: _____ Inclusive

The undersigned hereby agrees to perform the Work specified in this Request for Proposal No. 2017-X, in accordance with all the terms and conditions, for the prices submitted in the pricing schedule contained in Envelope 2 – Pricing.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this bid. Executed by me/us and bearing date this _____ day of _____, 2017.

The undersigned hereby declares that, to its knowledge,

- (i) no Councillor, official or employee of the Municipality has any direct or indirect beneficial interest, whether financial or otherwise, in the undersigned, or in their performance of the Work; and
- (ii) the undersigned is not engaged in any other Works nor is it providing Work to any other Party that would give rise to an actual or potential conflict of interest.

The undersigned hereby declares that they have no direct or indirect financial interest that would give rise to an actual or potential conflict of interest.

The undersigned hereby declares that they have received and either signed or acknowledged all Addenda issued by the Municipality in accordance with Article 1.6 and that they have been taken into account in the formation of their Proposal.

The undersigned hereby declares that the Municipality reserves the right to cancel the Award or Agreement if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contracted Consultant / Company in completing the Work, and that the Municipality's determination regarding any questions of conflict of interest shall be final.

The undersigned hereby declares that, in submitting a Proposal, they acknowledge, understand and accept all the conditions noted herein.

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The signature and witness to signature OR signature and Corporate/Legal Seal is required for Proposal to be valid. Failure to provide both the signature and the witness to signature OR signature and Corporate/Legal Seal will result in the Proposal being rejected.

Witness

Signed (Must be Signing Officer of Company)

Print Name of Above Signing Officer

Position

Please Affix Corporate
Legal Seal

Name of Company

This Page must be included in Envelope 1 – Technical or the Proposal may be rejected.

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Appendix 'B' - Subcontractor / Sub-Consultant Form

Name of Company	Address	Main Contact Person and Telephone Number