

REQUEST FOR PROPOSAL (RFP)

For the provision of Development Approval Process

Tender Information	No. ADMIN – 25-003		
Issue Date:	July 23, 2025 N/A August 22, 2025 – 12 noon August 22, 2025 – 1:30 pm		
Site Visit:			
Closing Date:			
Opening Date:			
Address:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0		
Attention:	Cathy King, Interim Deputy Treasurer		
Last Day for Inquiries:	August 18, 2025		
Bidder Information			
Name/Company:			
Contact Name:			
	Email:		
Address:			

LATE SUBMISSIONS WILL <u>NOT</u> BE ACCEPTED.

THE LOWEST OR ANY SUBMISSIONS MAY <u>NOT</u> NECESSARILY BE ACCEPTED.

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2.1 Definitions

"Respondent" Refers to any eligible entity providing a response to this RFP, RFQ, RFT, etc.

"Corporation/Owner/Township" Refers to the Township of Minden Hills.

"Form of RFP Refers to this document and its processes.

"Successful Respondent" Refers, in the event of an award, to the selected Respondent.

"Work or the provision of Goods and/or Services" Refers to the scope of work, and specifications outline in this RFP.

2.2 Handling

The handling of this document and any other document(s) related to this RFP will be in accordance with the Township of Minden Hills Policy No. 17 governing the procurements of goods and services, and this document.

2.3 Submission Mandatory Requirements

All submissions must be completed in hard copy and must include all Appendices attached to this document. All entries shall be clear, legible, in a non-erasable medium and signed (where applicable). Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be responded to according to instructions contained within this document(s).

- Appendix A Submission Requirements
- Appendix B Respondent Information
- Appendix C Declaration Form
- Appendix D Pricing Schedule
- Appendix E Agreement Acknowledgement
- Appendix F Delivery Notice

In Person Drop-off Submissions:

Hard copy (in person) submissions are to be delivered to the Township before the submission deadline noted in the RFP document.

Submissions placed in the Township Drop Box will not be accepted.

Respondents will receive receipt of submission at the time of drop-off.

For questions or concerns regarding this matter, please contact the Township directly as outlined in Section 2.11 – Inquiries of the RFP document.

Responses must be submitted in a sealed envelope with Appendix F - Delivery Notice, completed and affixed to the outside. Responses can be submitted by mail, or hand delivered to the front counter of the Finance Department, the 1st floor front counter.

Submissions received after the official closing time will **not** be considered during the selection process.

*Local time is according to the time clock located in the Township offices, which will be deemed to be taken as conclusive. (HR.:MIN.:SEC.) Late proposals will be returned unopened to the respondent. Responses that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations incorrectly submitted, restricted by a statement or irregularities of any kind may be rejected as per the Township's Procurement Policy, unless otherwise provided herein.

It is the responsibility of the Respondent to ensure they comply with this procedure. The Township is not responsible for submissions which are not properly marked and/or delivered to any other location, other than that specified herein.

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

The Respondent warrants that all contents of their proposal are complete and accurate.

Person(s) signing the prescribed forms must be authorized to sign on behalf of the Respondent represented, and to bind the Respondent to statements made in response to this RFP. If a joint response is submitted, it must be signed and addressed on behalf of each of the Respondents.

2.4 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the Tendered unit cost. Submit all prices "HST Extra".

2.5 Multiple Submissions

Respondents wishing to provide more than one (1) submission for consideration must complete a separate response for each and clearly identify each submission as a separate offer.

2.6 Closing

Submissions must be received by the Township of Minden Hills on/before **12:00 noon Friday, August 22, 2025.**

2.7 Opening

A public opening of the pricing appendix will be held in the Township Council Chambers at 7 Milne Street in Minden on **Friday, August 22, 2025, at 1:30 pm.** The Successful Respondent will be notified when Council considers the submission results at a Regular Council meeting or within 3 business days from receiving Council approval, whichever is shortest.

2.8 Withdrawal or Alteration(s)

A Respondent may submit more than one response at any time up to the specified time and date of the closing outlined in Section 2.7. The last submission received shall supersede and invalidate all submissions previously submitted by that Respondent.

A Respondent may withdraw or alter the Submission at any time up to the specified time and date of the closing outlined in Section 2.7 by submitting a letter (on Respondent letterhead where available) bearing the Respondent's signature to the contact identified in Section 2.11 who will mark thereon the time and date of receipt and will place the letter in the Tender file. The Respondent's name and contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Submissions withdrawn under this procedure cannot be reinstated.

Adjustments or corrections to a response already submitted will not be allowed.

2.9 Examination of Documents

Each Respondent must satisfy himself/herself by a personal study of the RFP documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed work or goods and/or services. There will be no consideration of any claim, after submission, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices bid must include <u>all incidental costs</u> and the Respondent must be satisfied as to the full requirements of the RFP. No extra work will be entertained without prior Township approval. Should the Respondent require more information or clarification on any point, it must be obtained via the contact identified in Section 2.11 prior to submitting a response to this RFP.

2.10 Omissions, Discrepancies and Interpretations

It is understood, acknowledged and agreed that while this document and related documents include(s) specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information, the information is not guaranteed by the Township to be accurate, nor necessarily

comprehensive or exhaustive.

Nothing in this document or related documents is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The submission of a response shall be deemed proof that the Respondent is satisfied as to all the provisions of the submission, all conditions which may be encountered, all work or goods and/or services required, or any other matter which may enter into the carrying out of the work or supply of goods and/or services referred to in this RFP. No claims will be entertained by the Township based on the assertion by the Respondent that he or she was uninformed as to any of the requirements of this RFP.

Should a Respondent find omissions from or discrepancies in this document or related documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the contact identified in Section 2.11 without delay. If the Township considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued as per Section 2.12 of this document. No oral explanation or interpretation will modify any of the requirements or provisions of the RFP documents.

2.11 Inquiries

Inquiries concerning the RFP specifications and general RFP process are to be directed to:

Cathy King, Interim Deputy Treasurer or designate(s) (705) 286-1260 ext. 501 cking@mindenhills.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of this RFP will be circulated as an Addendum as outlined in Section 2.12 of this document.

Inquiries must be received no later than **three (3)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided.

2.12 Addenda

If required by the Township, addenda will be distributed to all Respondents registered as a document taker (via Township email) or invitational recipient for this RFP. Addenda will be distributed using the latest contact information as provided by the Respondent. It is the Respondent's responsibility to notify the Township of any changes to their contact information.

If this document or related documents was acquired via the Township website it is the Respondent's responsibility to check the Township website at www.mindenhills.ca for addenda. It is any and all Respondents ultimate responsibility to ensure all addenda have been received.

All Respondents should check the Township website, on-line RFP provider or contact the Township directly as per Section 2.11 – Inquiries, prior to submitting their response to this RFP.

Respondents are required to acknowledge receipt of <u>all</u> addenda by signing the Acknowledgement of Receipt included on the addenda form. Failure to submit all addenda unless otherwise directed on the addenda form, <u>will constitute an</u> automatic rejection.

2.13 Acceptance or Rejection of Submission(s)

The Township reserves the right to reject or accept any or all submissions in whole or in part at any time without further explanation and to waive formalities as the interests of the Township may require without stating reasons thereto.

The Respondent acknowledges the Township's rights under this clause and absolutely waives any right of action against the Township's failure to accept its submission whether such right of action arises in contract, negligence, bad faith or any other cause of action.

The acceptance of any submission is subject to approval by the Township's Council.

Notwithstanding and without restricting the generality of the statements immediately above, the Township shall not be required to award and accept a submission:

- a) When only one (1) submission has been received as result of the RFP;
- b) Where the lowest responsive and responsible Respondent substantially exceeds the estimated cost of the work or goods and/or services;
- c) When all submissions received fail to comply with the specifications or terms and conditions:
- d) Where a change in the scope of work or provision of goods and/or services or specifications is required the lowest or any submission will not necessarily be accepted. The acceptance of a submission will be contingent upon an acceptable record of ability, experience and previous performance.

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Township of any submission or by reason of any delay in the acceptance of a submission except as provided in the RFP document.

Each submission shall be open for acceptance by the Township for a period of **sixty** (60) calendar days following the date of closing, or as otherwise mutually agreed to by each of the respondents.

Where the submission document does not state a definite delivery/work/provision of goods and/or services schedule and a submitted response is based on an unreasonable delivery/work/provision of goods and/or services schedule, the submission may be rejected.

2.14 Award Procedures

The Township is not under any obligation to award the RFP and reserves the right at its sole discretion to terminate or amend this RFP at any time.

It is the intention of the Township to award this RFP to one (1) qualified Respondent. The lowest or any submission may not necessarily be accepted.

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Respondent that their submission has been accepted within sixty (60) days, or when Council considers the submission results at a Regular Council meeting or within 3 business days from receiving Council approval, whichever is shortest.

Notice of acceptance of a Respondent's submission will be by telephone, email and/or by written notice. No further communication regarding this notice is required unless the Successful Respondent declines the awarding of this RFP.

Upon acceptance of the submission by the Township, the Successful Respondent shall provide the Township with any required documents within fourteen (14) calendar days of the date of notification of award or as otherwise specified in this document or related documents or by the Township.

Commencement and completion dates may be altered if mutually agreed to by the Township and the Successful Respondent.

2.15 Ability and Experience of Respondent

It is not the purpose of the Township to award this RFP to any Respondent who does not furnish satisfactory evidence of possessing the ability and experience in this work or provision of goods and/or services and sufficient capital and plant resources to ensure acceptable performance/product and completion/supply of the required specifications.

The following criteria will be utilized by the Township, through references provided in the submission to determine whether a Respondent is qualified to undertake the award;

- The Respondent's ability and agreement to perform the work or supply the goods and/or services.
- The Respondent's ability to work effectively with the Townships' staff and other representatives.
- The Respondent's history with respect to providing satisfactory results and acceptable cooperation.

The Township may reject the lowest or any submissions, if after investigation and consideration, the Township concludes, in its opinion, that the Respondent is not able to perform the work or supply the goods and/or services in a manner satisfactory to the Township.

2.16 Respondent Expense

Any expenses incurred by the Respondent in the preparation of their submission are entirely the responsibility of the Respondent and will not be charged to the Township.

2.17 Contract Negotiations

Submission as Binding Document:

In the event that a Respondent's submission is accepted and confirmed in writing from the Township, the submission and the acceptance shall constitute a binding contract between the Successful Respondent and the Township. The Successful Respondent shall complete the work or provision of goods and/or services as described in accordance with the provisions, specifications and conditions outlined in this document and other related documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

2.18 Conflict of Interest

The Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the submission and, if selected, shall abstain from taking on work or the provision of goods and/or services which would represent a conflict of interest over the duration of this work or provision of goods and/or services.

The Respondent shall declare that the response submitted is in all respects fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFP.

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

2.19 Freedom of Information

Any personal information required on the submission is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990 (Act).* This information forms an integral component of the RFP submission.

All submissions received by the Township become a public. All information contained in the submission document is available to the public, including personal information.

Questions regarding collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

Clerk, Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0 Telephone (705) 286-1260

The Clerk has been designated by the Township's Council to carry out the responsibilities of the Act.

2.20 Package Submissions Information Release to Other Respondents

The number of RFPs received, and the names of the Respondents are confidential and shall not be divulged prior to the public RFP opening.

Subsequent to the opening, however, the number of RFP packages released is public information. It is understood that by completing and submitting a response the Respondent agrees to public release of their name.

2.21 Access to Information

The disclosure of information received relevant to the issue of a RFP solicitation or the award of contracts emanating from such solicitations shall be made by the appropriate offices in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- a) Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
- Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied;
- c) Result in undue loss or gain to any person, group, committee or financial institution or agency; or
- d) Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

2.22 Negotiations

In the event that a prepared submission does not precisely and entirely meet the requirements of the Township, the Township reserves the right to enter into negotiations with the selected Respondent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to a submission.

3 Contractual Requirements

3.1 Occupational Health and Safety

All work performed under this RFP must be carried out in accordance with the terms and conditions of the Occupational Health & Safety Act. R.S.O. 1990, as amended and any other applicable legislation.

Failure to comply with Safety Regulations, as set out in this document, may result in the immediate cancellation of the work.

The Successful Respondent must comply with all requirements set out in the Occupational Health & Safety Act, R.S.O. 1990 and all other regulations that apply to the job at hand.

3.2 Workplace Safety Insurance Board (WSIB)

All Respondents must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board*, on Appendix A – Submission Requirements.

If exempt from coverage, the Successful Respondent shall obtain optional coverage in the form of a letter from WSIB and must be provided to the Township within ten (10) business days of being awarded or commencement of the contract, work or provision goods and/or services, whichever is shortest.

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.11 – Inquiries. Failure to meet the extension date as approved by the Township may result in the cancellation of the contract, work or provision goods and/or services. Refer to Section 3.12.3 – Cancellation of Contract.

3.3 Indemnification

The Successful Respondent shall indemnify and hold harmless The Township, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Township and against all loss, liability, judgments, claims, suits, demands or expenses which The Township may sustain, suffer or be put to resulting from or arising out of the Successful Respondent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or provision of goods and/or services required hereunder to be performed or rendered by the Successful Respondent, its agents, officials and employees.

3.4 Force Majeure

The Successful Respondent shall not be assessed with liquidated damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, Labour Disruptions, Strikes, Lockouts or delays due to such causes, then the time of delivery shall be extended for a period of time equal to the time lost to such delay.

3.5 Insurance Requirements

All Respondents will acknowledge their ability to provide proof of insurance in accordance with this document and other related documents, identified in Appendix A – Submission Requirements.

All insurance costs related below will be borne by the Successful Respondent.

The Successful Respondent, as a minimum, shall provide and maintain during the term of the Contract:

Specific Conditions:

The Successful Proponent shall provide proof of insurance, in the form of an insurance certificate, indicating:

- general liability insurance with a *minimum coverage of two million dollars* (\$2,000,000), with the Corporation of the Township of Minden Hills added as an additional insured party.
- proof of automobile insurance for any and all vehicles used by, or on behalf of the
 proponent for the purpose of the work outlined in the Proposal with a <u>minimum</u>
 <u>coverage of two million dollars (\$2,000,000)</u> per occurrence in respect of bodily
 injury, death and damage to property including loss of use thereof.
- proof of professional liability (errors and omissions) insurance coverage with a minimum coverage of two million dollars (\$2,000,000).

General Conditions:

- a) The Successful Respondent shall provide proof of insurance in the form of a Certificate of Insurance.
- b) All policies shall be endorsed to provide the Township with not less than 30 Days' written notice of cancellation.
- c) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.
- d) Prior to commencement of work or the provision of goods and/or services and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Township with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the supply of work or the provision of goods and/or services.
- e) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- f) All policies shall apply as primary and not as excess of any insurance available to the Township.
- g) It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated above have been met.

h) Insurance must remain in effect for the duration of the contract, Work or provision of Goods and/or Service(s) as per the terms of this document and other related documents. It will be the responsibility of the Successful Respondent to provide the Township with any and all renewal certificates during this period.

The certificate of insurance must be provided to the Township within ten (10) business days of being awarded the successful submission and/or contract, or prior to commencement of the contract, work or provision of goods and/or services, whichever is shortest. Failure to submit the requested insurance certificate by the Successful Respondent shall result in a withdrawal of the contract, work and/or provision of goods and/or services by the Township.

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.11 – Inquiries. Failure to meet the extension date as approved by the Township may result in the termination of the contract, work or provision of goods and/or services.

3.6 Protection of Work and Property

The Successful Respondent shall provide continuous and adequate protection of all goods from damage and shall protect the Township's property from injury or damage arising until the work or provision of goods and/or services is complete. The Successful Respondent shall make good any such damage or injury.

3.7 Regulation Compliance and Legislation

The Successful Respondent shall ensure all work or provision of goods and/or services are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

3.8 Workplace Violence and Harassment

The Successful Respondent shall comply with the Occupational Health and Safety Act, Canada Criminal Code, Ontario Human Rights Code and all other applicable legislation and/or regulations, as they relate to violence, harassment and sexual harassment in the workplace, including Municipal policies and to be subject to such policies.

3.9 Code of Conduct

Successful Respondents hired/contracted/engaged by the Township shall endeavor to at all times promote a high level of ethical conduct by themselves and their employees. In acting on behalf of the Township, no Successful Respondent, or their employees, shall at any time take any action which he or she knows, or reasonably should know, violates any applicable law or regulation.

The Township requires that Successful Respondents and their employees shall maintain high standards of professional behaviour when dealing with Members of Council, Officers of the Corporation, other Township employees, clients and the public; and further that this behaviour shall reflect positively on the reputation of the Township.

It is every Successful Respondent, and their employee's, responsibility to ensure that all information communicated is as accurate as reasonably possible. No Successful Respondent, or their employees, shall withhold information or willfully mislead Members of Council, officers, employees, clients, or the public about any issue of corporate concern.

Every Successful Respondent, and their employees shall respect the rights, privileges, diversity and dignity of the persons they interact with while contracted by the Township.

3.10 Smoke Free Workplace

The Smoke-Free Ontario Act, 2017 prohibits smoking in any enclosed workplaces, including work vehicles and any enclosed public places in Ontario in order to protect workers and the public from the hazards of second-hand smoke.

During the duration of the contract, work or provision of goods and/or services, including any related amendments and/or extensions, Successful Respondents, and their employees, shall adhere to the Smoke Free Ontario Act, 2017 and all other applicable legislation and/or regulations or requirements, in regards to cigarette, e cigarette and cannabis use.

3.11 Accessibility

Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

Web links for information and training purposes are provided below:

- AODA https://www.ontario.ca/laws/statute/05a11
- IAS https://www.ontario.ca/laws/regulation/110191
- Human Rights Code https://www.ontario.ca/laws/statute/90h19?search=e+laws
- Serve-Ability https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML Eng/index.html
- AccessON https://accessontario.com/

3.12 Contract

The Successful Respondent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the RFP documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

3.12.1 Assignment of Contract

The Successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of the contract, work or provision of goods and/or services; or his/her right, title or interest therein, or his power to execute such contract, work and/or provision of goods or services, to any other person, company or corporation, without the previous

consent, in writing, of the Township's officials.

3.12.2 Contract Amendments and Revisions

No amendment or revision to a contract, the work or the provision of goods and/or services shall be made unless mutually agreed to by the Township and the Successful Respondent.

No amendment that changes the price of a contract, the work or the provision of goods and/or services shall be agreed to without a corresponding change order describing the change in requirement or scope of work or the provision of goods and/or services.

Amendments to a contract, the work or the provision of goods and/or services are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget, including authorized revisions.

The Township reserves the right to change the term of the contract, the work or the provision of goods and/or services prior to the execution of an agreement, or commencement of the work or provision of goods and/or services.

3.12.3 Cancellation of Contract

The Township reserves the right to immediately terminate the contract, the work or the provision of goods and/or services awarded to the Successful Respondent, or part thereof, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing problems, etc.

The Township shall not be liable to the Successful Respondent for loss of anticipated profit on the cancelled portion or portions of the work or the provision of goods and/or services.

3.13 Bankruptcy

In the event that, during the duration of a contract, the work or the provision of goods and/or services, the Successful Respondent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, a contract, the work or the provision of goods and/or services shall immediately be terminated, and the Township shall be entitled to enter into a contract, the work or the provision of goods and/or services with another party without the consent of the Successful Respondent.

3.14 Governing Laws

A contract, the work or the provision of goods and/or services will be interpreted and governed by the laws of the Province of Ontario.

3.15 Delivery and Execution of Work

The successful respondent will commence work upon the execution of a signed agreement. A draft presentation to staff must be completed by December 1, 2025. An in-person presentation to Council will be scheduled for February 2026.

3.16 Overview

The Township of Minden Hills is seeking experienced consulting services to conduct a Development Approval Process (DAP) Review. This is a core service delivered with input/influence from the County of Haliburton and various Provincial agencies. The delivery of DAP can be challenging from a coordination and process execution point of view and can involve a series of complex technical back-and-forth interactions between Township staff and development applicants/representatives.

The purpose of the Township's review is to examine the development application, review and approval processes to streamline steps and requirements. The Township is committed to ensuring processes are most efficient, customer-focused, and able to meet growing development demand.

The Minden Hills Community

Minden Hills is a wonderful Township with many assets, positive attributes, rich history and diverse expertise. We need to establish better connections with these assets to build up and highlight our community features and to develop a future focused Strategic Road Map.

Origin and Statistics

Located in the County of Haliburton, the Township of Minden Hills is a lower tier municipality created by the 2001 amalgamation of the previous townships of Snowdon, Lutterworth and Anson, Hindon and Minden.

Minden Hills is in the southwest quadrant of the County of Haliburton. The County is a rural setting, surrounded by the City of Kawartha Lakes, Peterborough County, Muskoka, encompassing an area just over 847 square kilometers. Its urban centre is in the Village of Minden, attractively situated on the Gull River.

Our growing community provides a four-season outdoor playground, with tremendous lifestyle appeal. The permanent population of the Township of Minden Hills in 2021 was 6,970 and represents a 14.5% growth over the 2016 population of 6,088. Residing in the heart of cottage country, the Township of Minden Hills has a high seasonal population, which is estimated to triple in peak season.

3.17 Scope of Work

The review will include an end-end review of the Development Approval Process and will encompass and assessment of

- modernization opportunities
- processes and associated policies
- fees/cost recovery
- organization/structure
- customer service

The process will gather input from stakeholders and outline comparisons with like municipalities. The resulting report will summarize distinct recommendations and proposed implementation plan, which will be presented to Council.

3.17.1 Development Approval Review:

The proponent shall develop and implement the process for reviewing the Township's DAP, providing an assessment report and specific streamlining action plan based on the specifications outlined in the RFP.

The RFP submission will

- Include brief resume for each Facilitator(s), Include relatable experience, qualifications, relevant licenses/certifications
- Clearly outline intended methodology including but not limited to; Project plan and milestone timelines to demonstrate an understanding of the Township's objectives.
- Include number of revisions to draft documents
- Outline tools and techniques to be utilized for communication, engagement and reporting
- Provide three (3) examples of similar successful projects.
- Provide three (3) relevant references
- Include hourly rate and estimated hours to complete the project.

The Facilitator is expected to:

- Review pertinent resource information and all legislation that needs to be considered throughout the review and approval process for Minden Hills
- Conduct a comprehensive analysis of the municipality's Development Approval Process. The process will gather input from all key stakeholders.
- Review of the Township's building and planning fees in relation to costs and comparator jurisdictions
- Identify areas where the Township is not the decision maker and the recourse/accountability is in place related to these outside agencies (e.g. appeals mechanism)
- Suggest means to maximize existing software, modernize processes and increase self-serve options for customers.
- Review the Township's ability to meet current Provincial planning and building statutory processing timelines

- Identify typical resource requirements for the average building permit/ planning application (typical levels of service) and typical resource requirements to meet those levels of service
- Develop tangible implementation plan with recommendations and actions to improve review/approval process. The plan should include recommended timeframes for implementation and any investment/resource requirements.

3.17.2 Deliverables

- Compile the outcome of the DAP in draft format for review with the CAO and then develop a presentation for Council.
- Present the results of the DAP project to Council in person by February 2026.
- Provide the Township with a consolidated summary of the work completed.
- All reports/presentations must comply with current AODA regulations as noted in section 3.11.

3.18 Respondent Responsibilities

The Successful Respondent will be responsible for all fuel, lodging if required, insurance and any other sundry costs.

3.19 Township Responsibilities

The Township will provide:

- the booking of locations/rooms for meetings and any associated costs
- support for distribution of consultation material

3.20 Pricing Requirements

Respondents shall submit prices for the total project, Appendix D – Pricing Schedule.

3.21 Other Instructions

Responses to this RFP must include Mandatory Appendices noted as "Mandatory "Completion" and/or "Mandatory Submission".

4 Evaluation Process

Respondents acknowledge that submissions are likely to be drafted using a diverse range of approaches and, therefore, may not be readily comparable to one another. As a result, notwithstanding the application of consistent evaluation criteria as identified below, the Township shall use professional discretion in evaluating proposals.

The Township retains the right to ask Respondents for clarification regarding their submission, if doing so does not change their proposal in any way.

4.1 Evaluation Stages and Total Evaluation Points Available

The Township will conduct the evaluation of this RFP in two (2) stages as follows:

Stage 1 – Review (pass/fail)

A review will be undertaken to determine if the submitted RFP complies with all the mandatory requirements (inclusion of all Appendices and compliance with Appendix A - Submission Requirements and deadline).

A RFP that does not comply with the mandatory requirements shall, subject to the reserved rights of the Township and the Township's Procurement Policy, be disqualified and not evaluated further.

Stage 2 – Rated Criteria (100 points)

Stage 2 will consist of a scoring by the Evaluation Committee of each compliant RFP on the basis of the detailed criteria as displayed in the submitted tender.

The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

Criteria	Maximum Points
Experience with DAP	30
Project Plan/Timeline	10
References/Similar Projects	10
Tools and Methodology	10
Pricing	40
Total Points	100

5.1 Appendix A – Submission Requirements

MANDATORY COMPLETION

All Respondents are required to successfully meet the mandatory requirements described in the following table and be able to provide proof of meeting these requirements when a signed contract is completed. Failure to meet the requirements under this Appendix will constitute in an automatic rejection.

an automatic rejection.				
Specification		Mandatory/ Optional/Preferred/NA	Respondent's Compliance	
1	WSIB (Section 3.2) Account #:	Mandatory	Yes □ No □	
2	Indemnification and Insurance as described in Sections 3.3 and 3.5 of this document where applicable.	Mandatory	Yes □ No □	
3	References included in submission	Mandatory	Yes □ No □	
4	Respondents Information Form	Mandatory	Yes □ No □	
5	Signed Declaration Form	Mandatory	Yes □ No □	
6	Signed Acknowledgement Form	Mandatory	Yes □ No □	
7	Delivery Notice attached to outside of sealed submission	Mandatory	Yes □ No □	
8	Two (2) additional hardcopies of the completed submission. (NOTE - One (1) hardcopy is mandatory).	Preferred	Yes □ No □	
WSIB and Insurance Acknowledgement				
	Py signing helew I			

WSIB and Insurance Acknowledgement By signing below, I ________, acknowledge that Name of individual has the ability to provide the requested WSIB, and Name of Company Insurance certificate(s) in accordance with this RFP document. Signature Date

5.2 Appendix B - Respondent Information

MANDATORY COMPLETION

Information provided must be legible and made in a non-erasable medium.

Respondent's Contact Individual	
Office Phone #	
Toll Free #	
Cellular #	
Fax #	
E-mail address	
Website	
HST Account #	

5.3 Appendix C – Declaration Form

1.

2.

3.

4.

5.

SIGNATURE OF WITNESS

MANDATORY COMPLETION

For the provision of:	RFP – ADMIN 25	-003		
As supplied by:				
	Firm Name			
	Mailing Address	City	Prov.	Postal Code
То:	Township of Minde	en Hills		
	7 Milne Street, PO	Box 359		
	Minden, ON KOM	2K0		
The Respondent Decla	res:			
•	No person(s), firm or corporation, other than the Respondent, has any personal interest in this RFP or in the award for which this RFP is made;			personal interest
No member of Council, no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;			er, surety or in	
This submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a submission for the same and is in all respects without collusion or fraud;			on making a	
The response submitted is in all respects without conflict of interest, fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFP.				
By signing this submission, I confirm I have read, understood and accept the content, stipulations and requirements of this RFP document.			ept the content,	
LOWEST OR A	ANY SUBMISSION N	IOT NECE	SSARILY ACC	EPTED
Dated at	this	d	ay of	, 20
PRINT NAME OF WITNI		PRINT N	LAME OF RES	PONDENT

By my signature, I hereby confirm I am a principal or have been duly authorized by the principal/board, to sign on behalf of the above named.

SIGNATURE OF RESPONDENT

5.4 Appendix D – Pricing Schedule.

Total Tender Price excluding HST
HST

5.5 Appendix E - Agreement Acknowledgement

MANDATORY COMPLETION

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Respondent for the provision of a Development Approval Process for the Township, upon final approval from Council:

Further to the preparation of the Engagement Letter, including any amendments agreed to by both parties during the engagement term outlined in this document or other related documents, the Successful Respondent hereby acknowledges, by signing below, that any information included in the submission, including the RFP document, Form of RFP, Appendices and/or other submission requirements, will become public information and form part of the awarded engagement.

The Township encourages the use of business/professional information only in all submissions.

It is acknowledged that the Engagement Letter will be reviewed and agreed upon by both parties prior to signing, and shall constitute a binding contract between the Successful Respondent and the Township, and the successful Respondent shall complete the Work or provision of Goods and/or Service(s) as described in accordance with the provisions, specifications and conditions outlined in the Engagement Letter, this document and other related documents and the Successful Respondents submission to this RFP; and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

In the event that the terms and conditions outlined in the Engagement Letter, this document and related documents and the Successful Respondents submission to this RFP are conflicting or contradictory, the terms and conditions outlined in the Engagement Letter shall prevail.

Acknowledgement

Iand agree to the requirements outlined in A	, confirm that I have read, understand ppendix E – Agreement Acknowledgement.
Signature	 Date

5.6 Appendix F – Delivery Notice

MANDATORY COMPLETION

Complete and affix this delivery notice to your Tender submission envelope.

RFP No. ADMIN 25-003			
Development Approval Process			
Deliver To:			
Township of Minden Hills 7 Milne Street, P.O. Box 359 Minden, ON K0M 2K0			
Attention: Cathy King			
Respondent's Company Name:			
Received By: at the Municipal Office,			
On theday of, 20 atam/pm			
From:			
(Name of Person or Organization Delivering Documents)			
Respondent's Contact information for communique from the Township: Contact Individual:			
Contact e-mail:			
Contact phone:			
THIS DELIVERY NOTICE			

IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION