

Request for Service (RFS)

RFS No 2018-10-25

Planning Services

Local Planning Appeal Support Centre

700 Bay Street, 12th Floor

Toronto, On M5G 1Z6

Issue date: October 25, 2018

Closing date: November 15, 2018

Issue Entity: Local Planning Appeal Support Centre

Contact: Cheryl Aylward, Manager, Strategic Business Services

Available in French, upon request

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1. INTRODUCTION

1.1 Invitation

The Local Planning Appeal Support Centre (LPASC) hereby issues a Request for Services (“RFS”) for Planning Support Services to be provided on an on-call basis.

LPASC provides members of the public with information, advice and representation on planning matters. As a small agency of the Government of Ontario, LPASC’s service delivery model requires that it have the flexibility to call upon additional service capacity to meet temporary increases in case load or the need to draw on special expertise, such as bilingual planning services or services with a regional focus.

To increase LPASC’s capacity to deliver on its mandate, the aim of this procurement is to create a roster of planners to deliver services of the RFS across Ontario and provide services in English and French, upon request. Planners will work under the direction of LPASC, following its approach to service delivery, eligibility criteria, tracking and reporting.

1.2 Background Information about the Local Planning Appeal Support Centre

In April 2018 the Ontario Legislative Assembly passed new legislation entitled the *Local Planning Appeal Support Centre Act, 2017*, establishing the Local Planning Appeal Support Centre (“LPASC”). The Centre is an independent agency of the Province of Ontario that helps people understand and navigate the land use planning and appeals process in Ontario. Since its opening in April 2018, LPASC has been working towards offering a full suite of services related to planning matters in Ontario, including information, advice, and representation.

The Centre’s mandate is to help the public understand and navigate the land use planning and appeal process in Ontario. LPASC provides guidance to assist the public in understanding how to participate meaningfully in the planning process. LPASC helps parties find a path to resolution as quickly as possible by promoting early engagement and early resolution of matters to reduce cost, reduce the number of appeals, and support good decision making and outcomes in line with provincial and local planning policies.

At the pre-application level, LPASC assists clients in understanding the planning proposal and the policy framework; in framing concerns in land use planning terms; in encouraging participation in early engagement and resolution, and in drafting submissions to submit to municipal council, or preparing to speak at public meetings.

At the post-municipal decision level, LPASC assists clients with information about the appeal process, completing appeal forms, preparing the appeal record, case synopsis, affidavits and other relevant documents, preparing for case management conferences, attending mediations and/or hearings.

1.3 Interpretation

All references to days in this Invitation are to Business Days, unless expressly set out otherwise. All references to 'days' in any Quote will be deemed to be to Business Days.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other Ontario provincial government holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any day which the government of the Province of Ontario has elected to be closed for business.

"Quote" means the non-binding offer for the provision of Services to the Local Planning Appeal Support Centre (LPASC) submitted by the vendor in response to this Invitation.

"Services" means the services for which submissions are being sought by way of this Invitation, as more fully described in Section 10.

1.4 Timetable

The following is the schedule for this Invitation:

Issue Date of Invitation	October 25, 2018
Requested Submission Date	November 15, 2018 by 5:00 p.m.
LPASC Representative	Cheryl Aylward caylward@lpasc.ca 647 499 1657

1.5 Inquiries and Interpretations

Any questions about this RFS are to be emailed to caylward@lpasc.ca by **November 2, 2018**.

Interpretations or clarifications considered necessary in response to such questions will be issued to all parties by **November 9, 2018**. Questions received after **November 2**, will not be answered.

LPASC will be the sole and exclusive judge of quality and compliance of Services submitted. LPASC reserves the right to award this contract in any manner it deems to be in the best interest of LPASC and make the selection based on its sole discretion, including negotiating with one or more of the vendors.

1.6 Submission of Service and Due Date

Submissions are due to LPASC by **5:00 p.m. on November 15, 2018 electronically to Cheryl Aylward, Manager, Strategic Business Services, in PDF format.**

Please indicate: **Response to RFS for Planning Services LPASC** in the subject line of your email.

Late Submittals: Any responses submitted after the due date in Section 1.4 will not be considered.

All materials submitted in response to the RFS become the property of LPASC.

1.7 Conditions Established by LPASC

Any proprietary information submitted in response to this RFS shall be clearly marked and will be handled in accordance with applicable provincial laws. Neither cost information nor any response in total will be considered proprietary.

This RFS is a solicitation and not an offer to contract. LPASC reserves the right to issue clarifications and other directives concerning this RFS, to require clarification or further information with respect to any Service received, and to determine the final scope and terms of any contract for services, and whether to enter any contract. The provisions herein are solely for the fiscal responsibility of LPASC and confer no rights, duties or entitlements to any vendor.

2. COSTS INCURRED BY VENDOR

Costs for developing a response to the RFS, interviews, and contract negotiations are entirely the obligation of the vendor and shall not be charged in any manner to LPASC.

3. SUBMISSIONS

3.1 Submissions Made Only in Prescribed Manner

To be eligible for consideration, you must be a vendor that has been invited to submit a Quote, and you must complete and submit the Submission Form using the form provided in Appendix A (Submission Form), and thereby acknowledge your acceptance of the terms and conditions of this Invitation.

Other than inserting the information requested and signing the Submission Form, you should not make any changes to the format of the Submission Form or qualify in your Quote the acknowledgements contained in the Submission Form. Submissions containing any qualifications, whether on the face of the Submission Form or elsewhere in a submission (including the cover page or e-mail), may not be considered by LPASC in its sole discretion.

You should provide your Submission Form by e-mail to the LPASC Representative. Any unaltered Submission Forms submitted by e-mail to the LPASC Representative will be deemed to be received once the e-mail has entered into the e-mail inbox of the LPASC Representative.

Quotes are to be directed only to the LPASC Representative. At LPASC's discretion, the LPASC Representative may confirm receipt of the Submission Forms. If you do not receive confirmation of receipt of your Submission Form, it is your responsibility to ensure that the LPASC Representative has properly received your Submission Form.

LPASC shall not be responsible for any e-mail delivery issues or any other technical problems with regard to the submissions.

3.2 Acceptance, Revocation and Rejection of Quotes

LPASC may accept or reject all, or any part of a Quote. Adjustments to Quotes will not be considered. If a vendor wishes to alter their Quote after it has been submitted, the vendor must withdraw the Quote and submit a new Quote prior to the requested submission date.

3.3 Evaluation of Submissions

Quotes will be evaluated on the basis of the vendor's response to all information requested in this Invitation, including but not limited to the vendor's experience and qualifications, the quoted pricing, the timeframe proposed for delivery of the Services, and any other requirements specified in section 8.

4. SELECTION OF VENDOR

Upon selecting a vendor, the LPASC Representative will notify the selected vendor(s) by contacting the Vendor's Representative. A Service Agreement will be entered into that will constitute a legally binding contract.

Any service agreement entered by LPASC and bidders is on a non-exclusive basis.

LPASC may conduct such investigations, as it deems necessary, to assist in the evaluation of any Service.

5. CONFLICT OF INTEREST

If, at the sole discretion of LPASC, a vendor is found to be in a Conflict of Interest, LPASC may, in addition to any other remedies available at law or in equity, choose not to consider the Quote submitted by the vendor.

In this Invitation "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the this procurement process, the vendor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including (i) having, or having access to, information in the preparation of its submission that is confidential to LPASC and not available to other vendors; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity or competitiveness of procurement process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a contract with LPASC, the vendor's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

6. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Information provided by a vendor may be released in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31. Any information in a Quote or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by LPASC should be identified. The confidentiality of such information will be maintained by LPASC, except as otherwise required by law or by order of a court or tribunal. Invited vendors are advised that their Quotes will, as necessary, be disclosed on a confidential basis to LPASC staff retained for the purpose of evaluating or participating in the evaluation of this submission.

A vendor that submits a Quote consents to LPASC's collection of the information as described under this Invitation for the uses contemplated under this Invitation.

7. TERMS OF REFERENCE

The following terms and conditions apply to this Invitation:

- (a) neither party shall have the right to make claims against the other with respect to this process, the selection of any vendor, the failure to be selected to provide the Services, or the failure to honour submissions prior to the issue of an agreement;
- (b) no legal relationship or obligation regarding the procurement of any goods or services shall be created between any vendor and LPASC prior to the issue of an agreement;

- (c) the terms and conditions of the agreement are non-negotiable;
- (d) the scope and quantity of services described in Section 8 represent the estimated requirements of LPASC at the time this Invitation is issued, and LPASC may, in its sole discretion, vary the scope and quantity of services before entering into an agreement with the successful vendor(s);
- (e) LPASC may make public the names of any or all vendors;
- (f) LPASC may elect not to consider a vendor whose submission contains misrepresentations or any inaccurate, misleading or incomplete information;
- (g) LPASC may cancel this process at any time;
- (h) LPASC may elect not to procure the services that are the subject of this Invitation.
- (i) LPASC may seek subsequent information or initiate discussions with any vendor, including vendors who did not respond to this Invitation;
- (j) subject to obtaining all internal approvals that may be required, LPASC may initiate direct negotiations for the procurement of any good or service with any vendor or vendors regardless of whether the vendor or vendors responded to this Invitation;
- (k) LPASC may elect to proceed by way of open tender call where all potential vendors, including those who did not respond to this Invitation, are eligible to compete for the award of a contract for the supply of any good or service; and
- (l) the vendor agrees to all of the terms set out in this Invitation.

8. SCOPE OF SERVICES

8.1 Overview of Service Requirements

The scope of work requested includes providing occasional, on-call planning support on matters that are within the mandate of LPASC, as described above, over a one-year period, with possible extension, commencing upon the date a Service Agreement is executed.

The total amount of all billings executed under this Service Agreement shall not exceed **\$25,000** for the fiscal year ending **March 31, 2018**.

The Services to be provided shall consist of the following:

- On-call professional planning services, including but not limited to:
 - providing pre-application and application-stage planning advice and direction to applicants (or potential applicants),
 - conducting initial interviews and providing summary planning advice and direction,
 - assistance drafting appeals
 - promoting early resolution where possible.
 - assisting clients with the LPAT appeal process,
 - preparing the appeal record, case synopsis, affidavits and other relevant documents,
 - preparing for case management conferences,
 - attending mediations and/or hearings, by either Senior or Junior Planning staff as deemed appropriate;
- Documenting the services provided and providing a debrief to LPASC on the services provided
- Provision of services across Ontario, and provide services in English and French, where possible
- Services rendered to be in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*
- The Services are to be carried out during LPASC's normal working hours, which are 8:30 to 5:00, Monday to Friday inclusive.

8.2 Other conditions

The Planning Vendor Firm must meet the following conditions in order to be considered as a vendor:

- Attest that all Services to be provided will comply with Planning laws and regulations; and that Planners assigned to files are Registered Professional Planners (RPP).
- Demonstrate experience providing planning advice, including knowledge and experience in providing planning advice as a result of the changes that have occurred to the Planning system based on Bill 139, *Building Better Communities and Conserving Watersheds Act, 2017*.

- Detail proposed hourly rates per planning service type.
- Reimbursable expenses: In addition to hourly rates, prospective vendors are to detail typical types of expenses for reimbursement at cost and any additional administrative fee to be charged. NOTE: Any expenses must meet the requirements set out in the Province of Ontario’s Travel, Meal and Hospitality Expenses Directive. No expenses will be reimbursed for any hospitality, incidental or food expenses, as set out in the Directive.
- Contract terms and conditions will be finalized upon selection of the winning bidder for this RFS. All contractual terms and conditions will be subject to review by the Manager, Strategic Business Services, Registrar and legal counsel.
- The vendor representative agrees to sign a confidentiality agreement on behalf of the vendor organization and its employees providing services.
- Assurances that services rendered will be in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA).

8.3 Ownership of Intellectual Property

Unless otherwise specified in the RFS and Service Agreement, the Vendor reserves the copyright in the work executed while performing services under the Service Agreement and LPASC will have a non-exclusive license to use any work produced from the course of performing services under the Service Agreement.

Documents, raw data and such materials conceived of, completed or produced in the course of performing services under the Service Agreement will belong to LPASC.

8.4 Insurance Certificates

(i) Minimum Insurance Coverage Requirement

LPASC requires Vendors to provide insurance certificates for the insurance coverage requirements of not less than \$2 Million per occurrence for Commercial General Liability (CGL) Insurance and not less than \$2 Million per claim for Errors and Omissions (E&O) Liability Insurance (“**Minimum Insurance Coverage Requirement**”).

Prior to signing the service agreement, the Vendor must provide valid certificates of insurance for the Minimum Insurance Coverage Requirement to LPASC.

If the Vendor has not provided the required certificates of insurance for the Minimum Insurance Coverage Requirement to LPASC, the service agreement cannot be signed and work cannot commence until such time as the Vendor submits the required certificates of insurance.

Note: Vendors are to ensure that the Insurance Certificates to evidence the Minimum Insurance Coverage Requirement include the following coverage

Commercial General Liability Insurance, in the amount of not less than two (2) million dollars (C\$2,000,000.00) per occurrence:

- a) the Indemnified Parties* be added as additional insureds with respect to any liability arising in the course of the performance of the Vendor's obligations under the service agreement or arising otherwise in connection with the service agreement;
- b) cross liability;
- c) a contractual liability coverage endorsement;
- d) a products and completed operations endorsement;
- e) a non-owned automobile coverage with blanket contractual endorsement
- f) an employer's liability coverage endorsement, if the Vendor is not subject to the WSIA; and
- g) 30 days written notice to LPASC of cancellation, material change or termination.

* "Indemnified Parties" means LPASC's directors, officers, advisors, and employees

Errors and Omissions Liability Insurance, in the amount of not less than two (2) million dollars (C\$2,000,000.00) per claim and in the annual aggregate.

Insurers must have a secure A.M. Best rating of B+ or greater, or equivalent.

9. REQUEST FOR SERVICE

9.1 Proposal Outline:

To assist LPASC in its review, please include in your response:

- A summary overview of your firm's experience in providing planning services to clients; as well as the CV's of any staff that would be providing any aspect of the service.
- A summary of your knowledge and experience with Ontario's overall Land Use Planning system and the changes to the system as a result of Bill 139 and Bill 73;
- Your estimated fees, on an hourly basis, for providing information on land use planning, guidance on LPAT Tribunal procedures, and advice or representation.

- A copy of your firm's proposed engagement letter;
- Your expectations of LPASC staff in providing guidance on its processes and procedures in applying LPASC's service delivery framework and eligibility criteria to provide professional services;
- Ability to provide services across Ontario, in English and French, where possible
- Brief description of training provided to staff to enable them to provide accessible services, in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*.

10. SERVICE EVALUATION

Only complete submittals will be evaluated.

Evaluations of Services will be based on the following criteria and as set out below:

- Demonstrated ability to provide timely and efficient planning advice and guidance, upon request
- Relevant experience of firm
- Price for the Scope of Services and Request for Services (Sections 8 and 9) requested
- Costing for typical disbursements and percentage mark-up, if applicable
- Other factors that may be determined by LPASC to be necessary or appropriate in its discretion including interview of top-selected candidates if required.

10.1 Evaluations of Submissions

LPASC will evaluate Quotes in two stages.

Stage I will consist of a scoring by LPASC of each Quote on the basis of the non-price criteria described in sections 10 and 11, and Stage II will consist of a scoring by LPASC of the price quoted by each vendor as described in sections 4 and 5 of Appendix A. The scores from Stage I and Stage II will be added at the conclusion of the evaluation.

10.2 Stage I Evaluation of Non-Price Criteria

The following is a list of the criteria that will be evaluated by LPASC and the number of available points corresponding to each criterion.

Criteria and Description	Available Points
Experience and qualifications providing Professional Planning Services	37 points
Ability to provide services across Ontario in French	8 points
Ability to provide services in compliance with AODA	5 points
Total Points	50 points

10.3 Stage II Evaluation of Pricing

Criteria and Description	Available Points
Billing rates by level of staff	45 points
Typical disbursements cost per type and any mark-up to be applied:	5 points
Total Points	50

10.4 Overall Score

Criteria and Description	Available Points
Stage 1 Evaluation of Non-Price Criteria	50 points
Stage 2 Evaluation of Pricing	50 points
Total Points	100

APPENDIX A- SUBMISSION FORM

INSTRUCTIONS TO VENDORS: Please complete this Submission Form and return this Submission Form to the LPASC Representative by the date specified in section 1.4.

Quote Number: 2018-10-25

To: Local Planning Appeal Support Centre

1. Vendor Information

- a. The full legal name of the Vendor is:

- b. Any other relevant name under which the Vendor carries on business:

- c. The Vendor's address, telephone and facsimile numbers are:
Address:
Telephone:
Fax:

- d. The name and title of the Vendor's Representative:
Name:
Title:

- e. The mailing address, phone number and e-mail address of the Vendor's Representative:
Address:
Telephone:
E-mail Address:

2. Submission Requirements and Accuracy of Information

The Vendor accepts the terms as set out in this Invitation. While the Quote in this Submission Form is provided for evaluation purposes only and is not legally binding, the vendor hereby confirms that the information provided is accurate.

3. Description of Experience and Qualifications (30 points)

Each vendor is requested to provide the following information:

- (a) a brief description of the vendor;
- (b) a description of the services that the vendor has previously and/or is currently delivering, with an emphasis on experience relevant to the Services described in the Invitation;
- (c) the name and title of each of the individuals that the vendor is proposing to perform the Services and their relevant respective expertise;
- (d) its knowledge, skills and expertise in the following areas:
 - Providing professional planning services for pre-application and application-stage planning and legal services to applications (or potential applicants), including conducting initial interviews, reviewing application; drafting appeal forms, and promoting early resolution where possible, such as:
 - a. assisting clients with the LPAT and/or previous OMB appeal process
 - b. completing appeal forms
 - c. preparing the appeal record, case synopsis, documents and submissions
 - d. preparing for case management conferences, mediations and hearings
 - e. drafting affidavits by either Senior or Junior Planning staff as deemed appropriate (37 points)
 - Providing services in French across Ontario (8 points)
 - Providing services in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) (5 points)

- (e) references from three clients who have obtained similar services from the vendor in the last **2 years** as those requested in this Invitation.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	

Date Work Undertaken:	
Nature of Assignment:	

4. Billing rates by level of staff Quoted Price (45 points)

The Quoted Price for the Services described in Part 8, inclusive of any changes agreed to by the parties, shall be provided in Canadian funds, inclusive of all applicable duties and taxes.

Named Individual	Name of Role (what aspects of the service can they provide, if not all)	Per hour rate	Per Diem Rate
			\$
			\$

5. Disbursements Pricing (5 points)

Typical Disbursements

Description of Typical Disbursements	Typical cost per disbursement type	% mark-up (if applicable)

6. Timeframe for Delivery

Upon receipt from LPASC of a service agreement, the Services can commence within **5 Business Days** and will be completed within the timeframes specified in section 10.1 of the Invitation.

**[INSTRUCTIONS: SET OUT THE FULL
LEGAL NAME OF THE VENDOR]**

Per:

Signature:

Name:

Title:

Date:

I have authority to bind the Vendor.