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Request for Proposal

F31-CS-PD-2016-1

for the

Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan

Please submit one signed original of the complete proposal using the attached forms, plus four additional complete hard copies and one electronic copy on a CD or DVD, in a sealed envelope quoting the above proposal number and the closing date. Submissions must be received before 3:00:00 p.m. local time, Wednesday, February 10, 2016 by:

The Corporation of the City of Kingston

c/o Office of the City Clerk

First Floor Counter, South Wing

City Hall, 216 Ontario Street

Kingston, ON K7L 2Z3

RFP Number: F31-CS-PD-2016-1

Closing Date: 3:00:00 pm, Wednesday, February 10, 2016

Proposals must be received before the above mentioned time and date, in accordance with the attached Request for Proposal forms, Specifications, Instructions to Vendors and Standard Terms and Conditions.

Contact:

Sonya Bolton, Senior Planner
Planning, Building and Licensing Services
Email: sbolton@cityofkingston.ca

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Part A. The Project and Proposals

1. Introduction

The Corporation of the City of Kingston (the City), Community Services, Planning, Building and Licensing Services invites proposals from qualified proponents interested in providing consulting services for the Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan, as specified in this request for proposals document.

The requirements for the responses to this Request for Proposal (RFP) are described in this document. The proposal must meet all the requirements as outlined.

The City, at its sole discretion, reserves the right to refuse any proposal and to re-issue this RFP.

2. Term of the Project

The project will commence when a contract has been signed and will run for approximately six to eight months.

3. RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion.

Release of RFP:	January 13, 2016
Deadline for Submitting Inquiries:	3:00:00 p.m., January 27, 2016
Deadline for Responding to Inquiries:	3:00:00 p.m., January 29, 2016
RFP Closes:	3:00:00 p.m., February 10, 2016
Interviews for short-listed firms:	Early March 2016
Final Selection:	Late March or early April 2016

Notification of any changes or revisions to the RFP, including responses to questions, will be issued to all proponents registered on Biddingo. Each addendum shall form an integral part of this RFP. If any addendum is issued, the City may at its sole discretion extend the deadline for submission of responses for a reasonable period of time.

4. Project Authority and Involvement

The Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan will be prepared for the City of Kingston and does not involve any other levels of government. The Council of The Corporation of the City of Kingston is the principal client and is responsible for all matters related to the study, including all contract terms, the study design, conduct, timing, cost, and adoption and/or approval.

The Planning Division of Planning, Building and Licensing Services shall be responsible for overseeing the conduct of the project from inception to completion and for preparing

recommendations that are to be forwarded to City Council, after consultation with stakeholders and the Planning Committee.

The evaluation of proposals and the consultant team selection process for this RFP will be conducted by the Planning Division. Staff from other City Departments and/or stakeholder groups could also be involved in this process, as required.

Following the awarding of the contract, staff of the Planning Division shall act in the contract administration function and project management role and as such will provide on-going liaison between City of Kingston departments and the consulting team. Groups such as Engineering, Utilities Kingston, Environment and Sustainable Initiatives, Real Estate and Land Development, Parks Development, Transportation Services, and Housing and Social Services may also be involved as City stakeholders. There will be individual stakeholder meetings and occasional group meetings.

City Council approved the release of this RFP by resolution on December 1, 2015 through Report Number 16-007.

The selection of any successful Proponent will be by the City upon review and recommendation by staff. The award of this RFP may require Council approval.

Any and all inquiries must be direct to the staff member indicated in Section A.6 below.

5. Project Stakeholders

This project is the sole responsibility of Planning, Building and Licensing Services (Community Services Group) of The Corporation of the City of Kingston, without the involvement of any direct partners. All affected City Departments and Committees and the residents of the City of Kingston are considered to be key stakeholders, and therefore, a full public consultation process will be required. Please refer to Section B.5 for details regarding public consultation.

Any and all inquiries must be direct to the staff member indicated in Section A.6 below.

6. Inquiries

Any clarification of this document, or request for additional information, must be received by 3:00:00 p.m. on **Wednesday, January 27, 2016** in writing by email to:

Sonya Bolton, Senior Planner

Planning, Building and Licensing Services

Email: sbolton@cityofkingston.ca

No officer, agent or employee of the City is authorized to alter orally any portion of these documents. Any alterations required will be issued to all registered proponents as written addenda. Addenda shall be considered as an integral part of the RFP documents. The proponent shall list in its submission, all the addenda that were considered when the proposal was prepared. Although every effort will be made to ensure that proponents receive all the addenda, it is the responsibility of each proponent to ensure all addenda issued have been received.

If a proponent believes that the conditions of this RFP will restrict it unnecessarily in any way, it should so state in its proposal and clarify possible alternatives. Any deviation from the stipulated conditions should be given in detail with an explanation as to why they are being proposed.

The City reserves the right to accept any proposal as submitted without prior negotiations. It is the responsibility of the proponent to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

7. Proposal Content

Each proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the goods and services required. Proposals must include:

- a. A signed copy of the Form of Irrevocable Offer (refer to Part D; any RFPs that do not include this form will be disqualified).
- b. Evidence of Insurance on the City of Kingston Insurance Certificate (refer to Appendix F) and evidence of a current WSIB Clearance Certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract.
- c. The legal name and form of the firm(s), a company profile(s) (specify the parent company if applicable), an overview of the experience of the firm(s) in providing similar services or goods to the public sector, and any other relevant information to demonstrate its strength relevant to this RFP.
- d. A description of the consultant team and all subcontractors, including an outline of the personnel that will be assigned to the work program, including their background, qualifications, related experience on similar projects, curriculum vitae, and any licenses and certifications pursuant to provincial and federal laws and regulations. Detailed curriculum vitae may be included as an addendum to the proposal.
- e. Completed Appendix E – Contact Information & References. A minimum of three references, preferably from the municipal or public sector. References shall be of recent projects of a similar scope or magnitude undertaken by the proponent. Each reference will include the name of the client, contact name, address and telephone numbers. Note that the City and/or staff that are currently employed with the City or any individual employed by the City during the most recent contract term for this service must not be listed as client references or utilized to provide letters of recommendation, letters of acknowledgement or similar documentation meant to provide the same information.
- f. Excerpts of similar projects completed to date demonstrating the writing skills of key project personnel and consulting team experience. This may be included as an addendum to the proposal.
- g. A statement of cost that reflects the total all inclusive upset cost in Canadian dollars including disbursements, an estimate of personnel allocation, including the number of hours to complete tasks, and all other related charges, and excluding the Harmonized Sales Tax (HST). This statement should also reflect a *per diem* rate for any OMB appeal.

- h. A detailed description of the proposed work plan, approach and methodology that will be undertaken for this project. The work plan should include details about the various methods to be used to engage stakeholders in the community. The work plan shall clearly identify each item as outlined herein and the person-hours and fees associated with each task.
- i. An outline of the proposed project timeline and schedule delineating client meetings, public presentations, committee meetings and other critical project deliverable dates.
- j. A discussion of any possible conflicts of interest with the City of Kingston.
- k. A description of the company's Health and Safety Policy.
- l. A description of how the company complies with the *Accessibility for Ontarians with Disabilities Act, 2015*. For organizations with 20 or more employees, attach a copy of your Customer Service Accessibility Compliance report that was filed through Service Ontario.

8. Evaluation of Proposals

The City is committed to enhancing the environmental, economic, social and cultural sustainability of our organization and our community through the thoughtful purchasing of goods and services. Although purchase price is an important element in the evaluation of proposals, there are other factors that the City considers valuable in evaluating responses.

The City intends to select a proponent on the basis of demonstrated experience, quality of work and best overall value to the City as demonstrated by the proposal which attains the highest score out of the maximum 100 points available based on the following evaluation criteria:

a. Understanding of Objectives **5%**

b. Experience and Qualifications of the Project Team **30%**

As part of the evaluation of the proposals, preference will be given to those consulting teams that can illustrate the following:

- 1) expertise in community engagement;
- 2) experience revitalizing old industrial zones;
- 3) experience with integrated active transportation;
- 4) expertise with creating great public spaces;
- 5) expertise in environmental sustainability; and,
- 6) experience with international city visions.

c. Proposed Work Plan and Quality of Approach and Submission **30%**

d. Accessibility Standards for Customer Service, Ontario Regulation 429/7 5%

Ontario Regulation 429/7 is made under the authority of the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA). The proponent must provide required documentation that they are in compliance with the Accessibility Standards for Customer Service. For organizations with 20 or more employees, attach a copy of your Customer Service Accessibility Compliance report that was filed through Service Ontario. All components of the public engagement plan for this project must be accessible, and any documents provided for posting to the City's public website must meet Web Content Accessibility Guidelines (WCAG) 2.0 Level AA standards as outlined in the AODA.

e. Pricing and Related Costs 30%

Prices are to be quoted in Canadian Dollars, excluding taxes.

Pricing must be all inclusive of the components required to complete this work.

Evaluation points for the purchase price criteria will be awarded using a pro-rated methodology whereby the lowest price submission will receive the maximum available points (30) for purchase price. Higher price submissions will receive a pro-rated reduction in points in relation to the variance to the lowest priced submission. For example:

$$\text{Cost Proposal Score} = \frac{\text{Lowest Qualified Financial Proposal}}{\text{Financial Proposal}} \times 30 \text{ points}$$

The successful proponent shall have no potential conflicts of interest in the City of Kingston such as being retained to a private client who could be affected by the results of this study.

An evaluation team comprised of staff members will review all proposals received and score them in relation to the evaluation criteria and points identified in this section. The evaluation team will interview short-listed proponents in person or via electronic or conference call means. Selection of the successful proponent may be subject to review and approval by City Council.

The Respondent agrees that the City, if deemed necessary, verify with the Respondent or with a third party the information provided in any response.

9. Submission of Proposals

Proposal documentation, a signed and sealed Form of Irrevocable Offer (Part D), and all required content as per Section A.7 must be submitted in a complete proposal package. Proposals should not exceed twenty (20) typed pages, excluding appendices. Proposals that exceed twenty (20) pages may be rejected.

One signed original proposal, plus four additional complete hard copies and one electronic copy (on a CD or DVD) in a sealed envelope, clearly marked as to its contents as "RFP Number F31-CS-PD-2016-1" will be received no later than 3:00:00 p.m. local time, Wednesday, February 10, 2016 and shall be addressed to:

The Corporation of the City of Kingston
Office of the City Clerk
First Floor Counter, South Wing, City Hall
216 Ontario Street, Kingston, Ontario K7L 2Z3

Electronic, telegraphic, telephone, or facsimile proposals will not be accepted, and proposals received after the above due date and time will not be considered.

Proposals received without a signed and sealed copy of the Form of Irrevocable Offer will not be considered.

Proposals that do not fully comply with the requirements of this RFP will not be considered.

Consulting teams responding to this RFP do so at their own risk. No cost for preparing the RFP or receiving information will be incurred by the City of Kingston.

This Copy Not for Proposal Submission

Part B. Project Requirements

1. Introduction

The City of Kingston is requesting proposals from qualified consultants to undertake a Community Visioning Exercise and Preliminary Market Analysis as Phase 1 for the North King's Town Secondary Plan. The results of this project will provide direction to subsequent phases of the secondary planning process. This Secondary Plan will be focused on supporting the revitalization and redevelopment of a significant portion of the City's urban core (Appendix A). Council has directed that the future plan for North King's Town should be exceptional, forward-thinking, livable, green and innovative. Consultant teams should include expertise in land use planning, urban design, real estate and market analysis, public consultation, and community engagement.

As part of the evaluation of the proposals, preference will be given to those consulting teams that can illustrate the following:

- 1) expertise in community engagement;
- 2) experience revitalizing old industrial zones;
- 3) experience with integrated active transportation;
- 4) expertise with creating great public spaces;
- 5) expertise in environmental sustainability; and,
- 6) experience with international city visions.

The following sections are intended to guide the preparation of proposals for the Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan for the City of Kingston. This document has been prepared by the City of Kingston under the guidance of the Director of Planning, Building and Licensing Services.

The City reserves the right to not accept any proposal and to re-issue this RFP at the sole discretion of the City.

2. Project Costs

The contract between the City of Kingston and the consultant team shall specify the project cost for the project. The cost shall be considered an upset figure, which should not be exceeded. It should be noted that the City of Kingston does not normally release budgets as part of Requests for Proposals (RFP). It is noted that project cost is one of the proposal evaluation criteria.

Further in this regard, please note the following:

- a. The cost of advertising, room rentals and refreshments required for meetings open to the public in the context of the public consultation process will be paid by the City of Kingston. The City of Kingston will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.

- b. The cost of any presentation support materials, exhibits and project products will be the responsibility of the consultant team.
- c. The proposal must outline all costs associated with supplying the identified services, including printing. The total price must be stated clearly at the outset, and the work plan shall clearly identify the person-hours and fees associated with each task. Final selection will be subject to successful contract negotiations with the preferred consultant team.
- d. The City shall pay the consultant for providing the services in accordance with the payment terms set out in the contract, provided that the cost to complete the services as set out in the proposal shall be the maximum amount that the City shall be obliged to pay the consultant, unless otherwise agreed to in writing between the parties in advance of the consultant executing any work that may be considered beyond the scope of the contract.

The consultant should consider the tax regime prevailing at the time of the contract submission closing date when determining pricing. All prices should be quoted net of applicable taxes.

3. Background of the Project

3.1 Study Area

The North King's Town Secondary Plan area is located in Central Kingston, within the urban area of the City of Kingston. It comprises approximately the northern two-thirds of the King's Town electoral district, as well as a small portion of the Kingscourt-Rideau electoral district. The Plan area is strategically located between Highway 401 and historic Downtown Kingston. The area is bounded by John Counter Boulevard and the CN rail line to the north, the Great Cataraqui River to the east (which is part of the Rideau Canal system and part of a UNESCO World Heritage designation), the Central Business District designation in the Official Plan for the downtown to the south, and Division, Patrick and Sydenham Streets to the east.

A map showing the proposed study area boundary for the North King's Town Secondary Plan is included in Appendix A. It is expected that as part of the Community Visioning Exercise and Preliminary Market Analysis, refinements to the study area boundary may occur.

3.2 Project Rationale and Context

The City of Kingston Official Plan identifies both future and completed detailed planning areas. Two of these identified areas are the Inner Harbour Area and the Old Industrial Area. In the 1980's both of these areas had secondary plans completed which were never fully implemented. Given the Council motion resulting from recent public input related to the proposed Wellington Street Extension (WSE), the expressed desire to create a long-term vision for this area of the City, and the age of the past planning studies undertaken for both the Inner Harbour and the Old Industrial Areas, the City has decided to advance the secondary planning effort for this combined area.

The proposed WSE has generated considerable public discussion in recent months. Most of the public comments received by City staff to-date have expressed doubt with the needs justification for the WSE, and a deep level of concern with the impacts of the planned roadway on the surrounding natural, social, cultural and economic environment. Beyond the specific concerns related to the WSE, there is also an expressed desire to create a long-term vision and options that will support redevelopment in both the Inner Harbour and Old Industrial Areas in a manner that promotes a sustainable, healthy, vibrant, and livable community.

The proposed study area boundary for the North King's Town Secondary Plan described above in Section 2.1 includes both the Inner Harbour and Old Industrial Areas, as well as the area between them, focused around the Montreal Street corridor, and including the former Davis Tannery, Belle Park and Belle Island, and the historic Charlesville neighbourhood (Appendix A).

The Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan are being conducted as the first phase of the secondary plan. The results from this project will be used to inform the terms of reference for the next phase of the secondary planning process.

3.3 Land Use and Built Form

Given the size of the proposed study area boundary, land use within the North King's Town Secondary Plan area is quite varied and diverse. The northern portion that includes the Old Industrial Area is mostly designated as General Industrial in the Official Plan, with some policy direction to consider Business Park type uses for the Division Street and Montreal Street corridors. South of the Old Industrial Area, properties are primarily designated Residential in the Official Plan, with some Open Space, Institutional and District Commercial designations and uses. The Inner Harbour Area is designated a mix of Residential, Open Space, District Commercial and Institutional, while the shoreline of the Great Cataraqui River is designated Environmental Protection Area, with some Harbour Area designation in the south-eastern portion. Appendix B shows an excerpt from the Land Use Schedule 3-A from the Official Plan for the North King's Town Secondary Plan area.

The Plan area also includes a number of vacant and underutilized properties, particularly in and around the Old Industrial Area. Part of this relates to the historic uses in the area (Section 2.4) and is the reason that this area is included within one of the project areas for the City of Kingston's Brownfields Community Improvement Plan (Section 2.7.c).

3.4 History of the Area

The Kingston area was originally occupied by First Nations groups, and then European settlement began in the 1600s, when the area (known at the time as Cataraqui) was chosen for a French fort and trading post. In 1758, the fort was taken by the British and destroyed, but the area remained a British trading post until the end of the American Revolution, when United Empire Loyalists settled in the area, re-naming it "King's Town", after King George III. At the time, development took place primarily along the

western shore of the Great Cataraqui River and became centred around what is now known as Princess Street, which developed as a major commercial road.

The downtown and the area north of it, known today as the King's Town District, have been the location of almost all of the City's major historic industrial activity. From its early days as a trading post at the mouth of the Great Cataraqui River to heavy industrial uses and shipment of goods by both rail and water until the 1960s, the area has undergone a number of land use transitions.

Originally, Kingston's main transportation link with the rest of the country was through its waterfront. In 1856, the Grand Trunk Railway was constructed, and later in 1859 the Hanley spur was constructed and extended down to the Canadian Locomotive Works on what was known for many years as Block D in the downtown. Industries and businesses started locating along the rail lines and included: the rail yards of both the Canadian National and Canadian Pacific Railways (now occupied by the Ministry of Health building at Wellington Street and Place D'Armes); the Anglin lumber yard and sash and door factory; the CPR four stall roundhouse at the foot of North Street; the Woolen Mill; and the former Davis Tannery site. Since the 1960s, many of the properties have been redeveloped and the rail lines have been removed.

Residential development in the area also followed the rail lines and the industrial businesses, with small suburbs locating on the outskirts of the early Town of Kingston. This included the development of Charlesville, which was named for Charles Stuart, an early landowner in the area and Sheriff of the Midland District in the early 1880s. Stuart was also the son of United Empire Loyalist Dr. John Stuart, the first Rector of Kingston, and brother of George O'Kill Stuart, the first Dean of the Diocese of Ontario. Today the historic Charlesville area is bounded by James Street to the north, Montreal Street to the east, Raglan Road to the south and Patrick Street to the west.

The southern portion of the historic Charlesville area intersects with the northern boundary of the St. Lawrence Ward, which is identified on Schedule 9 of the Official Plan as a Heritage Character Area. Located just north of the downtown, the St. Lawrence Ward is one of the oldest areas of the City with an urban style that has survived since the 1800s.

Many of the properties within the North King's Town Secondary Plan area are included on the City of Kingston Heritage Properties Register as properties of cultural heritage value and interest. Many of the properties are also considered to have high archaeological potential due to their proximity to former railways, historic roadways and the Great Cataraqui River, which is part of the Rideau Canal and is designated as a UNESCO World Heritage Site, a National Historic Site of Canada and a Canadian Heritage River.

3.5 Demographics

According to Statistics Canada's 2011 Census, the City had a population of 123,363. Population, housing and employment projections completed for the City in 2013 indicate that the City is expected to grow by almost 19,500 people by 2041 and the total number of jobs is expected to grow by 12,360. The population and employment forecasts predict

that growth will peak between 2031 and 2033, followed by a gradual decline due to lower rates of in-migration and an adequate supply of working-age people.

To help improve community planning and service delivery, the City has defined 43 distinct “neighbourhoods”. Most of these neighbourhoods include five to seven blocks with 400 to 700 residents per block, and mirror the census dissemination areas used by Statistics Canada. These blocks are grouped together as a neighbourhood based on criteria including shared social, physical and political attributes, as well as location.

The North King’s Town Secondary Plan area covers portions of two of these neighbourhoods – Rideau Heights (area number 24) and Inner Harbour (area number 25). Appendix C shows the proposed study area boundary in relation to these two neighbourhoods, and profiles on each of the neighbourhoods are available on the City’s website (online link: [Neighbourhood Profiles](#)). While the information available for the Inner Harbour neighbourhood is from the 2011 Census and 2011 National Household Survey (NHS), the information for the Rideau Heights neighbourhood is from the 2011 Census only, as NHS data for this neighbourhood is not available as the information was not of sufficient quality for planning purposes.

There are a number of similarities between the neighbourhood profiles, but while the Rideau Heights neighbourhood contains a relatively even distribution of population by age and gender, the Inner Harbour neighbourhood contains a larger portion of persons aged 20-34. Also, while both neighbourhoods have a large portion of apartment dwellings versus single-detached dwellings, the majority of such apartments in the Inner Harbour neighbourhood are fewer than five storeys in height.

3.6 Previous Studies

a. Old Industrial Area Land Use and Strategic Plan Study (1990)

The Land Use and Strategic Plan Study for the City of Kingston Old Industrial Area (OIA) was based on a multi-disciplinary assessment of land use planning, engineering, and economic influences. A Background Report was prepared in November 1990 that described the existing land use characteristics and infrastructure, current market trends, and land owner responses to a survey questionnaire. The Land Use and Strategic Plan Study was completed in April 1991, and reflected the opportunities and constraints in the OIA, as well as the input of the participants at the time, including the area landowners.

The study noted that the OIA merits renewed commitment and investment by the City, as there is potential to significantly upgrade and enhance the area as a business location. The existing businesses at the time of the study favoured the retention and upgrading of the OIA, particularly because of its valuable inner-city location, proximity to affordable housing and labour pool, and large blocks of undeveloped land. It is an excellent location, offering proximity to the high volume of traffic along Division Street and Montreal Street, and to the potential third bridge crossing at John Counter Boulevard to Gore Road. There is also a great deal of underutilized land, due mainly to rail line rights-of-way and former rail yards. It was the intent of the OIA Plan to renew the area by upgrading existing services and properties, promoting expansion onto

underutilized properties, and increasing the presence and awareness of the area as an important inner-city business and employment area.

The Old Industrial Area of the City continues to undergo a period of transition. Upgrades have been made to some streets in the study area, and land use changes have been occurring, but only on a site-by-site basis. The overall road network that was recommended has not been implemented, and therefore, significant properties (e.g., the rail yards) have not been developed as anticipated.

b. Inner Harbour Land Use Study (1984)

The Inner Harbour Study was presented in October 1984 with the goal of examining the land use transition that the area was undergoing, and produced a concept plan for the future development of the area. The study area was represented by the area bounded by River Street to the north, the Great Cataraqui River to the east, Place D'Armes to the south, and Rideau Street to the west.

Following the establishment of goals and objectives, development criteria, and an analysis of the Study Area, a Concept Plan was developed for the Inner Harbour Area. The Concept Plan anticipated that over time, the majority of the study area would be redeveloped to residential uses, with the possibility of a few exceptions. These exceptions included: a hotel in the Anglin Bay area; commercial and/or light industrial uses; a sewage pumping station at the foot of River Street; park and open space along the waterfront; and/or existing marine industrial uses (e.g., the dry dock operation). The Concept Plan also recommended either the widening of Rideau Street or the extension of Wellington Street, to increase the street traffic capacities associated with future development. These recommendations recognized that the existing Rideau Street would be near capacity based on the traffic generated by the Concept Plan. Comments were also provided on municipal infrastructure systems.

With the exception of a few properties in the area of Cataraqui Street, much of the land area of the Inner Harbour Study Area has been redeveloped.

3.7 Municipal Documents

a. Official Plan

The Official Plan for the City of Kingston was adopted on July 15, 2009 and obtained ministerial approval and came into force on January 27, 2010.

The Official Plan includes study requirements for the preparation of a secondary plan (Sections 2.1.6, 2.4.11, and 9.7.2), which are to include a full technical analysis of land use and compatibility, transportation (including transit and transportation corridors and facilities), infrastructure (water, waste water, storm water, natural gas, electric power generation and transmission, and telecommunications), natural and cultural heritage features and areas, public service facilities, phasing, and financial implementation.

Secondary plans are to be prepared, presented for public consultation, and adopted in the same manner as the Official Plan, and are to be read in conjunction with other Official Plan policy. Section 2.4.11.b of the Official Plan notes that all secondary plans

are to be prepared by the City of Kingston in accordance with the applicable policies of the Official Plan and in partnership with affected land owners.

Information regarding the Official Plan designations within the North King's Town Secondary Plan area has been included in Section 2.3 of this document, and Appendix B shows an excerpt from the Land Use Schedule 3-A from the Official Plan for the Plan area.

The City of Kingston is currently undertaking a five-year review of its Official Plan. The Official Plan, and information on the five-year review, is available on the City's website at the following link: [City of Kingston Official Plan](#).

b. Zoning By-Law Number 8499

The City of Kingston has five principal zoning by-laws and a further five site-specific older remnant zoning by-laws in effect. The zoning by-laws do not conform to the existing Official Plan and are a continuing legacy from pre-amalgamation. The zoning by-law in effect for the majority of the North King's Town Secondary Planning area is Zoning By-Law Number 8499 of the former City of Kingston, adopted in 1975. A very small portion of the Plan area adjacent to the downtown along Wellington Street and Place D'Armes is covered by By-Law Number 96-259, City of Kingston Downtown and Harbour Zoning By-Law, adopted in 1996.

The zoning by-laws are available on the City's website at the following link: [City of Kingston Zoning By-Laws](#).

It must be noted that documents on the City's website are the most recent consolidated versions but are not certified true copies. For accurate reference, copies of the official by-laws should be consulted in the Office of the City Clerk, Council Support Division.

In accordance with Section 26(9) of the *Planning Act*, the City has initiated the updating of its current zoning by-laws in order to bring them into conformity with the City of Kingston Official Plan (2010). The Comprehensive Zoning By-Law Review Project is being undertaken in a two phase approach. The first phase has been completed with the preparation of a Zoning Issues and Strategy Study. The Zoning Issues and Strategy Study identified the City's zoning issues and opportunities and provided the framework for developing a new comprehensive zoning by-law. The second phase of the Comprehensive Zoning By-Law Review Project is the actual drafting of the new zoning by-law and advancing the document to Council adoption. The City of Kingston hired Dillon Consulting to undertake both the five-year review of the Official Plan and the second phase of the Comprehensive Zoning By-Law Review project, both of which are currently underway.

c. Other Available Information

In addition to the Official Plan and the zoning by-laws, there are several studies and reports that may be relevant to the North King's Town Secondary Plan. Some of the more pertinent studies and reports include:

- Kingston's Council Strategic Priorities (2015-2018), prepared by the City of Kingston, which is available online at the following link: [Strategic Priorities](#).

- City of Kingston Commercial Land Review, prepared by Sorensen Gravely Lowes Planning Associates Inc. in association with urbanMetrics Inc., currently underway (online link: [Commercial Land Review](#)).
- Waterfront Master Plan, currently underway (link to project webpage: [Waterfront Master Plan](#)).
- Kingston Transportation Master Plan, prepared by AECOM, October 2015 (online link: [KTMP Report](#)).
- City of Kingston Employment Lands Strategy Review, prepared by Watson and Associated Economists Limited, in association with Dillon Consulting Limited, March 2015 (online link: [Employment Lands Strategy](#)).
- Development Charges Background Study and By-Law, prepared by Watson and Economists Ltd., 2014 (online link: [DC Study](#)).
- City of Kingston and Kingston CMA Population, Housing and Employment Projections, prepared by Meridian Planning and C4SE, October 17, 2013 (online link: [Population Study](#)).
- City of Kingston Brownfields Community Improvement Plan, as amended, March 2013 (online link: [Brownfields CIP](#)).
- Parks and Recreation Master Plan, prepared by Monteith Brown Planning Consultants, May 2010 (online link: [Park and Recreation Master Plan](#)).
- Wellington Street Extension Environmental Study Report, prepared by Morrison Hershfield, May 2006 (online link: [Wellington Street EA](#)).

4. Available City Resources

4.1 City Services

The City agrees to provide available information and supply the following services:

- Within a reasonable timeframe and with reasonable notice, staff required for interviews to collect information.
- For viewing and possible copying, all appropriate information, mapping, and documentation relevant to the project, including all Summary Reports prepared by staff. The City will have the sole discretion in determining what information is appropriate to be copied and given to the consultant. The consultant is responsible for verifying the accuracy of all information provided by the City.
- The cost of any advertising, room rental and refreshments required for meetings open to the public. The City will be responsible for preparing and placing all advertising and notices and renting appropriate facilities.

There are some pertinent documents, including reports, legislation, and other resource materials that may be relevant to the study (Sections B.3.6 and B.3.7).

4.2 Digital Sources of Information

Mapping is recognized as an important key element in the project. The current GIS (Geographic Information Systems) environment at the City of Kingston is an enterprise GIS based on an ESRI / ArcGIS software platform. Various other programs are used depending on the department. The Planning Division's zoning by-law mapping is currently maintained using AutoCAD (Computer Aided Design).

The City Base Mapping (CBM) conforms to specifications from the Ministry of Natural Resources 1:2000 Ontario Base Mapping. The CBM contains numerous layers representing various themes of information. The CBM is geo-referenced to Universal Transverse Mercator Projection using coordinate values in metres, based on NAD 1983.

Appropriate base mapping in ArcGIS geodatabase format will be provided to the consultant, subject to the terms of a City of Kingston Data License Agreement, which indicates the municipal ownership of the map data, requirement for City acknowledgements, and terms of any third party usage of the information. The terms of the agreement will be included in a form as part of the project contract.

4.3 Aerial Photography and Ortho Imagery

The City's imagery data consists of both contact prints and digital ortho-rectified data. Ortho-rectified digital data is geo-referenced to the City Base Mapping and parcel fabric at 1:2000 scale. Ortho-rectified data is based on air photo collection dates in April 1998, 2004, 2008, 2011, 2013 and 2015. Image files are in a TIF format.

5. Objectives and Study Approach

5.1 Objectives

The following are the main objectives of the Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan:

- a. To undertake an assessment of existing conditions to identify challenges and opportunities that may affect the future development of the area.
- b. To complete a **preliminary** market analysis which identifies Kingston's key features, differentiators and competitive advantages, and includes macro strategies to maximize the financial viability of key investment considerations for the development of the study area (e.g., infrastructure improvements, node and district enhancements, incentive program opportunities, facility construction, strategic land acquisition, etc.). It is anticipated that this preliminary analysis will provide guidance for a more detailed market assessment which will be completed as part of a subsequent secondary planning exercise. The more detailed assessment will be used to substantiate the demand for specific land uses within the study area.

- c. To develop a vision statement, key goals, and guiding principles for the North King's Town Secondary Plan which acknowledge the unique history of the area.
- d. To engage a wide selection of the community in developing the vision and guiding (development) principles for the North King's Town Secondary Plan, and to ensure that area residents and business owners, as well as the wider community, have the opportunity to provide meaningful input.
- e. To finalize the study area boundary for the North King's Town Secondary Plan.
- f. To develop a new name and identity for the Old Industrial Area.

5.2 Study Approach

The Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan are anticipated to include the following major components:

a. Communications Plan

As part of the proposals, the City is expecting the consulting teams to provide details for a Communications Plan that will include innovative ways to engage a wide cross-section of the public during the course of the exercise. It is expected that the consulting team will present this as part of their proposal, and the successful consulting team will be required to finalize the details of the Communications Plan at the beginning of the project, in consultation with the City's Planning Division and Communications Department.

The City anticipates that a dedicated web page will be provided for this project on the City's website. It is expected that the consultant will provide content for this page. It is also anticipated that the project will make use of the City's Facebook and Twitter accounts, and there is the possibility of postings on the blog maintained by the Director of Planning, Building and Licensing Services.

b. Project Start-up and Background Investigations

A project start-up meeting will be held at the outset of the assignment to identify data needs and information that may assist the consultant in advancing background investigations. The meeting will also be used to finalize the work program, project schedule, and the Communications Plan. In advance of the award of contract, planning staff will prepare a series of "Summary Reports" that will focus on land use considerations such as: property ownership, parks and open space, natural and cultural heritage resources, the existing transportation system, development constraints, and land use planning policy and regulatory controls. All relevant municipal documents and information will be provided to the consultant during the project start-up meeting. In addition to providing electronic copies of the plans, studies and other reports noted in this Terms of Reference, the City will provide the consultant access to digital data that can be used in a Geographic Information System (GIS) (refer to Section B.4).

c. Community Visioning Exercise

It is expected that information gathered through background investigations and a preliminary market analysis will be used to better-understand existing conditions and tangible opportunities for the redevelopment of the study area. The success of this visioning relies on the consultant's ability to effectively engage members of the public in meaningful dialogue to prepare a vision and guiding principles for the subsequent advancement of the North King's Town Secondary Plan. There should be multiple opportunities and methods for civic engagement, including ways to engage citizens that are often hard to reach, such as vulnerable populations. The Community Visioning Exercise should also include opportunities for the public to provide input on the proposed secondary plan area boundary and the re-naming of the Old Industrial Area. It is expected that the proposals will address in detail the components to be included for the overall exercise.

d. Final Report and Presentation

A final report outlining the results and recommendations of the Community Visioning Exercise and Preliminary Market Analysis, as well as the vision statement, key goals, and guiding principles for the North King's Town Secondary Plan, will be prepared and presented to the Planning Committee.

6. Assumptions

The following is a list of general assumptions proponents must take into account related to the proposal submission and the undertaking of this project following contract award:

- a) All proposal submissions shall be irrevocable for one hundred and twenty (120) days.
- b) All lobbying is prohibited in this RFP call, pursuant to Section 2.15 of the City of Kingston Purchasing By-Law (By-Law Number 2000-134), as amended.
- c) Prices provided must be firm for the contract period. The successful vendor will be required to submit such substantiating documentation as the City deems necessary to verify any challenged invoices.
- d) Successful vendors will coordinate the service with the designated staff member. Invoices are to be directed to the attention of the appropriate staff member and mailed to the appropriate division. Invoices shall include a detailed description of the work completed, as well as a review of the work invoiced to date and the amount remaining in the budget.
- e) The City of Kingston is a community partner to the Sustainable Kingston Plan and as such is committed to instituting practices and procurement decisions that support our shared goals for community sustainability. City staff will seek to assign preference to respondents who propose services aligned with the goals of sustainability so that due consideration for the environmental, social and cultural implications may be combined with the conventional aspects of price and performance.

- f) **Confidentiality** – The successful proponent shall at all times maintain confidentiality of all materials, transactions and all business conducted for and on behalf of the City of Kingston. Release of any information shall be only with the consent of the City of Kingston. The proponent shall not at any time before, during or after the completion of the engagement, divulge any confidential information communicated to or acquired by the proponent or disclosed by the City, Board or Corporation in the course of carrying out the engagement.
- g) **No Conflict of Interest** – Proponents chosen by the Corporation shall disclose to the Corporation, prior to entering into an agreement with the Corporation, any potential conflict of interest. If such conflict of interest does exist, the Corporation may, at its discretion, withhold the award of an agreement from the proponent, until the matter is suitably resolved. An employee of the Corporation shall not have a direct or indirect interest in a company or own a company which sells goods or services to the proponent.
- h) **Performance Clause** – In the event that the successful proponent fails to perform the services in accordance with the terms, conditions and specifications stated herein, the City reserves the right to terminate the contract on thirty (30) days' notice and obtain the services of an alternate firm without penalty.
- i) **Meetings and Subsequent Assistance** – The proponents will attend such meetings as are required to discuss their work and reports and shall provide such information as requested relating to the review.
- j) **Insurance** – In addition to the Commercial General Liability and Automobile coverage specified in Section C.18, proof of Professional Liability insurance is also required.

Any contravention of the above items may lead to the cancellation of the Contract.

7. Resource Requirements

The consultant is required to provide details on the resources they will provide and require as part of their proposal. This includes their firm's resources, third party consultants or subcontractors, and City resource requirements outside of those defined in Section B.4 above.

8. Milestones and Results

The City will identify the key milestone dates and any related deliverables as part of the proposal submission, and it is expected that the consultant will incorporate these into their work plan. These milestones and deliverables are in part dependent on the proposed program designed by the consultant for the Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan. The following are some of the main milestones and deliverables, not necessarily in order, that will be integral to the project:

- Enter into a contract with the City (early Spring 2016);
- The project commencement meeting(s) with the City (early Spring 2016);

- Finalization of the Communications Plan (early Spring 2016);
- Review and analysis of the background research (Spring 2016);
- Undertake the Preliminary Market Analysis for the study area (Spring and early Summer 2016);
- Conduct the components of the Community Visioning Exercise (Spring and early Summer 2016);
- Prepare a Draft Report for review and revision and consult with stakeholders and the public on the draft report (July and August 2016);
- Prepare a Final Report as outlined in Section 3.2.d (report due to staff one month in advance of the Planning Committee meeting and presentation); and
- Present the Final Report to the Planning Committee (October 2016).

8.1 Client Meetings

It is expected that the consultant team will meet on a regular basis, either in person or via teleconference, with representatives of the Policy Planning Group of the Planning Division and the designated Project Manager.

It is anticipated that the proposal submission (work plan) will address the actual number and timing of meetings.

8.2 Presentations

Presentations to the public are critical to the project and its implementation. All of the presentations are to be made by the consulting team within the context of an open and publicly accessible meeting, and should be designed to maximize the engagement of the public.

Also, the consulting group will be responsible for presenting the final report to the Planning Committee for their consideration. Committee directed modifications shall also be the responsibility of the consulting group. It is anticipated that these elements of the program will be specifically addressed in the proposal submission.

8.3 Timing

It is the intention of the City to issue and conduct the Request for Proposals (RFP) process in January and February 2016, with consultant selection to take place in early Spring 2016. It is expected that the Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan will be approximately six months in duration, with the final report scheduled for presentation to Planning Committee in October 2016. Any anticipated deviations from this timing should be noted in the work plan submitted with the proposal.

8.4 Study Products

The final report for the Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan will be a written document supported by illustrations, photographs, and mapping. The document shall be prepared in accordance with the requirement of this RFP, and in a format that this is accessible and compatible

for use with the City's existing systems (refer to Section B.9.2 and Appendix D). At a minimum, the report shall include the following items and shall address the objectives described in Section 3.1 of this document:

- A detailed record of the public consultation and community engagement process;
- The Preliminary Market Analysis for study area;
- Vision statement, key goals, and guiding principles for the North King's Town Secondary Plan;
- Recommendations on the final secondary plan area boundary; and
- Recommendations on a new name and identity for the Old Industrial Area.

9. Interim and Final Reporting

Prices will be subject to verification at any time. The successful proponent will be required to submit such substantiating documentation as the City deems necessary to verify pricing on invoices. The successful proponent must provide reporting on all products delivered upon request of the City.

The successful proponent shall be responsible for complying with all applicable laws and regulations related to the subject matter of this RFP.

9.1 Study Updates

The successful consultant team shall provide, on a monthly basis, a written status report to the Planning Division. The updates must outline the work completed and provide an estimate of financial commitments.

9.2 Product Delivery

All documentation for the Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan shall be prepared using Microsoft Office and/or Adobe software. All mapping will be compatible with municipal software, as outlined in Section B.4.2. Illustrations, images and photos shall be provided in TIF or JPEG format, and shall be readable by the City's software programs. All inventories, databases and mapping shall be ArcGIS compatible.

In order to ensure that the final document will be suitable for publication on the City's website, specific requirements are listed in the document entitled "City of Kingston Requirements for Web Site Publication of Consultant Reports and Associated Items", which is attached as Appendix D. All materials must be suitable for web publication in accessible formats under the *Accessibility for Ontarians with Disabilities Act*.

All draft reports are to be submitted in electronic format.

All final reports and products are to be produced in accordance with the requirements of the RFP. For the final version of all documents, **five (5) copies**, including a letter of transmittal and any maps and attachments, shall be provided along with the following:

- one (1) copy of the final document, including maps, illustrations, photographs and any appendices in a digital form on compact disk (CD);
- one (1) digital copy of the final document in its original software format;
- one (1) digital copy of any maps in ESRI shapefile (or updates as appropriate) and one full size copy of all maps;
- one (1) digital copy of ArcGIS-compatible data of any inventories or databases; and
- one (1) digital copy of photographs and photo re-imaging in TIF or JPEG format.

The delivered products resulting from the Community Visioning Exercise and Preliminary Market Analysis for the North King's Town Secondary Plan are to be owned by the City of Kingston and are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

10. Formal Contract

If a preferred proponent is ultimately selected for service delivery, the proponent shall be prepared to enter into a contract in a form that is satisfactory to the City's Legal Services Department, that will allow the City the use of concepts, products, processes produced or resulting from the services rendered by the proponent in connection with the project or which are otherwise developed or first reduced to practice by the proponent in the performance of the services for this project. This request for proposal shall constitute part of the terms and conditions of the contract award.

Part C. General Terms and Conditions

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

1. Improper Delivery

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response to this RFP will not be accepted.

2. Signing Requirements

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in the Form of Irrevocable Offer in Part D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.

3. Applicable Law

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:

- the *Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M54*;
- *Occupational Health and Safety Act, R.S.O. 1990, c.O.1*: Each proponent warrants that they have the experience, training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the City is relying on this warranty in its decision to award the contract to the proponent;
- The Corporation of the City of Kingston is required by section 5 of the *Integrated Accessibility Standards Regulation, Ont. Reg. 191/11* under the *Accessibility for Ontarians with Disabilities Act, 2005* to incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so. The Corporation of the City of Kingston has determined that it is not impracticable to incorporate accessibility design, criteria and features under this procurement. Accordingly, prospective and selected proponents / bidders are required to provide the information related to accessibility in the provision of the goods and/or services as described and requested herein or in relation to this procurement.

This RFP, each submission and the Project itself are also each subject to the provisions of the City's By-law Number 134-2000, *A By-law to Establish Purchasing Policies and Procedures*, as amended, cited as the Purchasing By-law.

4. City not liable for RFP costs

The Corporation of the City of Kingston is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

5. Required Warranties

Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that:

- i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal,
- ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor,
- iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition,
- iv. this proposal is in all respects fair and without collusion or fraud.
- v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. all materials and/or services proposed to be supplied to The Corporation of the City of Kingston conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the proposal is:
 - a. competent to perform the work described in this RFP ["the work"];
 - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
 - c. shall supply everything necessary for the performance of the work;
 - d. shall carry out the work in a diligent and efficient manner; and
 - e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.

- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of The Corporation of the City of Kingston as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the City is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

6. No Obligation to Contract

Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the City of Kingston. Submissions constitute offers which the City may or may not accept on its sole discretion. The Corporation of the City of Kingston further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the City of Kingston also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the City of Kingston further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the City. The City of Kingston reserves the right to include consideration of any outstanding claims against or by the City, any record of poor performance with the City and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the City.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of The Corporation of the City of Kingston and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by The Corporation of the City of Kingston including but not limited to those set out herein. The City reserves the right to reject an offer to supply goods and services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the City may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the City.

7. Contract Payments

Unless otherwise specified, should The Corporation of the City of Kingston enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of The Corporation of the City of Kingston, or the date on which the invoice is received, whichever is later.

8. Limitation of Liability

Unless otherwise agreed, should The Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree to hold The Corporation of the City of Kingston harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the City, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the City.

Each proponent submitting a proposal in response to this RFP specifically releases The Corporation of the City of Kingston, its staff, officers, consultants, agents, Council and councilors from and also specifically waives all liability, loss, expense, action or claim it may have in law or equity arising in any way from processes related to this RFP including but not limited to the award of contract, negotiated terms of contract, reject of proposal, evaluation of proposals, exercise of any privileges pursuant to section C6 above or for any other thing done or not done by the City or a successful proponent.

9. Dispute

In cases of dispute as to whether or not deliverables meet the requirements of The Corporation of the City of Kingston, the decision of such agent as The Corporation of the City of Kingston may appoint will be final and binding.

10. No Assignment

Unless otherwise agreed, should The Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall not, without the written consent of The Corporation of the City of Kingston, assign or subcontract any aspect of the Project or the deliverables.

11. Fit for Use

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

12. No implied Waiver

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

13. Governing Law

All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

14. Force Majeur

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

15. Deemed Satisfaction as to Submission

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by The Corporation of the City of Kingston based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

16. Default under Project

In case of a default of performance of the Project, The Corporation of the City of Kingston reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

17. Title and IP Right to the Work

Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the City upon delivery and acceptance thereof by or on behalf of the City. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the City of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the City and its employees and agents against any claim, action, suit or other proceeding for any

payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

18. Insurance

Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a “per occurrence” basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00). WSIB coverage, whether mandatory or optional, shall be provided. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the City and shall be kept in full force during the complete period. The City shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the City, and proof of WSIB coverage, before the City shall enter into of a contract in relation to this Request for Proposal, and throughout the life of the contract.

19. Enforcement

Any successful proponent will have to enter into a legally binding agreement with The Corporation of the City of Kingston. Where any breach of the terms of that agreement should occur, the City shall review all legal remedies available to it and use any appropriate remedies to protect the interests of The Corporation of the City of Kingston including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the City of Kingston in any such legal process.

20. Opening Process

The following processes shall be used when RFP submissions are opened:

- a. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
- b. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.

21. Privacy and Freedom of Information

All submissions and attached materials received in response to this [RFP/tender] are deemed to be the property of the City of Kingston as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to The Corporation of the City of Kingston (the City). Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the City shall not

withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:

- the cover letter to the tender, quotation, or proposal;
- the table of contents;
- lists of figures, tables, and appendices; and
- any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The City of Kingston cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

Part D. Form of Irrevocable Offer

I, having the authority to bind the vendor named herein, hereby offer to provide the requirements under Request For Proposal Number F31-CS-PD-2016-1 to The Corporation of the City of Kingston according to the terms set out in this proposal as well as in the Request For Proposal including the requirement for and acceptance by a formal contract acceptable to The Corporation of the City of Kingston. I also agree that this irrevocable offer shall be open to acceptance by The Corporation of the City of Kingston for a period of one hundred twenty (120) days from the closing date for the receipt of proposals.

Dated: [Click here to enter a date.](#)

(Affix Seal)

Signature of Witness
or Official

Name of Witness:
[Click here to enter text.](#)

Signature of Authorized Representative

Name and Title of Signatory:
[Click here to enter text.](#)

Vendor Name:

Address:

City:

Province:

Postal Code:

Telephone Number: ()- -

Fax Number: ()- -

E-mail Address:

Part E. Appendices

Appendix A: Proposed Study Area Boundary

Appendix B: Excerpt from Official Plan

Appendix C: Neighbourhood Profiles Map

Appendix D: City of Kingston Requirements for Web Site Publication of Consultant Reports and Associated Items

Appendix E: Contact Information and References

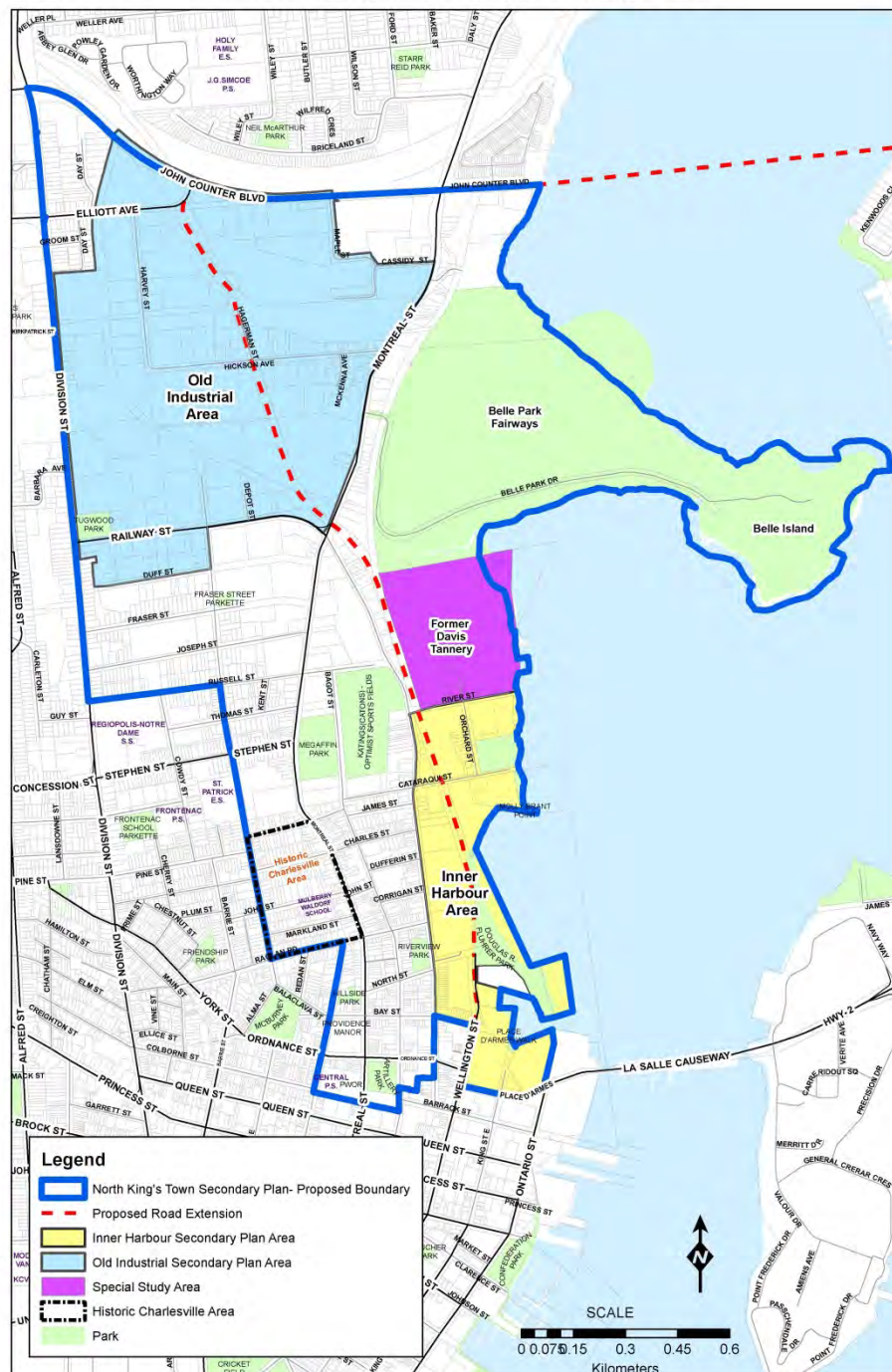
Appendix F: Certificate of Insurance

This Copy Not for Proposal Submission

Appendix A: Proposed Study Area Boundary



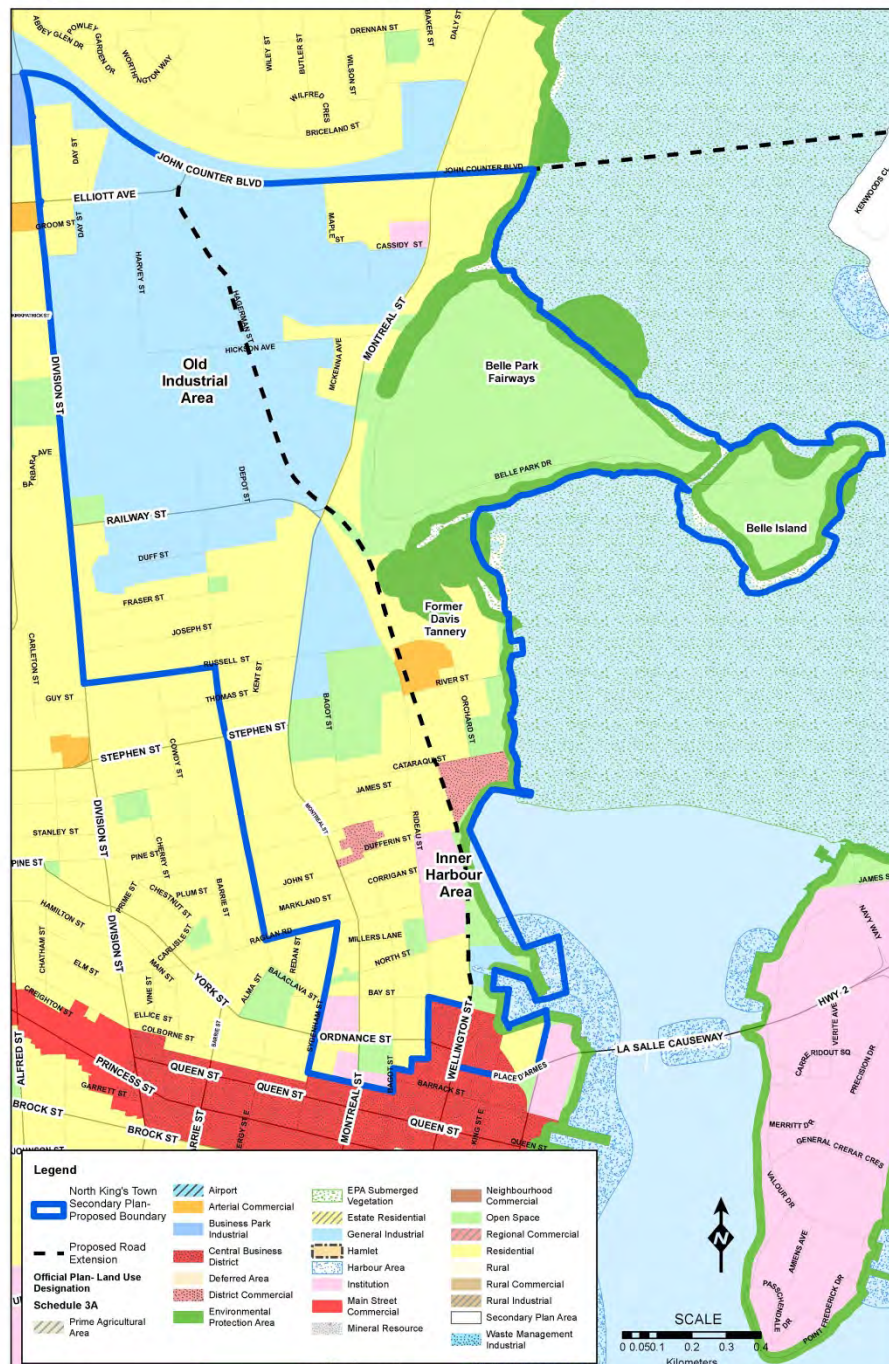
North King's Town Secondary Plan



Appendix B: Excerpt from Official Plan



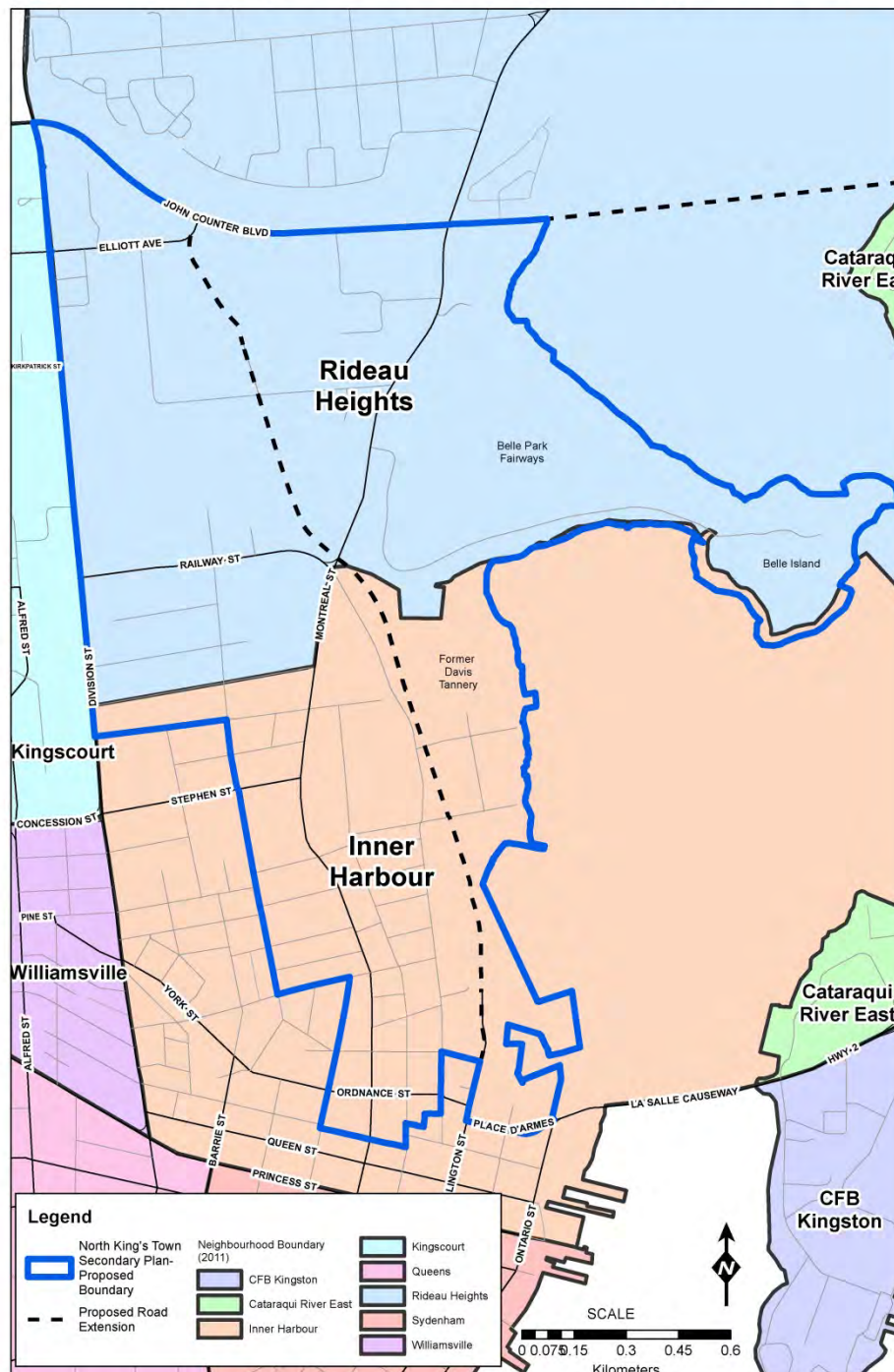
Existing Land Use Designation- North King's Town Secondary Plan



Appendix C: Neighbourhood Profiles Map



North King's Town Secondary Plan Neighbourhoods



Appendix D: City of Kingston Requirements for Web Site Publication of Consultant Reports and Associated Items

The City of Kingston engages consultants to prepare reports and materials, many of which appear on the City's web site. Information on the web site must comply with the terms of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Canadian Copyright Act*, and be suitable for web publication in accessible formats under the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA).

Legislative requirements:

- **MFIPPA:** Any piece of information that could be used to identify an individual is considered personal information. The City of Kingston notifies members of the public if the collection of personal information is necessary and may form part of a public agenda. If personal information is **not** needed to make a decision, personal information collected by a consultant should **not** be included in their report.
- **AODA:** As some people use assistive technology to help them use the Internet, it is important that the information provided on the City's web site be compatible with that technology. The City of Kingston requires that report writers/consultants, whose work will be published on the City's web site, provide the source materials of their finished work; for example, Word/DTP files and any images, art and maps used in the report submitted in their original format. Any documents provided for posting to the City's public website must meet Web Content Accessibility Guidelines (WCAG) 2.0 Level AA standards as outlined in the AODA.
- **Canadian Copyright Act:** The law of copyright also applies to the Internet, and so most individual works found there are protected: using Internet text or graphics without the permission of the copyright holder, for instance, is an infringement of copyright law. Images, art and maps contained in consultant reports submitted for publication on the City of Kingston web site must have been pre-approved by the copyright holder.

Format requirements:

- **Document size and orientation:** 8.5 x 11 (letter-sized) and portrait orientation are preferred.
- **Standard fonts:** The Canadian National Institute for the Blind (CNIB) clear print guideline recommends a minimum 12 point font size using standard fonts such as Arial or Verdana.
- **Maps/drawings:** The City of Kingston asks consultants to submit scalable maps/drawings in industry-standard graphics formats such as EPS or a vector-based PDF. **Note:** EPS or PDF files that simply encapsulate raster images do not meet this requirement. Specialty mapping/drawing formats, such as DXF/DWG, should be transformed to scalable EPS or PDF, unless documents in the specialty format were specifically requested for the project. If the maps/drawings are

embedded in another document, such as file created by word-processing or desktop-publishing software, the City of Kingston asks consultants to provide the original, scalable map/drawing documents as separate files.

- **Web ready document:** provide digitized copy of source documents, images and maps.

Source: City of Kingston – Strategic Communications Department (December 2015)

This Copy Not for Proposal Submission

Appendix E: Contact Information and References

Company contact information:

Contact Person: Click here to enter text.
E-mail Address: Click here to enter text.
Telephone Number: Click here to enter text.
Emergency Phone Number: Click here to enter text.

References provided by the proponent will be used to determine whether past performance on similar contracts has been satisfactory.

Reference 1:

Company Name: Click here to enter text.
Contact Name: Click here to enter text.
Title: Click here to enter text.
E-mail Address: Click here to enter text.
Telephone Number: Click here to enter text.

Reference 2:

Company Name: Click here to enter text.
Contact Name: Click here to enter text.
Title: Click here to enter text.
E-mail Address: Click here to enter text.
Telephone Number: Click here to enter text.

Reference 3:

Company Name: Click here to enter text.
Contact Name: Click here to enter text.
Title: Click here to enter text.
E-mail Address: Click here to enter text.
Telephone Number: Click here to enter text.

Appendix F: Certificate of Insurance



The Corporation of the City of Kingston

Certificate of Insurance

This is to certify that the insured herein named is insured as described below.
Project/Contract/Lease/Agreement/Permit/Tender to which this certificate applies:

Tender Number F31-CS-PD-2016-1
Community Visioning Exercise and Preliminary Market Analysis for the North King’s Town
Secondary Plan

Note: Only original certificates signed by your insurer or insurance broker will be accepted.

Name of Insured:
Street Number and Name (of Insured):
City: Province: Postal Code:
Telephone Number:

Type of Insurance	Insurer’s Name	Policy Number	Effective Date (YY/MM/DD)	Expiry Date (YY/MM/DD)	Limits of Liability
Commercial general liability			/ /	/ /	
<input type="checkbox"/> Umbrella			/ /	/ /	
<input type="checkbox"/> Excess			/ /	/ /	
<input type="checkbox"/> Other:			/ /	/ /	
Motor vehicle liability*			/ /	/ /	

* **Motor Vehicle Liability – as per list of vehicles on file with insurer**
Commercial General Liability – Occurrence Basis, Including Personal Injury, Property Damage Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner’s and Contractor’s Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.
Tenants Legal Liability: ☐ No **or** ☐ Yes (limit) \$ Liquor Liability: ☐ No **or** ☐ Yes \$
Amount of Deductible (property damage and/or bodily injury) \$

The Corporation of the City of Kingston, Kingston-Frontenac Library Board, the Kingston Police Services Board, Kingston Hydro Corporation, 1425445 Ontario Ltd. (Utilities Kingston) and 1425447 Ontario Ltd. have been added as **Additional Insureds (not as additional named insured)**, but only with respect to their interest in the operations of the Named Insured and in respect to commercial general liability and umbrella/excess.
This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.
If cancelled or changed in any manner that would affect the City of Kingston as outlined in coverage specified herein for any reason so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:
The Corporation of the City of Kingston, Attention: Marjorie Robinson
216 Ontario Street, Kingston, Ontario K7L 2Z3
Fax Number: 613-546-6156

Dated: [Click here to enter a date.](#)
Name of Insurance Company or Broker (completing form):
Insurer or Insurance Broker Address:
City: Province: Postal Code:
Telephone Number: ()- - Fax Number: ()- -
Name and Title of Authorized Representative or Official:

Signature of Authorized Representative or Official