

*Morden* 

# City of Morden

## REQUEST FOR PROPOSAL FOR

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### MORDEN CENTRAL BUSINESS DISTRICT SECONDARY PLAN

Request for Proposal No. COM-PE-2-24  
Issued November 12, 2024

DEADLINE FOR PROPOSAL IS:  
12:00 NOON LOCAL TIME  
DATE: Nov 28, 2022

## **PART A - PROJECT BACKGROUND AND DESCRIPTION**

### **1. Project Background**

#### **About Morden:**

The City of Morden, a vibrant and growing community in the Pembina Valley region of southern Manitoba, Canada, presents an exciting opportunity for your firm. With a population of approximately 9,929 as of the 2021 census, Morden is on a steady growth trend, primarily driven by economic immigration. This growth, supported by the city's proactive immigration initiatives and programs, has significantly contributed to its demographic dynamics, promising a future of continued expansion and development.

Morden's economy is diverse, with strong manufacturing, agriculture, and services sectors providing a stable economic base and employment opportunities. The city is also known for its high quality of life, characterized by affordable living, a range of recreational and cultural amenities, and a close-knit community atmosphere.

Morden offers a variety of housing options, from single-family homes to multi-family units. The city has been actively addressing housing needs through its Affordable Housing Strategy, which aims to increase the supply of affordable dwellings and ensure they are accessible to services, groceries, and major employers. This strategy is crucial as Morden grows and attracts a diverse population.

#### **MSTW Development Plan:**

Morden is part of the MSTW Planning District. The last MSTW development was adopted in 2015. The plan is currently under review and a final draft has been prepared by the WSP and is due for circulation. It is expected that the updated plan will be adopted by February.

#### **Development plan objectives**

The plan is designed to ensure that growth occurs in a manner that is sustainable, orderly, and beneficial to the community. The objectives related to Morden, as outlined in the development plan, focus on several key areas:

- i. **Sustainable Growth and Development:** The plan emphasizes the importance of sustainable growth that balances economic development with environmental stewardship. It aims to promote development practices that are compatible with the land base and each other, ensuring that growth does not compromise the ability of future generations to meet their own needs.
- ii. **Land Use and Zoning:** The plan sets out policies for land use and zoning that support a diverse mix of residential, commercial, industrial, and recreational uses. It aims to ensure that land is used efficiently and that different land uses are appropriately located relative to each other to minimize conflicts and promote a high quality of life for residents.
- iii. **Transportation and Infrastructure:** The plan recognizes the importance of a well-planned transportation network and municipal services in supporting growth and development. It outlines policies for developing and maintaining roads, pathways, and utilities to ensure they are safe, efficient, and capable of meeting the community's needs.

- iv. **Environmental Protection and Natural Resources:** The plan includes objectives and policies to protect the natural environment and responsibly manage natural resources. This includes measures to protect water quality, manage stormwater, preserve natural habitats, and minimize the impact of development on sensitive areas.
- v. **Housing and Community Services:** The plan seeks to provide various housing options, including affordable housing, to meet the community's diverse needs. It also emphasizes the importance of access to community services and amenities, such as parks, schools, and healthcare facilities, in enhancing residents' quality of life.
- vi. **Economic Development:** The plan aims to support Morden's economic development by providing a framework that encourages investment and business growth. This includes policies to attract new businesses, support local enterprises, and promote tourism.

## 2. **Project Description**

### **Secondary Plan for the Central District of Morden**

The Manitoba Planning Act grants the City the authority to adopt, as by-law, secondary plans which provide objectives and actions that the council considers necessary or advisable to address in a specific area of the city. Secondary Plans are valuable tools for managing land use change, promoting neighbourhood character, protecting community assets, and identifying and allocating capital investment costs. The secondary plan must be consistent with the MSTW Development Plan, and once adopted by the Council, all development must be consistent with the policies of a secondary plan.

#### **Purpose:**

The City of Morden requires a land use plan to be adopted as a secondary plan by-law for the Central District of Morden as identified in the Plan Area, which builds upon the vision established through the MSTW Development Plan. The Morden Central Business District Secondary Plan (The Plan) will be developed in consultation with City Departments, area residents, businesses, institutions, property owners and other major stakeholders such as CP Rail and MTI. The Plan will incorporate transportation and infrastructure planning with land use and community planning while striving to build consensus across all potential stakeholders. The intent is to develop the proposed area of Morden into a commercial mixed-use hub as a City Centre while retaining its downtown character as the city grows.

#### **Plan Area:**

The boundaries of the central region are delineated as follows (see Part D, Appendix A):

- **North Boundary:** The north limit of the area extends by 100 meters (300 ft approx.) to the north of Thornhill Street.
- **East Boundary:** The eastern limit is defined by both frontages of 1st Street.
- **South Boundary:** South Railway Street West's northern side marks the south boundary.
- **West Boundary:** The western edge is defined by both frontages of Mountain Street.

**Significance of The Area and Challenges:**

The proposed Central Business District is the oldest area in the city center. Its strategic location along the Hwy#3 Corridor may provide an opportunity for large-format commercial or mixed-use development while preserving the downtown character along Stephen Street. The downtown area is characterized by Suncatch Park and several historical buildings.

The area's redevelopment is currently happening on an individual lot basis without a formal area specific long-term vision through a secondary plan process and a comprehensive evaluation of the infrastructure needs. The proposed Morden Central Business District is an area in transition that represents a tremendous opportunity but requires a coordinated planning effort to reach its potential. Although the area is serviced and vacant lots or old properties are available for redevelopment, the area contains significant constraints and challenges to redevelopment:

- there is a need for substantial review/upgrades to infrastructure, especially the transportation network;
- ownership is fragmented and the area contains obsolete or underutilized land uses, buildings;
- proximity to the CPR Rail Line requires mitigation measures to ensure safety, noise and sound attenuation, and security for rail operations.
- Proximity to Hwy#3 presents challenges and opportunities. Within the area, Hwy#3 is intersected by seventeen roads running north-south within 1 mile.

The following factors drive the need for a secondary plan for the Morden Central Business District:

- transition away from individual lot developments to planned significant format developments along Hwy#3;
- improving the transportation network, including active transportation, and looking at ways to reduce the number of intersections on Hwy#3.
- preserving the downtown character along Stephen Street.

To address these issues, make the Central Business District viable for redevelopment, and retain its importance and character as Morden grows, a significant capital investment may be required. This may only make financial sense under a higher-density mixed-use redevelopment plan, adopted as a secondary plan, that capitalizes on its proximity to the downtown and development along Hwy #3.

## **PART B – INSTRUCTIONS TO PROPONENTS**

### **1. Consulting Services**

Developing a Secondary Plan for the Central District of Morden is guided by several strategic objectives to ensure the area's growth is sustainable, inclusive, and reflective of the community's needs.

The scope of work shall include:

#### **a) Objectives:**

##### **i. Sustainable Land Use and Development.**

Establish a land use framework that promotes sustainable development patterns, balancing residential and commercial needs to support economic vitality and community well-being.

##### **ii. Enhanced Infrastructure and Transportation Systems.**

Develop a plan to enhance infrastructure and transportation systems that are efficient, sustainable, and capable of supporting current and anticipated growth. This includes a strategy for improving road networks and pedestrian pathways to ensure accessibility and mobility within the district.

##### **iii. Economic Development and Investment Attraction.**

Identify and develop strategic sites for business and commercial activities to stimulate local economic growth and employment opportunities. This objective aims to attract investments and enhance the district's financial base.

##### **iv. Environmental Protection and Enhancement.**

Implement strategies to protect natural resources and promote environmental sustainability. This includes conserving green spaces, managing water resources, and integrating climate resilience measures into the proposed plan.

##### **v. Cultural and Heritage Conservation.**

Preserve and enhance the district's cultural and historical assets. Develop policies that maintain the architectural integrity and historical significance of heritage sites within the district.

##### **vi. Community Cohesion and Quality of Life.**

Foster a sense of community and improve the quality of life for all residents. This involves planning for diverse housing options, community services, and recreational facilities that meet the needs of a growing population.

##### **vii. Public Engagement and Participation.**

Ensure the planning process is inclusive and participatory, involving residents, business owners, and other stakeholders in decision-making. This will help build consensus and ensure the plan reflects the community's vision and goals.

**b) Deliverables**

Deliverables and the content each will include:

**i. Comprehensive Secondary Plan Document Report**

- **Land Use and Development Framework:** Detailed descriptions and policies regarding land use, zoning, and development standards to guide residential and commercial growth.
- **Infrastructure and Transportation:** Analysis and strategies for upgrading existing infrastructure and developing new facilities, including realignment of roads, public transit, utilities, and other essential services.
- **Environmental and Heritage Conservation Strategies:** Policies and actions to protect and enhance the district's natural resources and heritage sites.
- **Community Services and Facilities:** Plans for developing and enhancing community services and facilities such as parks, recreational areas, and public spaces.
- **Implementation and Phasing Strategy:** A phased approach to implementing the plan, including short-term and long-term actions, responsible parties, and anticipated timelines.

**ii. Maps and Visual Representations**

- **Land Use Maps:** Detailed maps showing current and proposed land use designations and distributions.
- **Infrastructure Maps:** Visual representations of existing and proposed infrastructure, including transportation networks, utilities, and public services.
- **Environmental and Heritage Maps:** Maps highlighting environmentally sensitive areas, heritage sites, and conservation zones.
- **Development Phasing Maps:** Visual timelines and maps showing the phased development and implementation areas.

**iii. Implementation of Strategies and Timelines**

- **Action Items and Responsibilities:** A list of specific actions required to implement the plan and assigned responsibilities to various stakeholders and municipal departments.
- **Timeline for Implementation:** Detailed timelines for each plan phase, including start and end dates, significant milestones, and review periods.
- **Resource Allocation Plan:** Analysis of the resources required for implementation, including budget estimates, staffing needs, and external funding sources.

**iv. Regulatory and Policy Amendments**

- **Zoning By-law Amendments:** Prepare specific amendments to the existing zoning by-laws to align with the new Secondary Plan.
- **Other Regulatory Updates:** Updates to any other local by-laws and policies as required to support the implementation of the Secondary Plan.

v. **Public Consultation Summary**

- **Consultation Process Overview:** This is a summary of the public consultation process, including the methods used, stakeholders involved, and engagement outcomes.
- **Public Feedback and Adjustments:** This section summarizes the feedback received from the public and stakeholders and how this feedback was incorporated into the final plan.

vi. **Monitoring and Evaluation Framework**

- **Performance Indicators:** Key indicators to monitor the progress and effectiveness of the plan implementation.
- **Review and Adjustment Procedures:** Procedures for periodic review of the plan's performance and mechanisms for making necessary adjustments based on changing conditions or new opportunities.

2. **Schedule**

- i) Provide a realistic schedule for the completion of the project. The city expectation is to complete the secondary plan by the end of Oct 2025.

3. **Inquiries**

General enquiries may be directed to:

Jose Antonio Yanez Lopez  
Deputy City Manager-Operations  
City of Morden  
Phone: (204) 822-4434. Ext 1106  
E-Mail: [jyanez@mymorden.ca](mailto:jyanez@mymorden.ca)

4. **Proposal Submission Requirements and Procedure**

- (a) The Submission Deadline is the date and time specified on the title page of this RFP.
- (b) Proposals must be submitted by hand or by mail.
- (c) The following is required for a completely acceptable proposal:
  - i. Technical Proposal
  - ii. Proponent Information
  - iii. Proposed Work Schedule
  - iv. Professional Liability Insurance Certificate
  - v. Fee Proposal
  - vi. Addenda Acknowledgements (if applicable)

## 5. Proposal Format

- (a) Proponents are solely responsible for obtaining all information that may be necessary to understand the requirements of this RFP and submit a Proposal following the terms and conditions of this RFP. No allowance will be made for the failure of a Proponent to obtain such information or to make such investigations.
- (b) A Proponent should ensure that each provision in its Proposal is stated clearly and concisely. Simplicity and clarity of responses are important. The Proposal should include all of the information and documents required under Sections 6 and 7 below and be organized in the same sequence. Proponents should avoid including extraneous or irrelevant information.
- (c) Proponents are advised to carefully review the evaluation criteria (see Section 9) and mandatory requirements before preparing their Proposals in response to this RFP.

## 6. Proposal Content

**Please note that the fee proposal must be in a separate envelope. If fees are included in the technical part of the proposal, the Proponent will be disqualified and receive no further consideration.**

The following format is requested for the:

### a) Technical Proposal

- (a) Title Page
- (b) Letter of Transmittal
  - (i) Must be fully completed and signed by a representative of the Proponent with the authority to bind the Proponent.
- (c) Table of Contents
- (d) Introduction and Project Understanding:
  - (i) This should clearly describe the proponent's understanding of the project, including pertinent background information and the scope of services required. It should include an overview that condenses and highlights the contents of the Proposal so that the evaluation committee can evaluate the proponent's entire understanding of the project.
- (e) Technical:
  - (i) The Proposal should describe the specific technical Proponenting services and tasks that will be provided and include sufficient details to ensure the likelihood of success. Project milestones and deliverables should be summarized for each project task.



b) **Proponent Information**

(a) Project Team

- (i) **Describe the project team organization, including a summary of each team member, complete with their respective project title, duties, education and relevant experience.** Project management will be evaluated by assessing the project manager's education, experience, and proposal management approach.
- (ii) This section should be at most ten (10) pages long, not including team member resumes of qualifications, which can be appended.

(b) Proponent Profile

- (i) Describe the Proponent's business, including information about how the Proponent is organized to carry on business; its location(s) and any office(s) or facilities where the Services will be provided (i.e. location(s) in and outside of Manitoba, head office location, etc.).
- (ii) Provide information about the Proponent's experience in providing services comparable to those requested in this RFP within recent years (within last 5 years and local experience preferred).
- (iii) Describe details of any sub-consulting arrangements proposed by the Proponent.

c) **Proposed Work Schedule**

- (a) The proposal shall include a detailed schedule indicating the completion of draft reports and the submission of final reports. The schedule should also include milestone dates for technical memoranda and project review meetings.
- (b) Indicate the amount of time required for various phases of the work in a **time chart** showing expected scheduling.
- (c) Use **Dec 17<sup>th</sup>, 2024**, as a notification date to develop a schedule.

d) **Professional Liability Insurance Certificate**

- (a) Provide a copy of current liability insurance coverage.

e) **Fee Proposal**

The following format is suggested for the Fee Proposal:

- (a) Provide a price breakdown summary in tabular form that identifies disbursements and total upset Proponenting cost for each major category of work.
- (b) In addition, provide a Fee Matrix that lists the project tasks, individuals assigned to each task, their positions, charge-out rates, and hours per task. Include separate disbursement fees and other applicable costs.

- (c) Prices shall be quoted in Canadian Funds (CAD) and remain firm for the duration of the Agreement.
- (d) Applicable taxes must be identified separately.

**7. Licensing and Registration Qualifications**

- (a) The Proponent’s project team must be comprised of individuals and/or firms who are licensed, certified, registered, or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law and professional associations in the Province of Manitoba at the time of the Submission Deadline. The successful Proponent shall be required to maintain such license and registration requirements for the duration of the Agreement.
- (b) The Proponent shall provide, on the request of the City of Morden, proof satisfactory to the Morden of such qualifications of the Proponent and of any proposed sub-consultant.

**8. Evaluation Committee**

- (a) The evaluation committee will comprise the City of Morden representatives.
- (b) By submitting a Proposal, the Proponent agrees that all decisions on the degree to which a Proposal meets the evaluation criteria are solely within the purview and judgment of the evaluation committee. The decision of the evaluation committee is final.

**9. Negotiations**

- (a) The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- (b) The City may negotiate with the Proponents submitting, in the City’s opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- (c) If, in the course of negotiations pursuant to 9. (b), the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

**10. Evaluation Process and Criteria**

Proposals will be evaluated following the following points system.

<b>Technical Evaluation Criteria</b>	<b>Points</b>
<p><b>1. Experience and Expertise</b></p> <p>Proponents must demonstrate a proven track record in urban planning, particularly in developing secondary plans for mixed-use districts. This includes showcasing relevant past projects and outcomes. Provide details of the project manager and team members assigned to the project.</p>	<b>25</b>
<p><b>2. Project Understanding and Methodology</b></p> <p>The proposed methodology should be clear, innovative, and practical. It should outline how the proponent plans to achieve the Secondary Plan's objectives effectively.</p>	<b>25</b>
<p><b>3. Community Engagement Strategy</b></p> <p>The proposed methodology should be clear, innovative, and practical. It should outline how the proponent plans to achieve the Secondary Plan's objectives effectively.</p>	<b>20</b>
Technical Proposal Total:	<b>70</b>
<b>Fee Evaluation Criteria</b>	
<p><b>5. Total Price Proposal (fees and reimbursable expenses)</b></p>	<b>25</b>
<p><b>6. Detailed Price Breakdown</b></p>	<b>5</b>
Fee Proposal Total:	<b>30</b>

Proposals receiving less than a minimum score of 50 points for Technical Evaluation Criteria shall be disqualified and receive no further consideration.

Following the price evaluation, the Technical Proposal and Price Proposal scores will be combined, and the proposers will be ranked in order of highest to lowest total points.

The Evaluation Committee will report to the Council on the point system (total) rating results. The City will notify proponents after the selection has been made.

**11. Acceptance of Proposal**

- (a) If the City decides to accept a Proposal, it will accept the Proposal that, in the evaluation committee's sole opinion, is the best overall Proposal when evaluated following the evaluation procedure and criteria. Should the city decide not to accept any Proposal, all Proponents will be given written notice of such a decision.

- (b) If the City decides to accept a Proposal, the City will signify its conditional acceptance by preparing and forwarding to the Proponent two (2) copies of the Agreement for signing as identified in PART C – FORM OF AGREEMENT FOR CONSULTING SERVICES.
- (c) The City’s acceptance is conditional on:
  - (i) the City obtaining all necessary internal approvals. The City has no obligation to enter into the Agreement until this condition has been met.
  - (ii) the Proponent signing and returning all two (2) copies of the Agreement to the City after receiving the copies of the Agreement and the conditional acceptance from the City.
- (d) Subject to the previous conditions having been met, the City will, in due course, sign the two (2) copies of the Agreement and return one fully signed copy for the Proponent’s records.

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## **PART C – FORM OF AGREEMENT FOR CONSULTING SERVICES**

The successful candidate firm and the city will execute a contractual agreement. The contractual agreement will contain the following Articles:

**ARTICLE 1 PROJECT DESCRIPTION:**

**ARTICLE 2 PROPONENTING SERVICES:**

**ARTICLE 3 FEES:**

**ARTICLE 4 INVOICING:**

**ARTICLE 5 DEFINITIONS:**

**ARTICLE 6 GENERAL CONDITIONS:**

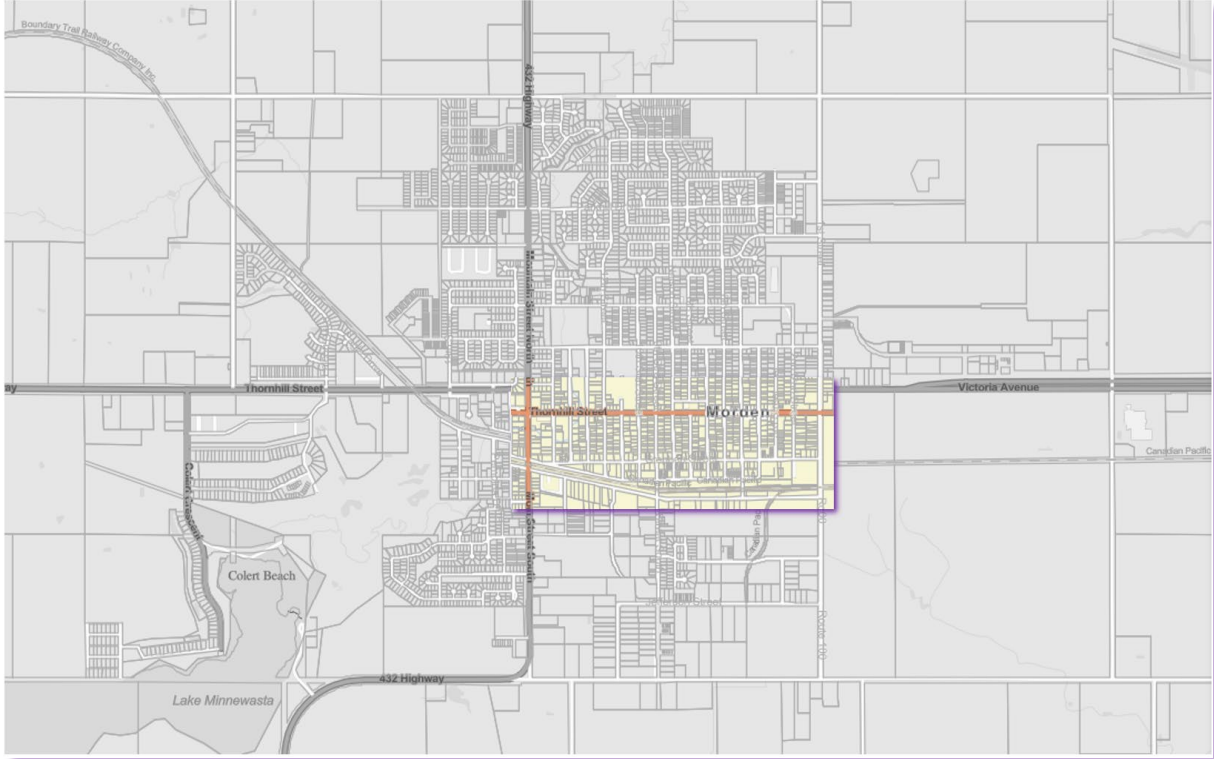
- The Proponent shall not knowingly conduct himself in such a way as to give rise to a conflict of interest situation.
- The Proponent shall indemnify and save harmless the City from and against all claims arising from any negligent acts or omissions of the Proponent pursuant to works or services performed under this Agreement. The Proponent's Professional Liability insurance policy shall be available for inspection by the City at all times upon request.
- The professional liability of the Proponent, its officers, employees, sub-consultants, and agents for any loss, damage or cost incurred by the City arising out of negligent acts or omissions in connection with this agreement shall be limited to \$2,000,000.
- All information, including data, designs, drawings and specifications obtained, compiled and produced by the Proponent pursuant to this Agreement shall be the property of the City.
- Confidential information acquired in the course of providing consulting services pursuant to this Agreement shall not be released or used by the Proponent for any other purposes or projects without prior approval of the City.
- The City shall make available all pertinent information in its possession to the Proponent which may affect the Project. The Proponent shall give due consideration to such information and shall satisfy himself as to the reliability of the information.
- The City shall give due consideration to all information including drawings, plans, reports and proposals submitted by the Proponent within a reasonable time so as not to delay the Project.
- No acceptance or approval by the City of the Project or services shall relieve the Proponent of his responsibilities for the proper performance of such Project or services.
- Upon the execution of this Agreement the Proponent shall commence the performance of his obligations and shall take all steps reasonable required by good practice for:
  - (a) the performance of his obligations for Proponenting services under Article 2.

(b) the execution of the Project for the Cost of Work in accordance with the plans, specifications, drawings and designs.

- If at any time during the performance of this Agreement the Proponent estimates for any reason that the actual cost of the Project will exceed the Cost of Work, he shall immediately advise the City in writing. If, in the opinion of the City, the cost overrun is due to design or cost factors within the control of the Proponent, the City may require the Proponent to redesign the Project at his own cost to bring it in line with the Cost of Work.
- If it shall become necessary for the Proponent to make any changes in any designs, drawings, plans or specifications for the Project or for any act or matter over which he has no control, the Proponent shall be compensated for such changes or extra work for such fees as the parties hereto may mutually agree to; provided that prior to the commencement of such changes or extra work the Proponent shall notify the City, in writing, of his intention to make such changes or to carry out such extra work and that the Proponent shall keep separate cost records in respect to such changes or extra work.
- The City may at any time, by notice in writing, suspend the Project in whole or in part, or terminate this Agreement. Upon the giving of any such notice, the City will pay the Proponent for services rendered to the date of such suspension or termination in accordance with the terms of Article 3 hereof.
- The Proponent shall not assign this Agreement or any part thereof without the prior consent of the City in writing.

**PART D – APPENDIX A**

**Figure 1. City of Morden**



**Figure 2. Map of the Plan Area.**

