



TOWN OF SOUTH BRUCE PENINSULA

REQUEST FOR PROPOSAL ADMIN 12-01

Employee Satisfaction Survey

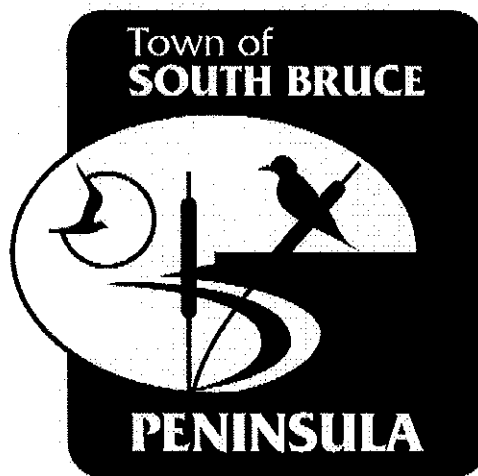
The Town will be receiving proposal bids for professional services to develop and conduct an employee satisfaction survey. Request for Proposal packages are available at Town Hall and on the Town website.

Sealed bids will be received by the undersigned until 12:00 noon on January 24, 2012.

The Town of South Bruce Peninsula reserves the right to award or not award the quotation to any bidder.

Rhonda Cook, CMO
Chief Administrative Officer
Town of South Bruce Peninsula
PO Box 310, 315 George Street
Warton ON N0H 2T0
519-534-1400 Ext. 121
www.southbrucepeninsula.com

REQUEST FOR PROPOSAL
FOR EMPLOYEE
SATISFACTION SURVEY
ADMIN 12-01



RFP CLOSING: January 24, 2012 at 12:00 noon.

**Rhonda Cook, CMO
Chief Administrative Officer
Town of South Bruce Peninsula
315 George Street
PO Box 310
Warton ON N0H 2T0**

THE TOWN OF SOUTH BRUCE PENINSULA REQUEST FOR PROPOSAL – FOR EMPLOYEE SATISFACTION SURVEY

ADMIN 12-01

The Town of South Bruce Peninsula is interested in retaining a professional human resource firm to develop and conduct an employee satisfaction survey.

The successful firm will work under the direction of Rhonda Cook, Chief Administrative Officer.

1) Executive Summary

The Town of South Bruce Peninsula is a lower tier municipality in the County of Bruce, on the southern portion of the Bruce Peninsula. It was formed in January 1999 with the amalgamation of the former Townships of Albemarle and Amabel, the Village of Hepworth and the Town of Warton.

The Town of South Bruce Peninsula is a unique and diverse municipality. It boasts a permanent population of 8050, a seasonal population of 6,900 and a tourist population which can exceed 20,000 in one weekend.

The Town of South Bruce Peninsula is requesting proposals from qualified human resource professionals to develop and conduct an "Employee Satisfaction Survey" of Town staff. Broad topics to be included are overall satisfaction, management/employee relations, corporate culture, career development, compensation, benefits, recognition and rewards, working conditions, training, staffing levels, safety concerns, and policies and procedures. The Town has approximately 172 employees comprised of both full-time/part-time and union/non-union employees including volunteer firefighters.

2) Instructions to Proponents

2.1 Specific Responsibilities of the Proponent

The selected proponent(s) will:

- Have knowledge and previous experience working with public sector organizations in developing employee surveys;
- Conduct and/or facilitate interviews with groups and/or individuals working for the Town of South Bruce Peninsula to assess specific characteristics of Town departments and to assess any concerns affecting different departments.
- Develop a sample survey for review and evaluation by the Town by February 15, 2012.

- Recommend and allow for multiple methods of transmission of surveys (on-line, email, one on one feedback, etc.)
- Report their findings and make recommendations to the Town Council.

2.2 Proposal Submission Contents

Proposals should include information outlined in this section:

1. Background information on your organization and the relevant experience you provide including profiles of the individuals proposed to work on this project.
2. A detailed description of your preferred approach including how you will develop and implement the employee surveys while maintaining the confidentiality of employee responses including a timeline from initiation to completion.
3. A proposed breakdown of fees and related costs for this project. Respondents are to provide itemized listings of all fees and costs for this project with stated total upset fee including all costs; all reimbursements, travel, office and overhead expenses, all meetings, interviews and all other costs including taxes. The Town may reject proposals with an open fee structure which allows for extra costs following the award of this project to a successful respondent.
4. At least two references and a client list with examples of similar completed assignments.
5. Any potential conflict of interests in accepting this assignment and/or an explanation how such conflicts would be managed.
6. Details relating to any insurance coverage you or your firm carry and how it would relate to the protection of the Town. (Note: Successful proponents will be required to enter into a contract agreement with the Town and be required to meet requirements set out in Policy TR.17.1. including insurance and WSIB provisions. Appendix 16 is attached for your information.)
7. Any other information you feel may be relevant in consideration of your proposal.
8. A completed "Statement of Interested Firm/Individual" form (Included as Appendix A to this RFP)

3) Information and Questions

Questions regarding this request for proposal should be directed to Rhonda Cook, CMO, CAO by using one of the following methods:

Email: tsbpcao@bmts.com

Fax: 519-534-4976

Telephone: 519-534-1400 or 1-877-534-1400 ext. 121

In Person: 315 George Street, Warton ON

4) Selection Criteria

The Town will evaluate proposals and, if a proponent is selected, select the proponent on the basis of:

1. The proponent's ability to develop and implement an employee satisfaction survey;
2. The proponent's ability to deploy the survey in multiple formats
3. The proponent's relevant experience, qualifications and success in meeting the scope of services included in this RFP
4. The proposed cost of the service (although price is not required to be the determinative factor)

5) Submission of Proposals

Submissions will be accepted in sealed envelopes marked "Confidential" and clearly identified as "Request for Proposal – Employee Satisfaction Survey, Admin 12-01". Submissions may be mailed or delivered and must be received by Tuesday, January 24, 2012 at 12:00 noon to the address shown below:

Town of South Bruce Peninsula
315 George Street
PO Box 310
Warton ON N0H 2T0
Attention: Rhonda Cook, CMO
Chief Administrative Officer

The Town reserves the right, in its absolute discretion to accept Proposals which are deemed to be most advantageous to itself, and the right to reject any and all proposals in each case without giving any notice. Proposals which contain conditions or otherwise fail to conform to the instructions to Proponents may be disqualified or rejected. The Town reserves the right to waive any irregularities and/or noncompliance and accept or reject any or all submissions, or any part of any proposal, for any reason. Nothing herein obliges the Town to consider any submission or to accept and/or purchase services from any proponent.

No proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this proposal, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

The Town also reserves the right to: modify specific details and deadlines, cancel this request for proposal at any time prior to or following the stated proposal closing time, consider consultants who have not responded to this proposal, request additional information if deemed necessary by the Town and to take any steps whatsoever the Town deems necessary to select a successful proponent for the project stated.

APPENDIX A

THE TOWN OF SOUTH BRUCE PENINSULA
REQUEST FOR PROPOSAL – EMPLOYEE SATISFACTION
SURVEYS

ADMIN 12-01

STATEMENT OF INTERESTED FIRM/INDIVIDUAL

I/We have read and understand all of the requirements of the request for proposal contained in this document.

I/We acknowledge that I/we have the power to bind the corporation and have set my/our hand and seal below.

Dated at _____ this _____ day of _____, 2012.

Witness

Signature of Authorized Person

Printed Name of Authorized Person

Position

Please include this "Statement of Interested Firm/Individual" form with your bid submission.



Policy TR.17.1
Appendix 16
TERMS AND CONDITIONS - Contractor
TOWN OF SOUTH BRUCE PENINSULA

1. **DEFINITIONS:** "Agreement" shall mean the Agreement for Services to which these Terms and Conditions are attached, these Terms and Conditions and any other Exhibits listed in Agreement, as if they were a part of one and the same document; "Services" shall mean work to be performed for TOWN OF SOUTH BRUCE PENINSULA by CONTRACTOR under this Agreement; "Laws" shall mean any and all applicable statutes, laws, rules, regulations, ordinances, codes and agreements of any and all governmental bodies, agencies, authorities and courts having jurisdiction; "Site" shall mean the lands, structures, facilities or other areas made available to CONTRACTOR for the performance of the Services, storage, or access; "TOWN OF SOUTH BRUCE PENINSULA" shall mean the party issuing the Agreement; "CONTRACTOR" shall mean the person or company undertaking the Services set out in this Agreement.
2. **CONTRACTOR'S EXAMINATION:** CONTRACTOR shall be deemed to have inspected and examined the Site and surroundings before submitting its bid and to have become fully informed and satisfied regarding all of the risks, contingencies, general, local and Site conditions and all other matters which can, in any way, affect the cost, progress, performance or furnishing of the Services. Before commencing any subsurface activity, CONTRACTOR shall identify and locate all utilities. CONTRACTOR shall ensure the safety and protection of such located utilities.
3. **INSURANCE:** CONTRACTOR shall purchase and maintain throughout the performance of the Services at least the following insurance and limits of liability: (i) Workers' Compensation - Statutory; (ii) Automobile Liability, covering all automobiles owned, rented, hired or used by CONTRACTOR and automobiles not owned but used on behalf of CONTRACTOR - \$2,000,000 per occurrence; (iii) Commercial General Liability, including broad form property damage liability, contingent employers' liability, contractor's protective liability, contractual liability and completed operations liability - \$5,000,000; (iv) if the Services specifically require CONTRACTOR to handle hazardous or toxic substances, Pollution Liability - \$2,000,000 per occurrence/ \$2,000,000 aggregate; and (v) Builders' Risk (All Risk) for physical damage or loss upon Services written to full insurable value of the Services.
Policies under (iii) through (iv) above shall cover TOWN OF SOUTH BRUCE PENINSULA as additional insureds.
Before any work is started at the Site, CONTRACTOR shall deliver Certificates of Insurance to TOWN OF SOUTH BRUCE PENINSULA, as certificate holder, evidencing required insurance in force and that the insurance company issuing each policy will not cancel each such policy except after 30 days (10 days for non-payment of premium) written notice by mail to TOWN OF SOUTH BRUCE PENINSULA of its intention to do so. Certificates must be marked to reference the Services being performed.
4. **INDEMNIFICATION:** CONTRACTOR shall assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons (including, but not limited to, sickness, disease or death), whether employees or otherwise and to all property including, without limiting the generality of the foregoing, loss of use or contamination of or adverse effects on the environment or any natural resources, arising out of, resulting from or in any manner connected with the execution by CONTRACTOR of the work provided for in this Agreement or occurring or resulting from the use by CONTRACTOR or any of its subcontractors or anyone for whose acts CONTRACTOR may be liable for materials, equipment, instrumentalfacilities or other property, whether the same be owned by TOWN OF SOUTH BRUCE PENINSULA, CONTRACTOR or third parties and CONTRACTOR, to the fullest extent permitted by law, shall indemnify and hold harmless TOWN OF SOUTH BRUCE PENINSULA, each other person or entity listed on the face of the Agreement and their directors, officers, partners, officials, employees and agents from and against all such claims, including, without limiting the generality of the foregoing, claims for which TOWN OF SOUTH BRUCE PENINSULA may be or may be claimed to be liable and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph unless such claims result from the sole negligence or willful misconduct of TOWN OF SOUTH BRUCE PENINSULA.
5. **WARRANTY:** CONTRACTOR warrants to TOWN OF SOUTH BRUCE PENINSULA that all Services will be in accordance with this Agreement and such Services will not be defective. CONTRACTOR shall, at its expense, correct any defective or nonconforming Services promptly after notice by TOWN OF SOUTH BRUCE PENINSULA within 1 year after completion of the Services. All warranties shall survive any inspection, acceptance and payment. Such obligation to correct does not relieve CONTRACTOR from liability for damages for defective Services or materials discovered any time prior to the expiration of the applicable statute of limitations.
6. **RELATIONSHIP OF PARTIES:** CONTRACTOR shall be an independent contractor and shall have complete and sole responsibility for and control over its employees, agents, representatives and subcontractors and the means and methods of providing the Services. CONTRACTOR shall employ no person at the Site whose employment on or in connection with this Agreement may be objectionable to TOWN OF SOUTH BRUCE PENINSULA and shall remove any such person when objected to by TOWN OF SOUTH BRUCE PENINSULA; all upon reasonable grounds.
7. **EQUIPMENT AND VEHICLES:** CONTRACTOR shall be responsible to provide, protect and maintain in a suitable working manner any and all necessary equipment and/or vehicles to perform or provide the Services set out in this Agreement.
8. **ASSIGNMENT AND SUBCONTRACTING:** CONTRACTOR shall not assign or sublet this Agreement or any part thereof and shall not assign any money due or to become due hereunder without first obtaining the written consent of TOWN OF SOUTH BRUCE PENINSULA.
8. **LAWS:** In the performance of the Services, CONTRACTOR shall comply with Laws and shall pay all costs connected with such compliance. CONTRACTOR shall obtain and pay for all permits, certificates and licenses necessary for the performance of the Services.
9. **TAXES:** CONTRACTOR shall pay all fees or taxes, including sales, use, consumer, all taxes for employment insurance, pensions or any similar purpose and other taxes mandated by Laws. No liability shall accrue to TOWN OF SOUTH BRUCE PENINSULA for any such taxes.
10. **HEALTH AND SAFETY:** CONTRACTOR shall be solely responsible for health and safety of its employees, for compliance with Laws and practices required by the applicable health and safety legislation, for safety of persons and property and for initiating, maintaining and providing all health and safety precautions and programs in connection with the Services.
11. **AUDIT AND RECORD RETENTION:** CONTRACTOR shall maintain fiscal records in accordance with generally accepted accounting practices and principles to substantiate all invoiced amounts. CONTRACTOR shall maintain all records (fiscal and other) on file in legible form. TOWN OF SOUTH BRUCE PENINSULA shall have the right to audit, copy and inspect said records during CONTRACTOR's normal business hours and for a period of 3 years after final completion of the Services.
12. **CONFIDENTIALITY:** CONTRACTOR shall maintain as confidential (and shall cause its employees, agents and subcontractors to maintain as confidential) and shall not disclose to others, including, without limitation, any government authority, either before or after termination or completion of this Agreement, any data, documents, reports or other information ("Information") provided to CONTRACTOR by TOWN OF SOUTH BRUCE PENINSULA or any employees, agents or consultants of TOWN OF SOUTH BRUCE PENINSULA or any information obtained or generated by CONTRACTOR pursuant to this Agreement, except (i) as to information which has come into the public domain other than through CONTRACTOR or any of its employees, subcontractors, or agents or (ii) as expressly authorized in writing, in advance, by TOWN OF SOUTH BRUCE PENINSULA. CONTRACTOR's obligation to maintain confidentiality shall not apply to disclosures compelled by law, an agreement of a court of competent jurisdiction or a subpoena; provided, however, CONTRACTOR shall immediately notify TOWN OF SOUTH BRUCE PENINSULA of the circumstances requiring such disclosure and shall refrain from such disclosure for the maximum period of time allowed by law so that TOWN OF SOUTH BRUCE PENINSULA may procure a protective agreement or take other action to protect the confidentiality of the information.
CONTRACTOR shall make all of its employees, agents and subcontractors having access to said information aware of this obligation of confidentiality and bind each of them under terms identical to these obligations of confidence as they apply in connection with their respective portion of the Services. No articles, papers or treaties related to or in any way associated with the Services shall be submitted for publication without TOWN OF SOUTH BRUCE PENINSULA's express prior written consent.
13. **CLEANUP:** CONTRACTOR shall keep the Site and surroundings clear of debris and rubbish caused by CONTRACTOR's operations hereunder.
14. **PAYMENT:** CONTRACTOR shall submit monthly invoices for Services rendered in a form and with documentation as TOWN OF SOUTH BRUCE PENINSULA may require (including evidence of workers' compensation payments). Payment on invoices approved by TOWN OF SOUTH BRUCE PENINSULA will be made within 30 days after TOWN OF SOUTH BRUCE PENINSULA's receipt or receipt of an acceptable invoice, less 10 percent retainage. The aggregate remaining 10 percent retainage will be paid to CONTRACTOR 45 days after acceptance of the Services by TOWN OF SOUTH BRUCE PENINSULA and, provided that, as a condition precedent, CONTRACTOR when and if required shall then have furnished to TOWN OF SOUTH BRUCE PENINSULA all deliverables required and satisfactory evidence of payment of all obligations arising out of this Agreement. No payment made by TOWN OF SOUTH BRUCE PENINSULA hereunder, including final payment, shall be construed as evidence of the proper performance of the Services; nor of acceptance of defective or nonconforming Services. Acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR against TOWN OF SOUTH BRUCE PENINSULA and CLIENT.
15. **LIENS:** CONTRACTOR shall indemnify and hold harmless TOWN OF SOUTH BRUCE PENINSULA from and against any liability, claim, demand, damage, cost and expense relating to any claim or lien for labor or materials furnished in connection with the Services.
16. **CHANGES:** TOWN OF SOUTH BRUCE PENINSULA shall have the right, at any time, to make changes, revisions, additions or deletions ("changes") in the Services and the provisions of this Agreement shall apply to all such changes. Any changes to this Agreement shall be made in accordance with Article 24. If such change increases or decreases the cost or time required for the Services, adjusted compensation and/or time will be mutually agreed upon, in writing.
No extra work shall be allowed or changes made by CONTRACTOR or paid for by TOWN OF SOUTH BRUCE PENINSULA unless and until authorized by TOWN OF SOUTH BRUCE PENINSULA, in writing, before the extra work and/or changes are begun. Claims for extra cost due to changes must be made, in writing, by CONTRACTOR, before it executes the work involved.
If any change diminishes the quantity of work to be performed, such change shall not constitute a claim for damages or for anticipated profits on the work that may be so dispensed with.
17. **FORCE MAJEURE:** Neither party shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from fires, labor strikes, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes or any other cause beyond the reasonable control or contemplation of either party. Any extension of time granted to CONTRACTOR pursuant hereto shall be CONTRACTOR's sole and exclusive remedy for any claim resulting from a delay caused by such occurrences.
18. **TERMINATION:** TOWN OF SOUTH BRUCE PENINSULA may terminate this Agreement (i) for its own convenience upon delivery of written notice to CONTRACTOR effective upon receipt or (ii) upon delivery of 7 days written notice to CONTRACTOR in the event of any of the following or of any other comparable event: insolvency of CONTRACTOR; the initiation against CONTRACTOR of proceedings under any law relating to bankruptcy, insolvency or the relief of debtors; the loss or failure of CONTRACTOR to provide TOWN OF SOUTH BRUCE PENINSULA with copies of the necessary permits, licenses and approvals; any strike, picketing or labor trouble involving CONTRACTOR's personnel and affecting TOWN OF SOUTH BRUCE PENINSULA, CLIENT or CONTRACTOR's ability to perform the Services; or the failure of CONTRACTOR to diligently meet its other obligations under this Agreement. If CONTRACTOR rectifies the said event prior to the expiry of the said notice period, the notice of termination shall be void and of no effect. If TOWN OF SOUTH BRUCE PENINSULA terminates this Agreement for its convenience, CONTRACTOR shall be paid for that portion of the Services satisfactorily completed as of the date of termination, plus CONTRACTOR's reasonable charges directly occasioned by the termination. No payment shall be due for Services not furnished.
19. **SCHEDULE:** Unless stated otherwise in the Agreement, time is of the essence for performance of the Services. CONTRACTOR shall be responsible for any claim or loss to TOWN OF SOUTH BRUCE PENINSULA as a result of CONTRACTOR missing completion date.
20. **CONTINUING THE SERVICES:** CONTRACTOR shall carry on the Services and adhere to the progress schedule during all disputes or disagreements with TOWN OF SOUTH BRUCE PENINSULA. No Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and TOWN OF SOUTH BRUCE PENINSULA may otherwise agree in writing.

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21. **RIGHTS AND REMEDIES:** The rights and remedies of the parties hereunder are cumulative and, in addition to, not in lieu of those which the parties have at law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision or of the entire Agreement. Failure of TOWN OF SOUTH BRUCE PENINSULA to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of any rights TOWN OF SOUTH BRUCE PENINSULA may have.
22. **CONFLICTS:** Should any conflict appear in the Agreement, priority shall be given in the following Agreement: (i) the Agreement; (ii) this Exhibit B; and (iii) any other Exhibits listed in the Agreement.
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the province specified on the face of the Agreement.
24. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties concerning the Services and supersedes all prior written and oral negotiations, agreements and representations. This Agreement may only be modified by a change Agreement issued by TOWN OF SOUTH BRUCE PENINSULA.