



Town Of South Bruce Peninsula

Request for Proposal 19 - 08

Recreation and Culture Master Plan

Town Of South Bruce Peninsula
Request for Proposal (RFP) 19 - 08
Parks, Recreation and Culture Master Plan

Sealed RFPs will be received for the above, at the Town of South Bruce Peninsula Municipal Office until **4:00 pm** local time on **Friday, April 12th, 2019** from qualified professional firms to provide consulting services for the development of a Parks, Recreation & Culture Master Plan.

RFP Packages are by contacting Town Hall, at the address below, or on the Town website at www.southbrucepeninsula.com. Proponents should note that the proposal submissions will be a two envelop system with technical proposal and cost proposal submitted in separate envelopes.

RFPs are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval. The lowest or any quotation will not necessarily be accepted.

Community Services

c/o Bill Klingenberg

Town of South Bruce Peninsula

PO Box 310, 315 George St

Warton ON N0H 2T0

519-534-1400 #145

INTRODUCTION

The Corporation of the Town of South Bruce Peninsula is an amalgamated municipality of the former Town of Wiarton, Township of Albemarle, Village of Hepworth and Township of Amabel. It is at the base of the Bruce Peninsula in Bruce County, between Lake Huron and Georgian Bay.

There are approximately 8,500 full-time residents residing in communities such as the Town of Wiarton, the villages of Hepworth, Allenford, Sauble Beach and smaller communities that include Red Bay, Hope Bay, Howdenvale and Oliphant. There is considerable summer influx of additional residents during the summer months as visitors flock to the area's towns and beaches. Municipal records indicate that the full-time population is based upon 3741 resident households. With an estimated 3204 non-resident households. The representative population could be extrapolated to greater than 15800 plus seasonal tourists and visitors.

The Town and community groups have taken many steps towards strategic planning, including developing an Asset Management Plan, a Waste Management Master Plan, a Community Strategic Plan, a Community Improvement Plan, Oliphant Coastal Stewardship Plan, Sauble Beach Management Plan, re-development of Bluewater Park and Sauble Beach Wastewater Treatment Plan.

The Town is home to a variety of wildlife and unique plant species and encompasses a part of the Niagara Escarpment which is recognized as part of the World Biosphere Reserve. The protection and management of the Town's unique natural heritage and environment is also a key driver not only for growth and development, but for how natural heritage could be protected and preserved.

This plan should include measures to ensure the protection of the natural resources while balancing the desire for tourism and recreational opportunities.

There are many specific and unique needs for the communities located across the Town. The Parks, Recreation and Culture Master Plan should consider the uniqueness of each of the communities and recognize that although there is the need to be more connected and collaborate on initiatives, it is also important to continue to maintain the uniqueness of each of the communities and the diverging interests.

The Town's Community Strategic Plan identifies specific items of interest that were gleaned out of the public consultation process including, but not limited to, the possibility of an aquatic centre. Council's directive through the Parks, Recreation and Culture Master Plan is to include partial focus on this specific item. A future feasibility study may be required, dependent upon a positive recommendation from this study for an aquatic centre, which has been budgeted for in the 2019 capital program.

Critical success factors for the Parks, Recreation Culture Master Plan will need to ensure the involvement of a representative cross-section of citizens from across the Town. Further Town staff and Council will need to be engaged throughout the process to validate what actions may be feasible within current/anticipated funding frameworks.

The Town's web-based community engagement software will be integral to gathering community feedback.

PURPOSE

Current corporate objectives focused on the efficient, effective and sustainable delivery of services suggest an assessment of our parks and recreation operations is necessary to ensure we are meeting the current and future needs of the community within the fiscal realities of a slowly growing assessment base and changing demographics. Like most small rural and urban municipalities, the Town of South Bruce Peninsula faces ongoing sustainability challenges and infrastructure deficits.

The Town of South Bruce Peninsula is inviting proposals from qualified professional firms to provide consulting services for the development of a Parks, Recreation & Culture Master Plan (the Project).

Specific objectives of the Project are as follows:

1. To review the Corporation's parks, recreation and cultural services and programs in order to:
 - develop service profiles, which includes: description of the service delivered; performance indicators; financial information; service delivery opportunities, revisions, improvements, or adjustments; cost savings opportunities; and/or new sources of revenue.
 - improve understanding of the services currently provided so that the community, council and staff can make informed decisions regarding the viability of those services and where there are opportunities for improvement.
 - ensure that they are being delivered in a manner that meets resident and other user expectations.
2. To identify recreational and cultural resources or opportunities with our municipality that could be promoted or enhanced through municipal and/or partnership initiatives.
3. To provide our residents and users with an opportunity to provide input into which parks, recreation and culture services they value and how well we are doing in delivering them.
4. To foster collaboration across departments in identifying opportunities for service improvements.
5. To provide staff with opportunities for ongoing input and involvement in the Project.
6. To adopt and embrace a corporate culture that is adaptive to a changing environment and is committed to continuous improvement.
7. To identify potential cost savings through increased efficiencies that can be used to support existing and/or new services that align with community expectations and

requirements while expanding financial reserves to address future operating and capital needs.

8. Review existing policies and procedures related to parks, facilities and recreation.
9. To communicate with all key internal and external stakeholders including, but not limited to, the Grey Sauble Conservation Authority, the Niagara Escarpment Commission, Bruce County Planning and the Bruce Trail Conservancy throughout the Project, keeping them informed of progress and specific opportunities to be engaged.

SCOPE OF WORK

This Project should be based on the following principles:

- Town employees will be fully engaged in the process to provide knowledge and expertise. The Proponent shall build upon this knowledge and expertise. The recommended actions shall be communicated through a transparent, participative and inclusive process facilitated by the Proponent and the Senior Management Team.
- A comprehensive stakeholder engagement process should be structured to enable formal input into the Project as well as the Corporation's decisions regarding current and future delivery of its parks, recreation and culture services.
- All recommendations should foster economical and efficient delivery of services.
- Recommended implementation plans will be mindful of the financial constraints of the Corporation.
- The successful Proponent will report to the senior management team and, ultimately, Council.

General Process

The following is a description of the general process expected in undertaking the Project. The Town encourages modification of these general steps by the Proponent to achieve an enhanced, more efficient and/or effective outcome that is true to the objectives and principles of engagement noted in this RFP.

- Research and review background resource information.
- Within 15 working days of signing an agreement, a detailed work plan, including timelines and key milestones for the process, and outlining issues to be addressed during the Project, will be provided to the Director of Community Services. An initial start-up meeting will be held with the Senior Management Team to confirm and review the scope of work.
- Prepare a comprehensive employee engagement process with input from the Senior Management Team. Facilitate meetings and discussions with staff and others as appropriate.
- Work with the Senior Management Team to prepare and execute a thorough internal and external stakeholder engagement and communications strategy,
- Provide progress reports for each milestone in the approved work plan to the

Senior Management Team and Council, as appropriate.

- Prepare a draft report detailing the findings, observations, and recommendations for process change. The Proponent will review the draft recommendations with the Senior Management Team and Council, as appropriate.

Provide Ten (10) copies of the draft report. Electronic copies of draft reports and background information are to be provided in both PDF and original formats.

- Review and amend the preliminary draft report to incorporate comments received.
- Finalize report, including an implementation plan that provides detailed recommendations.
- Present the final report to the Senior Management Team, community and Council before October 2019.
- Ten (10) copies of the final report to be delivered within three (3) weeks of the draft report. Electronic copies of all reports and background information are to be provided in both PDF and original formats.

KEY DELIVERABLES

The following are key deliverables which should be outlined in the proposal:

1. Work Plan.

- Define the project outcome as specifically as possible ensuring task completion, the orchestration of resources, and that deliverables stay on track.
- Establish timelines for completing tasks mapping them clearly in chart form
- Communicate regularly with the senior management team and Council

2. Review and analysis of all corporate background documents. There are several municipal documents and plans that South Bruce Peninsula has developed or is in the process of developing that will assist in the development of a parks, recreation and culture master plan. Such documents shall be reviewed with their relevance to the Project in mind. These documents would include;

- South Bruce Peninsula's Official Plan and Zoning By-Law.
- Asset Management Plan
- Community Based Strategic Plan. There are several goals and objectives identified in the strategic plan that should be considered in guiding the Project.
- Economic Development Plan.
- Community Improvement Plan.
- Community Profile, Census Canada Information, located here: [www.South Bruce Peninsula.com](http://www.SouthBrucePeninsula.com).
- Other reports that can be located here: <https://www.southbrucepeninsula.com/en/economicdevelopment/resources.asp>

3. Review and inventory of all Town of South Bruce Peninsula and privately owned or operated indoor and outdoor recreation facilities, programs and services within the corporate boundaries of South Bruce Peninsula.

- Also, an inventory and summary review of all municipally and privately owned or operated indoor and outdoor recreation facilities, programs and services outside the corporate boundaries of South Bruce Peninsula, but have direct implications on those operating within South Bruce Peninsula.

4. Review and comprehensive analysis of current Corporate and Parks, Recreation & Culture Department operating policies, standards and guidelines.

- The review should include recommendations for possible amendments, improvements or deletions in consideration of current trends or best practices.
- The purpose is to provide a framework to guide and direct the Corporation in the decision making process for matters relating to the management, operation and financial sustainability of indoor and outdoor recreation and culture programs, services and facilities.

5. Consultation

- Communicate with all key internal and external stakeholders throughout the Project process keeping them informed of progress and specific opportunities to be engaged.
- Engage the stakeholders through a structured approach that will enable them to provide formal input into the Corporation's decisions regarding future service delivery.
- Engagement should consider the use of the Town's community engagement platform entitled "Open Mic South Bruce Peninsula" to undertake community engagement initiatives.
- Engagement should include but not be limited to a resident survey in a method deemed to be appropriate to achieve stakeholder input a focused group session with each community group and with council to achieve a complete understanding of community dynamics and culture.
- For purposes of the proposal scope of work and costing proponents should assume a total of 5 days of focus groups consultations assuming 6 focus groups per day.
- Extensive use of the Town's community engagement platform to complement traditional survey tools and techniques

6. Information Sessions

- A minimum of two (2) public information sessions with one at the conceptual stage and one at the draft report stage to ensure ample opportunity for community input
- Scope should include two (2) presentations to Council with one following the first public information session and the second in advance of the 2nd public consultation on the draft report stage
- other meaningful opportunities (surveys, focus groups, etc.) for public input from community groups and residents, including; recreation and community groups, user groups / organizations, community service groups, Town staff and council,

private recreation and culture service operators, school boards, churches, commercial and business sector and youth/student organizations.

- Engagement processes must solicit input without creating unrealistic expectations.

7. A trends analysis assessing what the most likely needs for parks, recreation and culture facilities, programs and services will be in South Bruce Peninsula over the next 10 years. This analysis should be supplemented by:

- South Bruce Peninsula population, demographic, and growth projections and the implications of these for the Town's indoor and outdoor recreation and culture programs, services and facilities.
- A review of current community and industry trends research, information, documentation and comparisons of best practices with consideration of their application or implications for the Town of South Bruce Peninsula.
- A comparison of South Bruce Peninsula's recreation facilities, programs and services to other municipalities of similar size may also be appropriate. Comparator information may be obtained from Financial Information Returns (FIRs), Ontario Recreation Facilities Association (ORFA), Parks and Recreation Ontario (PRO) or previous work of the Proponent. A per capita comparison to municipalities of similar size and scope of services would also be interesting.

8. Council Presentation. Recommendations of efficiency and effectiveness measures for South Bruce Peninsula's parks, recreation and culture programs, facilities and services. Such considerations should entail the following:

- Identifying areas of potential revenue sources, sponsorship trend opportunities, revenue best practices, etc.
- Opportunities for increasing public and private sector partnership opportunities.
- Assessing and providing recommendations to maximize indoor recreation facilities usage.
- Recommendations of areas where the Corporation should develop, expand or cease to operate Town managed services, programs or facilities.

9. Draft Report. Development of an overall guiding Corporate mandate that will guide the delivery of parks, recreation and culture services, and aligns with Council's priorities and reflects the input of the community.

- Development of a mandate to provide direction for determining which programs and services are offered, i.e., methods of determining need (or demand) and implementation recognizing the Town's and user's ability to financially support the service.
- Identify future outdoor park, playground and open space development needs in consideration of efficiently locating or consolidating facilities; encouraging active transportation and accessibility; current and projected development in South Bruce Peninsula; proximity to facilities in other communities; and demands based on the trend analysis.
- Identify future aquatic development requirements in terms of efficiently locating or consolidating facilities, including consideration of a recreation centre that may

include aquatic services; encouraging active transportation and accessibility; current and projected development in South Bruce Peninsula; proximity to facilities in other communities; and demands based on the trend analysis.

- Assess community need, commitment and ability to finance (initial development and ongoing operations) future outdoor recreation developments or redevelopment and recommend community priorities.
- Develop outdoor spaces classifications and recommend minimum standards for each classification including maintenance policies and procedures (grass cutting, athletic fields, ball diamonds).
- A clear action plan that directs and guides the Corporation in all areas of parks, recreation and cultural opportunities, for the next 10 years. The plan should include the following:
 - A realistic and achievable multi-year action plan, including timelines. The action plan must identify the resources (financial and human) required to achieve the objectives.
 - Recommendations for development, redevelopment, consolidation or elimination.
 - An estimate of the financial commitment required to implement the action plan recommendations.
 - Potential partnerships to implement the plan.
 - Recommend policies required to support the action plan.
 - Procedures for measuring results, monitoring, and reviewing the plan every 5 years to ensure currency of priorities and recommendations.

10. Optional Aquatic Centre Feasibility Study

It is anticipated as an outcome of the consultation process that there will be public desire for the Town to consider some form of aquatic centre. As an optional scope of this project the proponent should include as an optional task to undertake a feasibility study on an aquatic centre. The determination to proceed with the optional aquatic centre feasibility study will be directed by the senior management team and Council based upon the outputs from the Recreation and Cultural Master Plan consultation process. The objective of the feasibility study will be as follows:

1. Recommendations on the physical requirements of such a facility including but not limited to:
 - a. Size and capacity of the facility;
 - b. Property land area requirements to site the facility;
2. Expected capital cost for construction;
3. Expected operational costs for the facility;
4. With support from Town staff determine community willingness to financially fund or support an aquatic centre

As part of this optional exercise the proponent should be prepared to undertake a separate and distinct consultation process which would include a public information session and community engagement through the Town's "Open Mic South Bruce Peninsula" engagement platform.

11. Draft Report Presentation and Consultation

- Prepare and review the draft report and presentation with the Senior Management Team
- Presentation to Council (i.e. Section 8)
- Information Session and consultation with community (i.e. Section 6)
- Community Engagement (i.e. Section 5)

12. Final Report

SENIOR MANAGEMENT TEAM

The Director of Community Services will be the point of contact for the project supported by the Senior Management Team. Council will have direct involvement and input throughout the process and ultimately will make the final decisions on any recommendations stemming from the Project.

Proponents should account for several meetings with the Senior Management Team and others as proposed. Any responsibilities of the Corporation beyond what is described in this section should be identified in the proposals.

PROJECT BUDGET

The Proponent is to provide an all-inclusive fixed lump sum fee for professional services and associated costs to complete the work as outlined in the Scope of Work and this RFP. The Proponent shall provide an itemized cost breakdown required to achieve each milestone within the recommended approach, including consulting fees (hourly and per diem rates for each member of the team), travel, accommodations, miscellaneous expenses, and disbursements to achieve deliverables. The proposal will also include an itemized cost list for additional meetings, workshops, and presentations, if required.

Proponents are encouraged to propose a scoped approach or methodology that they feel is appropriate and effective to meet the objectives identified in this RFP.

PROPONENT'S RESPONSIBILITIES

The Proponent shall demonstrate:

- A thorough knowledge and understanding of municipal parks, recreation and culture master plans, operational reviews, and process/procedure redesign.
- Expertise and capacity to perform the necessary employee and community engagement, process facilitation, and consultation.
- Several years of experience in working with local governments in Ontario and demonstrated ability to conduct research, facilitate reviews of this nature and write reports and deliver the plans on time and on budget.
- If a Proponent finds discrepancies, omissions, irregularities or is in doubt as to any meaning in this RFP, the Proponent shall contact the Department of

Community Services who may issue an addendum. To receive addendums, the Proponent should register with the Director of Community Services. The Corporation cannot be held liable for any oral explanation or interpretation provided.

- The Proponent, by submitting a proposal, agrees that any cost incurred in response to this RFP or activities associated with this request, is borne by the Proponent and cannot be billed to the Corporation.

Special Requirements

1. The work shall commence no later than April 29th, 2019.
2. On-site presentation of the final report to Council shall be on, or prior to, October 1, 2019.
3. Any final outputs, reports, tables or other documents must be provided to the Town in electronic format that will be usable internally for example for ongoing management of the Plan, tracking asset acquisitions or disposals or fee adjustments, or other uses as may be required by the Town.

ROLE AND RESPONSIBILITY OF THE CORPORATION

In consultation with the successful Proponent, the Town will:

- Prepare and execute a project communications plan to keep staff and Council informed of the progress of the Project.
- Provide internal support for the delivery of the principles of the engagement.

CONFIDENTIAL INFORMATION OF THE CORPORATION

All information provided by or obtained from the Town in any form in connection with this RFP from its issuance to the time of award of Agreement:

1. Is the sole property of the Town and must be treated as confidential;
2. Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement;
3. Must not be disclosed without prior written authorization from the Corporation; and
4. Shall be returned by the Proponent to the Town immediately upon the request of the Town.

SUBMISSION REQUIREMENTS

The submission is to be submitted in sealed envelopes clearly marked with the submission's name (Appendix D – Submission Label) and submitted to the individual noted below on or before the closing date and time. Submissions must be written in ink or type written. Erasure, overwriting or strike-outs must be initialed by the person signing on behalf of the proponent.

The cost proposal must be submitted in a separate, sealed clearly labeled envelope. Quality factor scores will be finalized based on material included in the proposal submissions. The cost proposal envelopes will only be opened and scored after the quality factor scores have been finalized. The successful proponent will be the one with the highest overall score.

Proponents who include their cost proposal in the technical requirements envelope will be disqualified.

Note: Should you decide to not use the Submission Label provided, the front of your envelope must indicate ALL of the information as shown in Appendix D”.

If sending your submission by courier, please put the label on the outside of the courier package.

The Town of South Bruce Peninsula cannot be held responsible for documents submitted in envelopes that are not labeled in accordance with the above instructions.

Fax, e-mail or other electronic submissions are not acceptable.

Submissions shall not be accepted after the closing date and time. Proponents may not make modifications to their submissions after the closing date and time.

All submissions shall become the property of the Town of South Bruce Peninsula.

It is the responsibility of each proponent to submit all required documents as outline in this RFP Failure to provide a submission on all options set out will disqualify your submission.

**Parks, Recreation and Culture Master Plan
Community Services Department
c/o Bill Klingenberg**

**Town of South Bruce Peninsula
315 George St, PO Box 310
Warton, Ontario N0H 2T0
Reference: RFP-19-08**

Requirements of the Submission

Proponents shall submit their proposal in a sealed envelope clearly identified “Town of South Bruce Peninsula Parks, Recreation & Culture Master Plan RFP 19-08.” The envelope shall contain a completed Form of Proposal (Appendix A), one electronic copy

(PDF Format) of the proposal and seven (7) hard copies, with one (1) copy being an original document with original signatures.

The successful Proponent will be selected based on the weighted quality and fee factors of the proposal. The requirements for the Scope of Work, Key Deliverables, Proponent's Responsibilities, and Project Budget are outlined.

Each proposal shall also provide:

1. An indication of why you are interested in the project and the Proponent's understanding of the nature of the Project.
2. A description of experience in projects of this nature and at least three (3) municipal references.
3. Identification of the principal Proponent and any staff or sub-consultants that will be involved along with a description of roles and responsibilities, qualifications, and relevant experience. Curriculum vitae should be attached.
4. An outline of the Proponent's approach and strategies, how the data will be collected and evaluated, and how the options will be developed and evaluated.
5. Identification of the stages of interim reporting, final reporting methods and products.
6. Proposed timelines, details of the onsite hours, non-onsite hours and key milestone dates.
7. A discussion of issues and opportunities related to this Project and suggested ways of dealing with these.
8. Identification of resources and support required from the Corporation and its staff.
9. Anticipated format, contents and timing of meetings and reports.

DELIVERY AND CLOSING TIME FOR PROPOSALS

Proposals shall be submitted in sealed envelopes with covering pages and delivered to:

Corporation of the Town of South Bruce Peninsula
c/o Bill Klingenberg
315 George Street
P.O. Box 310
Warton, ON
N0H 2T0
Attn: Community Services

Proposals must be received no later than 4:00 p.m. Friday, April 12th, 2019.

Proposals shall be officially opened on Monday, April 15th, 2019 in accordance with the Town's procurement processes

A Proponent may request that their Proposal be withdrawn only prior to the Proposal closing time. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company officer and is delivered in hard copy or electronically to the Director of Community Services. Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal prior to the closing time.

Questions/Inquiries

Inquiries regarding the RFP process or format of the response must be directed to Bill Klingenberg, Director of Community Services by e-mail to bill.klingenberg@southbrucepeninsula.com

Inquiries related to the scope and deliverable in this RFP are also to be directed to Bill Klingenberg, Director of Community Services by e-mail to bill.klingenberg@southbrucepeninsula.com

Inquiries must not be directed to other municipal employees or boards, or Council members. Information obtained from any other source is not official and should not be relied on.

PROPOSAL EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated based on the following criteria. The project will be awarded to the Proponent who, in the sole judgment of the Corporation, provides the best overall value. An onsite interview may be requested for those proponents shortlisted.

Rated Criteria	Maximum Points (weight)
Understanding of project goals and principles of engagement	20
Methodology and process design and proposed execution of work plan and timelines	30
Specific municipal parks and recreation master planning experience and knowledge	20
Clarity and completeness of proposal	5
Cost (Separate Envelope)	25
TOTAL	/100

Other Conditions

Proponents should also be aware of the following conditions when submitting proposals:

- Pricing is only one of the factors being considered in determining the most suitable proposal.
- In submitting a proposal, the Proponent acknowledges the Corporation's right to accept other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the Corporation's decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the Corporation's best interest to do so.
- All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.
- All proposals are to be submitted with the understanding that the selection of a proposal shall not thereby result in the formation of a contract. Nor shall it create any obligation on the Corporation to enter into further discussions.
- The Corporation reserves the right to reject any or all proposals. The Corporation also reserves the right to not proceed with the project without stating reason thereof.
- The Corporation reserves the right to conduct reference checks on the Proponents, the results of which may affect the award decision.
- The Corporation retains the option to evaluate proposals based on other criteria or considerations that may emerge as the RFP and proposal process proceeds.
- Submission of a Proposal indicates acceptance by the Proponent of all of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the formal contract between the Corporation and the Proponent.
- Proposals are subject to a formal agreement being negotiated, prepared and executed. This RFP shall form the basis of the form of agreement. The Corporation reserves the right to negotiate the terms and conditions of the agreement.
- All submissions shall become the property of the Corporation.

PROPOSED PROJECT TIMETABLE

DATE	ITEM
March 18 th , 2019	Date of RFP Issue
April 5 th , 2019	Deadline for Questions
April 12 th , 2019 @ 4pm	Proposal Submission deadline (closing)
April 15 th – 17 th , 2019	Review Period
April 18 th – 19 th , 2019	Onsite interviews, if necessary
Week of April 22 nd , 2019	Proponent selected and notified
April 29 th , 2019	Project commences
September 20 th , 2019	Project completed, draft report delivered to Senior Management Team
October 1 st , 2019	Final report presented to council

Although every attempt will be made to meet all dates, the Corporation reserves the right to modify any or all dates at its sole discretion.

GENERAL TERMS AND CONDITIONS

Rights of the Corporation

- a) The Corporation of the Town of South Bruce Peninsula is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Corporation of any bid or by reason of any delay in the award of the contract.
- b) The Corporation reserves the right to accept/reject any or all responses and/or reissue the RFP in its original or revised form.
- c) The Corporation reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) The Corporation reserves the right to substitute components where the Corporation considers that an alternative may be more suitable.
- e) The Corporation reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the contract.
- f) The Corporation reserves the right to cancel this RFP at any time, without penalty or cost to the Corporation. This RFP should not be considered a commitment by the Corporation to enter into any contract.
- g) The Corporation reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Corporation reserves the right to begin negotiations with the next selected Proponent.
- h) Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the Corporation and the Proponent regarding the interpretation of the provisions of the RFP, the Corporation's Director of Community Services, or Chief Administrative Officer, shall make the final determination as to interpretation.

General Notes to Proponent

The Proponent is not to act on verbal instruction from the Corporation on work they consider to be extra to their contract scope. Extra work can only be authorized by the Director of Community Services and Chief Administrative Officer. The written form must also include that this work is an extra to the contract scope and the method by which extra costs will be tabulated.

This Proposal is made by the Proponent without any connection, knowledge, and comparison of figures or arrangement with any other person or persons submitting a Proposal for the same services, and is in all respects fair and without collusion or fraud.

Conflict of Interest

Each Proponent shall include a statement indicating whether or not the firm or any individuals working on the Project has a possible conflict of interest (e.g., employed by the Corporation) and, if so, the nature of that conflict.

The Corporation reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proponent. The Corporation's determination regarding any questions of conflict of interest shall be final.

Character and Employment of Workers

The successful Proponent shall employ only orderly, competent and skillful employees to ensure that the services are carried out in a respectful manner.

In the event that any person employed by the successful Proponent in connection with the service arising out of this Proposal gives, in the opinion of the Corporation just cause for complaint, the successful Proponent upon notification by the Corporation in writing shall not permit such person to continue in any future service arising out of this Proposal.

Termination of Contract

Either party may terminate this agreement at any time upon giving notice in writing at least thirty (30) days prior to the date of termination without penalty or recourse. In the event of such termination, the Proponent shall be paid for services up to and including the date of termination.

Sub-Contractors

The Proponent shall identify any sub-contractors who will be carrying out any part of this project in the "Detailed Work Plan". The Proponent shall identify the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Corporation has the right to reject any of the sub-contractors so named. In this event, the Proponent shall arrange to have the work done by such other sub-contractor as may be approved by the Corporation.

Insurance and Indemnification

General Liability Insurance on an occurrence basis for an amount not less than Five Million, (\$5,000,000) dollars, and shall include the Corporation of the Town of South Bruce Peninsula as an additional insured with respect to the Proponent's operations relating to its obligations under this Agreement, such policy to include but not limited to bodily injury, personal injury, property damage including loss of use thereof, contractual liability, owners' and contractor's protective, products and completed operations, non-

owned automobile, contingent employers liability and contain a cross liability and severability of interest clauses.

Professional liability insurance (Errors & Omissions) in an amount not less than Two Million (\$2,000,000) per claim. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with this Agreement. Upon completion of the work the policy shall remain in force for twelve (12) months.

Automobile Liability on all vehicles owned, operated or licensed in the name of the Proponent in the amount of not less than five million (\$5,000,000) dollars on an occurrence basis.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Corporation in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Corporation reserves the right to request such higher limits of insurance or other types of policies appropriate to the work, as the Corporation may reasonably require.

The successful Proponent shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Corporation. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

The successful Proponent shall indemnify and hold the Corporation harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

Health and Safety and WSIB

The successful Proponent is required to conform with the Occupational Health and Safety Act as it relates to the performance of the contract. In addition, the successful Proponent will be required to supply the Corporation with a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every ninety (90) days.

Town is Not the Employer

The Proponent agrees that the Corporation is not to be understood as the employer to any successful proponent nor to such proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this bid document. Also, in accordance with the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "constructor" as defined under this act.

Protection of Corporation

The successful Proponent shall at all times well and truly save, defend, keep harmless and fully Indemnify the Corporation and its servants, employees and agents,

from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Corporation, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied or the supplying thereof, or work or services performed, or the performing thereof, pursuant to this Proposal or relating to inventions, copyrights, trademarks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

If the Town receives a claim that any product or part thereof (herein called the "product") manufactured or supplied by the Proponent infringes a Canadian patent, it shall notify the Proponent promptly in writing and give the Proponent information, assistance and exclusive authority to evaluate, defend and settle such claim. The Proponent shall then at the Proponent's own expense and option (1) settle such claim or (2) procure for the Corporation the right to use such product as is (3) replace or modify it to avoid infringement, or (4) defend against such claims.

Invoicing

The normal payment terms offered are net 30 days. Payment terms shall only be modified at the sole discretion of the Corporation.

We are requesting firm pricing for the term of the contract. Price changes caused by Government Tax Legislation will be accepted, but these changes must be submitted in writing and accepted by the Corporation prior to being invoiced. No other price changes will be accepted. All prices quoted shall be in Canadian funds.

Standards and Legislation: Failure to Comply

The successful Proponent may be required to provide written documentation that all material proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful Proponent must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the successful Proponent to comply with these laws, legislation, regulations and provisions shall be just cause for the Corporation at its discretion to stop performance of this contract, until such times as the successful Proponent complies with these laws, etc. Also the Corporation may at its discretion award the contract to any other proponent or may re-issue the Proposal.

The Corporation may assess against the successful Proponent any damages whatsoever as a result of failure to comply.

Accessibility Regulations For Contracted Services

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.

2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

Compliance with Laws, Notices, Permits and Fees

The successful Proponent shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and by-laws, relevant to this Proposal.

The successful Proponent shall obtain the necessary permits, licenses and certificates and pay the fees required for the performance of the work which are in force at the date of the Proposal closing.

The successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the work.

Errors and Omissions

The Corporation shall not be held liable for any errors or omissions in any part of this RFP. While the Corporation has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Corporation nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Freedom of Information

All information obtained relative to this RFP is the property of the Corporation. All written Proposals received by the Corporation become a public record. Once a Proposal is accepted by the Corporation, and a contract is signed, all information contained in them is available to the public, including personal information.

Submissions of Proposals as a result of this RFP are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Release of information contained in the Proposal may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the Proponent. This would include scientific, technical, financial or labour relations information.

All requests for information must be made in writing and submitted to Angie Cathrae, Town Clerk at angie.cathrae@southbrucepeninsula.com

Proponents may mark any part of their submission as confidential except the Total Contract Price and their name. A watermark or rubber stamp imprint is suitable for this purpose. The Corporation will use its best efforts not to disclose any information so marked, but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

Default by Proponent

If the Proponent commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Proponent makes a general assignment for the benefit of its creditors; then, in any such case, the Corporation may, without notice, terminate the Contract.

Any termination of the Contract by the Town as aforesaid shall be without prejudice to any other rights or remedies the Town may have.

All statements made under the General Terms and Conditions of this RFP shall be read as if the “Corporation” or “Town” includes “The Corporation of the Town of South Bruce Peninsula” as may be applicable. In all instances, this RFP and the resulting contract with the successful proponent shall be inclusive of the Corporation.

Appendix A: Form of Proposal

RFP 19-08 for the Town of South Bruce Peninsula Parks, Recreation & Culture Master Plan.

Proponents must complete this form and include with the Proposal Submission.

I/We the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the Proposal.

I/We further declare that all statements, schedules and other information provided in this Proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/We declare that this Proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a Proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the Corporation of the Town of South Bruce Peninsula is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that if awarded the Contract, I/We will agree and adhere to the following:

- a) That submission of a proposal indicates acceptance by the Proponent of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the Corporation and the Proponent selected.
- b) That the Proponent acknowledges and agrees that the findings and finished materials provided under the terms of the Contract have been specially ordered or commissioned as work-made-for-hire for use by the Corporation and that the Corporation shall own the right, title and interest thereto.
- c) That the Proponent agrees that the Corporation has unlimited use of the materials and ideas generated by the Proponent through the course of the project.
- d) That the materials or information developed by the Proponent and/or its employees and/or agents will not be designed in such a way as to bind the Corporation to the Proponent either directly or indirectly for the supply of future materials or services.
- e) That, upon termination of the Contract, the Proponent will deliver to the Corporation, all copies of available working papers, files, and other documentation

in its possession and which are applicable to this agreement, and return to the partner municipalities all files and other materials belonging together with all copies thereof, wherever located without demand or notice.

- f) That the proposal and all prices contained within are valid for ninety (90) days from the RFP closing date.

I/We further declare that the undersigned is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate all matters with the representatives, relative to this Proposal.

1.	Company Name	
2.	Proponent's Contact	
3.	Address (including Postal Code)	
4.	Office Phone #	
5.	Office Fax #	
6.	Email address	
7.	Website	
8.	HST Account #	

PROPOSAL SUBMITTED BY:

Proponent Signature	
Name and Position	
Date	