

The Corporation of the Municipality of Mississippi Mills

REQUEST FOR PROPOSAL

Consulting Services for the Development of a Strategic Plan

Please submit complete proposal using the attached forms,
quoting the above proposal and closing date; and forward before
4:00 p.m. local time, December 13th, 2021 to:

**Ken Kelly – Chief Administrative Officer
The Corporation of the Municipality of Mississippi Mills
Municipal Office
3131 Old Perth Road
RR2, P.O Box 400
Almonte, Ontario
K0A 1A0**

Submissions must be received in accordance with the attached RFP forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

Contact:

Mr. Calvin Murphy
Recreation Manager
Almonte Old Town Hall
14 Bridge Street
Almonte, Ontario, K0A 1A0
613-256-1077 ext. 24
cmurphy@mississippimills.ca



mississippimills.ca



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A. THE PROJECT AND PROPOSALS

1.0 INTRODUCTION

The Corporation of the Municipality of Mississippi Mills, herein referred to as “the Municipality”, invites proposals from professional firms interested in the provision of consulting services for the development of a Strategic Plan. The Proposal must meet all the requirements outlined in this document. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) may be possible.

2.0 TERM OF THE PROJECT

The completion date for the work is set for **July 1, 2022**. The Municipality of Mississippi Mills reserves the right to cancel the contract at its sole discretion based on sixty (60) days 'notice.

3.0 RFP SCHEDULE

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

Release of RFP:	November 9, 2021
Deadline for Submitting Questions:	November 29, 2021, 2021
Deadline for Responding to Questions:	December 6th, 2021
RFP Closes:	4:00 pm - December 13th, 2021
Final Selection and Notification:	January/Early February,2022

4.0 PROJECT AUTHORITY AND INVOLVEMENT

This RFP is administered by the Recreation Manager reporting to the Chief Administrative Officer (CAO). All inquiries regarding this RFP must be directed as specified in Section A – 6.0 herein.

5.0 PROJECT STAKEHOLDERS

The decision-making authority rests with the Municipality of Mississippi Mills.

The following parties are stakeholders in this Request for Proposal:

- Municipality of Mississippi Mills Mayor and Council
- Municipality of Mississippi Mills Chief Administrative Officer
- Recreation and Culture Department staff
- Daycare Department Staff
- Project Stakeholders (See appendix)

6.0 INQUIRIES

Any clarification of this document or request for additional information must be received by 4:00 p.m. **Wednesday November 29th, 2021** in writing, or email to:

Mr. Calvin Murphy
Recreation Manager
Municipality of Mississippi Mills
Recreation and Culture Department
Almonte Old Town Hall
14 Bridge Street
Almonte, Ontario K0A 1A0
613-256-1077 ext. 24
cmurphy@mississippimills.ca
www.mississippimills.ca

If necessary, a written addendum will be sent to all proponents. Should any proponent find discrepancies in, or omissions from the specifications, or should a proponent be in doubt as to their meaning, they must notify the staff contact indicated in this section in order to obtain clarification.

No notation calculated or intended to change or alter the above context in respect of specification(s), delivery, terms, conditions, etc., shall be made to the herein form by any proponent. All points as may be intended to reflect changes as herein referred shall be clearly set out in a separate letter, which shall be appended hereto.

7.0 PROPOSAL CONTENT

Each Proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the services required as well as a clear statement as to the actual total price, including the following:

- Submissions shall include the legal name and form of the firm(s), a company profile(s), specify the parent company if applicable, including years in business, an overview of the experience of the firm(s) in providing similar services or goods to the public sector, and any other relevant information about the responding firm(s).
- Evidence of insurance on an appropriate form/certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract to the Municipality of Mississippi Mills by email to the attention of Ken Kelly (Chief Administrative Officer) kkelly@mississippimills.ca .
- A current WSIB Clearance certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract. Current clearance certificates shall be emailed to the attention of Ken Kelly (Chief Administrative Officer) kkelly@mississippimills.ca .
- A copy of your health and safety policy.
- Section E –Contact Information and Reference Chart. A minimum of three professional/client references.
- An outline of the personnel that will be managing and assigned to the project work with a brief description of their background and experience.

8.0 EVALUATION OF PROPOSALS

Submission evaluation will be conducted. The bid submission review committee has been established to evaluate bid submissions. The bid submission review committee will consist of: 2 Members of Council, CAO, Recreation Manager, Community Economic and Cultural Coordinator and Daycare Manager.

Project submissions to be evaluated based on the criteria as set out in Table 1 below.

Table 1 – Evaluation of Submissions

Evaluation Criteria	Weighting
Innovative approach to project – 10% Methodology and process and collaborative nature – 10%	20%
Project Team 15%	15%
Understanding of project goals and objectives as demonstrated by: Knowledge of Town/Community & Corporation – 10%	10%
Expertise and demonstrated results from similar projects - 15% Demonstrated knowledge of relevant policies and legislation - 5%	20%
Clarity & completeness of submission	5%
Price submission for project	30%
Total:	100%

9.0 SUBMISSION OF PROPOSALS

Submissions in sealed envelopes, clearly marked “Strategic Plan” will be received no later than **4:00 p.m. Local Time, Monday December 13th, 2021**, and shall be addressed to the Chief Administrative Officer (Ken Kelly), 3131 Old Perth Road, Almonte Ont., KOA 1A0. Submissions will be received by the staff person designated by the Municipality at the Municipal Office counter no later than the time and date stated in this section.

To receive consideration, proposal documents must be received prior to the specified time of closing. Proponents are solely responsible for the method and timing of delivery of the proposal documents. Failure to comply with proposal submission requirements may result in the rejection of the proposal. No proposal documents may be withdrawn after closing. Prior to closing, RFPs may be withdrawn only upon written request signed by an authorized officer of the company.

10.0 MUNICIPAL RIGHTS AND OPTIONS

The municipality, in its sole discretion, reserves the following rights:

- Supplement, add to, delete from or change this solicitation document.
- Determine which respondent, if any, should be selected for negotiations.
- Reject any or all proposals or information received pursuant to this RFP;
- Cancel this RFP with or without the substitution of another RFP;

- Request additional data or information after the submittal date, if such data or information is considered pertinent to aid the review and selection process;
- Conduct investigations with respect to the qualifications and experience of each respondent;
- Take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of the municipality;
- Require one or more respondents to supplement, clarify or provide additional information in order for the municipality to evaluate the proposals submitted;
- Waive any informalities or irregularities in the submittals or to re-advertise.
- That the lowest, or any bid, will not necessarily be accepted

B. PROJECT REQUIREMENTS

The Municipality of Mississippi Mills is seeking proposals from qualified and professional consulting firms and consortiums to work with the Municipality in the development of a Strategic Plan that will allow the Municipality to strategically manage the direction of the department until 2032.

1.0 INTRODUCTION

The Corporation of the Municipality of Mississippi Mills invites proposals from professional consultant firms and consortiums interested in fulfilling the requirements outlined in the Strategic Plan.

The Proposal must meet all the requirements outlined in this document and appendices. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) may be possible.

2.0 BACKGROUND OF THE PROJECT

This RFP for the development of the Strategic Plan will be administered by the Recreation Manager. The Strategic Plan will include all Community services including parks, facilities, programming, culture, public art, heritage, staffing components of the Recreation and Culture department and Childcare services. An organization wide service delivery review was completed in 2020 and resulted in several organizational and corporate changes as well as recommendations for additional work. In January of 2019, Blackline Consulting finalized a service review for Recreation and Culture which provided specific recommendations for the department moving forward. This particular report will be shared with the successful bidder outlining the findings and recommendations for the department. In December 2015, Dillon Consulting completed an Active Transportation plan for the Municipality, this too will be provided as a resource to the successful bidder. The Mississippi Mills Public Library Board's Strategic Plan will also be provided as a resource document for the project. It will take into consideration age friendly components for all areas. The Strategic Plan should also include input from other departments such as Public Works and the Planning Department as these departments work closely with Recreation and Culture and Childcare. Input should also be obtained from local groups who provide valuable services to our community such as the Pakenham Curling Club, Mississippi Mills Youth Centre, all Mississippi Mills Museums, Community Halls run by Community organizations such as Union Hall and Clayton Hall and local organizations who organize and run events throughout the Municipality such as Naismith 3 on 3 basketball, Celt fest, Neighborhood Tomato and others including service groups such as Legions, Civitan's, local schools, Care Bridge Community Support, and Mississippi Mills libraries.

3.0 PROJECT COSTS

The total cost of the Project will be one (1) of the criteria in the consultant team selection process and is the upset limit for the Project. It is anticipated that the total cost of the Strategic Plan shall not exceed **eighty thousand Dollars (\$80,000.00)**. Proposals with fees in excess of the anticipated costs require a clear explanation outlining the rationale for increasing the cost.

The contract between the Municipality of Mississippi Mills and the consultant team shall specify the Project cost for the Strategic Plan. The cost shall be considered an upset figure which should not be exceeded. Further in this regard, please note the following:

- 3.1 The cost of advertising, room rentals and refreshments required for meetings open to the public in the context of the public consultation process and the Municipality of Mississippi Mills consultation process will be paid by the Municipality of Mississippi Mills. The Municipality of Mississippi Mills will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.
- 3.2 The cost of any presentation support materials, exhibits and Project products will be the responsibility of the consultant team.
- 3.3 The Proposal must outline all costs associated with supplying the identified services. The total price must fall within the budgeted finances and be stated clearly at the outset. Final selection will be subject to successful contract negotiations with the preferred consultant team.

No guarantee or warranty is given or implied by the Municipality as to the total amount that may or may not be purchased from any resulting contracts. Any quantities stated are for proponent's information only and will be used for tabulation and presentation of proposal, and the Municipality reserves the right to increase or decrease quantities as required.

In the event of any discrepancy between any unit price and an extension, the unit price shall govern.

4.0 PROJECT ADMINISTRATION / PROJECT SUPERVISION

Project Lead and Main Contact: Calvin Murphy, Recreation Manager

5.0 OVERALL OBJECTIVES

The overall objectives of the Strategic plan process are:

Objective 1 – Public Engagement

1. Engagement with the community through meaningful consultation on the future of Recreation Services, Cultural events and Daycare services. .
2. The Engagement process should be completed by a Public Relations firm, or a team with significant demonstrated experience in the creation or surveys, survey techniques, online and other survey tools, and analysis of data to determine preferences by various criteria such as but not limited to wards of the Municipality, age, etc...,
3. Proponents are cautioned that relying solely on online techniques will not be considered as a complete engagement process as there are significant challenges with online access in the community and the evaluation of responses will reflect that online is not considered a complete engagement process.

Phase 2 – Develop Community Services Strategic Plan

4. Confirm the findings of the previous review completed by Blackline Consulting and update as necessary.
5. Based on the previous report completed by Blackline Consulting and current knowledge including the results of the engagement process, present opportunities/recommendations/options to reduce and/or enhance programs/services and service levels; including risks associated with proposed changes.
6. Explore, evaluate and present partnership recommendations/options.
7. Define what role or approach to service delivery the Municipality should play in each service area which includes (Parks and Recreation, Culture and Childcare services) such as.
 - A. Provider of facilities.
 - B. Provider of facilities and Programming of services.
 - C. Provider of information about programs and services offered through partners.
 - D. Other roles that should be explored.
8. Based on the evaluation, research and consultation, propose recommendations/options for the overall department. Lead, and conduct a creative and inclusive consultation process that includes in person consultation with the community, Senior Staff, Council and User groups including town hall meetings and in person interviews. Develop and present a final Community Services Strategic Plan that should guide Municipality's long-term decision making for the next 10 years in each service area, with regards to delivery approach, staffing, capital investment and approach to programming.

5.1 STUDY CONSIDERATIONS

The Strategic Planning process will review, research and make policy recommendations with respect to the following areas of interest:

- Access the array of programs and services currently provided in relation to community needs and desires over the life of the plan.
- The Municipalities role in providing parks, facilities and recreation opportunities in the Municipality of Mississippi Mills in the greater community wide perspective. Evaluate current demographics of Mississippi Mills and need for further development in the childcare sector, in particular Forest and Nature Schools.
- Determine the wants/needs of residents, families in the community regarding childcare or other related programs.
- Determine potential, suitable space for development of these services.
- Assess partnerships with community groups/ neighbouring municipalities/school boards/county.
- The relationship between Municipal services and those provided by other agencies, organizations and the private sector.
- The role of partnerships, principles and objectives to guide the development of community partnership arrangements in the future.

- Evaluate the Role of the Municipality's Museums in:
 - Curating and preserving the history of the people
 - Creating an and promoting an identity for Mississippi Mills
 - Offering programming for all ages
 - Community Space/Hub
- What role should the Municipality play in managing, supporting or funding the Museums?
- Review Community and Cultural Events coordinated by outside organizations, what benefit are they to the community, what is the Municipalities role in supporting these activities, financially and otherwise
- Identify existing resources and organizations within the community that are currently helping to meet resident's needs, and providing community services (Community Halls, Service Clubs, Volunteer organization, Charities) What is the Municipalities role in working with and supporting these organizations?
Consider future partnerships with arm's length organizations to meet the needs of the community (Youth Centre, Care Bridge Community Support, local schools and Mississippi Mills libraries).
- Changes required or needed to current policies, processes and activities to move the status quo from its current state to its desired state.
- Options for the optimal organizational structure, staffing levels and professional competencies to ensure the success of the Strategic Plan recommendations.

6.0 ASSUMPTIONS

The following is a list of general assumptions related to the Proposal submission and the undertaking of this Project following contract award:

- Harmonized Sales Tax (HST) and other applicable taxes shall be included in the submitted price.
- Submissions shall be irrevocable for one hundred-twenty (120) days.
- The consultant team shall and must provide all services specified in Section B of this RFP.
- The Municipality of Mississippi Mills can rely on the consultant team's knowledge of provincial safety regulations and labour laws.
- The consultant team shall provide such additional insurance coverage as set out in Section C of this RFP.
- In addition to the Commercial General Liability and Automobile coverages specified in Section C, Part 18, proof of Error and Omissions coverage is also required.

7.0 RESOURCE REQUIREMENTS

Consultant Resources

Proponents must detail any resources they will provide and require as part of the Proposal. This includes all resources; third party consultants or sub-contractors including Municipality of Mississippi Mills resource requirements that are assumed to be outside those requirements defined in the document.

Available Municipal Resources

1. Make available within a reasonable time and with reasonable notice, staff required for interviews to collect information.
2. Make available for viewing and possible copying all appropriate information, mapping, and documentation relevant to the Project. The Municipality will have the sole discretion in determining which information is appropriate to be copied and given to the consultant team. The said consultant team is responsible for verifying the accuracy of all information provided by the Municipality.
3. The cost of any reasonable advertising, room rental and refreshments required for meetings open to the public. The Municipality will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.

There are some pertinent documents, reports, as well as other resource materials that may be relevant to the creation of the Strategic Plan.

Digital Sources of Information

Mapping is recognized as an important element in the Project. The Municipality of Mississippi Mills does have access to internal GIS capabilities for its mapping needs.

8.0 MILESTONES AND RESULTS

The Department proposes that the Strategic Plan project be comprised of 3 phases. The approach described below is open for discussion and may be modified if the consultant felt other approaches would better meet the desired outcome. The proposed elements are included within the phases listed below.

Phase 1 – Project start-up, information gathering and consultation process. Includes engagement planning, planning workshop(s), in person interviews with staff, internal, external & community stakeholders. Includes review of background information, demographics, current & future trends, community inventory, services, programs and facility needs. Concludes with an assessment of current and future demands for Community Services. Update to Council – Interim report #1.

Phase 2 - Includes recommended service delivery options and discussion ensuring alignment with developed vision, mission statement and value system. Services provision methods, processes, strategies including budget requirements and financing options, partnerships, community, and stakeholder consultation. Update to Council – Interim report # 2.

Phase 3 -Concludes with directions & priorities, draft report, public review/open house(s), final report – master plan.

The proposed timeline for the phases is indicated in the Proposed Timeline Chart below and is subject to further input from consultants. The x's are indicative of an update to Council through an interim report and discussion paper. During Phase 3, a draft and final report will be provided. Actual dates to be determined in consultation with staff.

Proposed Timeline Chart

Phases	Winter 2022	Spring 2022	Summer 2022
1	x		
2		x	
3			x

The deadline for delivery of the Strategic Plan project is **July 1st, 2022**.

9.0 ROLES & RESPONSIBILITIES

Consultant

The Consultant will also be open to incorporate any further items that may be identified throughout the proposed process, as may be received by a consultant as part of what they propose is necessary to properly deliver the product needed.

Consultant firm's responsibilities are to:

- Assign a team of individuals with the required skills and expertise to deliver on the project goals and objectives;
- Conduct and complete the work elements as identified within this document;
- Work with assigned Municipal staff in a collaborative and supportive fashion to support skill development opportunities for staff assigned to the project;
- Design and conduct public input sessions with support of Department staff as needed or required;
- Provide monthly updates to the project lead;
- Provide comprehensive, innovative and collaborative opportunities throughout the process;
- Ensure public, stakeholder, Department and Corporate management, and Council involvement in the Strategic Plan process and development of recommendations;
- Provide draft and final versions of the Strategic Plan document in accordance with Section B 8;
- Provide progress reports, discussion papers, draft and final versions of the Master Plan document.
- Draft appropriate advertising and communications as needed for the project;
- Meet project timelines;
- Provide itemized project invoices in a timely fashion not less than bimonthly; and
- Not to exceed cost for project.

2. Department role

The Department's role is to direct and participate in the Strategic Plan process and deliver a Strategic Plan for Parks and Recreation, Culture, and Daycare that meets the project goals and objectives.

The Department's responsibilities are to:

- Identify Project Lead;
- Assign staff as required to help meet project goals and objectives;
- Provide background materials and data as needed and available;
- Provide rooms and facilities for meetings, consultations, open houses, focus groups, etc.;
- Provide current contact information for stakeholder groups, including Municipal Committees and Boards;
- Provide a webpage for ongoing communication vehicles as needed for the project;
- Provide advertising and communication vehicles as needed for the project;
- Meet timelines necessary to achieve project goals and objectives;
- Consult with the Working Group to receive ongoing input and comment as the plan develops; and

3. Steering Committee role

The Steering Committee's role will be to help guide the development of the project and work closely with the successful consultant team on a regular basis. The Steering Committee will be composed of 2 members of Council, The CAO, Recreation Manager, Community Cultural Economic Coordinator and Daycare Manager.

10.0 INTERIM AND FINAL REPORTING

The successful consultant team shall provide, on a monthly basis, a written status report and an accompanying detailed invoice to the project lead. The update must include an outline of the work completed to date, work completed since the last update, and a discussion of how the project is proceeding including any unexpected difficulties. The Municipality of Mississippi Mills reserves the right to determine interim and final reporting requirements during the term of the contract as the process unfolds to address specific ongoing needs.

11.0 PRODUCT DELIVERY

1. Delivery date for the Strategic Plan is **July 1st,2022**.
2. All documents, plans and documentation developed during the Strategic Plan project become the property of the Municipality of Mississippi Mills.
3. All documents, plans and submissions to the Municipality of Mississippi Mills will be provided in digital format suitable for reproduction purposes and will be owned by the Municipality of Mississippi Mills.

All reports, discussion papers and other submissions as required are to be provided to the Municipality of Mississippi Mills in the following way; requisite number of bound copies and 1 unbound version and 1 electronic version on CD –ROM.

- Final report - (12 hard copies, one unbound, and 3 copies CD–ROM).
- Executive Summary Document (12 copies, one unbound, and CD Rom).
- Final presentation of report, through PowerPoint Presentation, to Municipal Council.

12.0 FORMAL CONTRACT

If a preferred consultant team is ultimately selected for service delivery, the said consultant team shall be prepared to enter into a contract satisfactory to the Municipality of Mississippi Mills that will allow the Municipality the use of concepts, products, processes produced or resulting from the services rendered by the consultant team in connection with the Project or which are otherwise developed or first reduced to practice by the consultant team in the performance of the services for this Project. This Proposal shall constitute part of the terms and conditions of the contract award.

C. GENERAL TERMS AND CONDITIONS

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

1. Improper Delivery.

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

2. Signing Requirements.

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

3. Applicable Law.

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

- the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
- *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for

the health and safety of all employees and others present on the site. Each proponent also acknowledges that the Municipality is relying on this warranty in its decision to award the contract to the proponent,

- *Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13 of which statute states:
In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.*

This RFP, each submission and the Project itself are also each subject to the provisions of the Procurement Policies and Procedures By-law 09-42 of the Corporation of the Municipality of Mississippi Mills, as amended.

4. Municipality Not Liable for RFP Costs.

The Corporation of the Municipality of Mississippi Mills shall not be liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

5. Required Warranties.

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

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

6. No Obligation to Contract.

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

proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the Municipality.

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

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

7. Contract Payments.

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

8. Limitation of Liability.

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

9. Dispute.

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

10. No Assignment.

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

11. Fit for Use.

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

12. No Implied Waiver.

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

13. Governing Law.

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

14. Force Majeur.

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

15. Deemed Satisfaction as to Submission.

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

16. Default Under Project.

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

17. Title and IP Right to the Work.

Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the Municipality upon delivery and acceptance thereof by or on behalf of the Municipality. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the Municipality of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the Municipality and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

18. Insurance.

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

19. Enforcement.

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

20. Privacy and Freedom of Information.

All submissions and attached materials received in response to this RFP are deemed to be the property of the Municipality of Mississippi Mills as of the date of their submission except to the extent they are protected as third-party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Corporation of the Municipality of Mississippi Mills. Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Municipality shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:

The cover letter to the tender, quotation, or proposal;

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

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

D. FORM OF IRREVOCABLE OFFER

I hereby offer to provide the requirements under Request for Proposal

STRATEGIC PLAN

to the Corporation of the Municipality of Mississippi Mills according to the terms set out in this Proposal as well as in the RFP including the requirement for and acceptance of a formal contract acceptable to the Corporation of the Municipality of Mississippi Mills. I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the Municipality of Mississippi Mills for a period of one hundred-twenty (120) days from the closing date for the receipt of Proposals.

WITNESS _____ **SIGNED** _____

OR **NAME** _____

(Affix Company Seal if applicable) **TITLE** _____

COMPANY _____

ADDRESS _____

CITY/PROV. _____

POSTAL CODE _____

TELEPHONE _____

FAX NO. _____

E. CONTACT INFORMATION & REFERENCES

Company contact information

CONTACT PERSON	
E-MAIL ADDRESS	
REGULAR PHONE NUMBER	
EMERGENCY PHONE NUMBER	

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

COMPANY	
NAME	
TITLE	
EMAIL	
Description of the Project and the dollar value	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
Description of the Project and the dollar value	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
Description of the Project and the dollar value	
PHONE NUMBER	



APPENDIX A

STRATEGIC PLAN

DRAFT LIST – RELATED STUDIES

The following list is an indication of the available studies and plans which may be chosen for inclusion in the Strategic Plan Study:

1. 2020 Service Delivery Review
2. 2013 Municipality of Mississippi Mills Recreation and Culture Master Plan
3. Town's Community Official Plan

PROJECT STAKEHOLDERS & COMMUNITY SERVICES GROUPS/CLIENTS:

- Almonte Civitan Club
- Almonte Curling Club
- Almonte Fish and Game Club
- Almonte Horticultural Society
- Almonte In Concert
- Almonte Lawn Bowling
- Almonte Lions Club
- Almonte Pakenham Minor Hockey Association
- Almonte Soccer Club
- Almonte Tennis Club
- Care Bridge Community Support
- Celtfest Committee
- Clayton Hall Committee
- Folk Us
- Lanark County Support Services
- Light Up the Night Committee
- Mississippi Little League
- Mississippi Mills Beautification Working Group
- Mississippi Mills Bicycle Month
- Mississippi Mills Pride
- Mississippi Mills Public Library
- Mississippi Mills We All Belong
- Mississippi Mills Youth Centre
- Mississippi Valley Conservation Authority
- Mississippi Valley Textile Museum
- Naismith Basketball Association
- Neighbourhood Tomato Community Gardens
- North Lanark Agricultural Society
- North Lanark Regional Museum
- Pakenham Civitan
- Pakenham Curling Club
- Pakenham Fair Committee
- Pakenham Horticultural Society

- Pakenham River Trail Working Group
- Ramsay Women's Institute
- Riverwalk Working Group
- Royal Canadian Legion- Branch 240
- R Tait McKenzie Board
- Union Hall Committee