REQUEST FOR PROPOSALS
RFP # 2020-EDO-01
Consulting Services for
Economic Development Strategy

POSTING DATE: July 28, 2020
SUBMISSION DUE DATE: August 21, 2020
TIME: 4:00 P.M. E.S.T.
LOCATION: The Corporation of the Town of Wasaga Beach
Town Hall
30 Lewis Street
Wasaga Beach, Ontario
L9Z 1A1
edo@wasagabeach.com

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

DEADLINE FOR QUESTIONS (must be in writing): August 4, 2020
4:00 P.M. E.S.T.

PROCUREMENT CONTACT: Tyler King
Economic Development Officer
E-mail – edo@wasagabeach.com
Phone – 705-429-3844 x 2274
PROPOSAL SUBMISSION LABEL

PROJECT NO: 2020-EDO-01

PROJECT DESCRIPTION: Town of Wasaga Beach
Economic Development Strategy

FROM: ___________________________________________________________________

TO: Tyler King
Economic Development Officer

COMPANY NAME: Town of Wasaga Beach

ADDRESS: 30 Lewis Street
Wasaga Beach, Ontario
L9Z 1A1

CONTACT NAME: ___________________________________________________________________

PHONE NO: ___________________________________________________________________

CLOSING DATE: ___________________________________________________________________

DATE/TIME RECEIVED: ___________________________________________________________________

CLOSING TIME: ___________________________________________________________________

RECEIVED BY: ___________________________________________________________________

RFP # 2020-EDO-01
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1.0 Introduction

The Town of Wasaga Beach is seeking professional services to develop an Economic Development Strategy. This project will require a consultant skilled in group facilitation, collaboration, analysis of opportunities and strategy formulation.

The Strategy will identify ways of creating a robust year-round economy while creating an environment favourable for attracting and retaining current, new and diverse investment, increasing local employment, attracting working age residents and building a robust, sustainable and complete community.

The Strategy will take into account the strengths of our existing tourism economy, but focus on addressing new economic opportunities for the Town of Wasaga Beach for next 3 to 5 years.

2.0 Definitions

The following definitions apply to the interpretation of the RFP.

“RFP” means Request for Proposals.

“Proposal” means all the documentation submitted by the Proponent in response to this RFP, which has been accepted by the Town, in whole or in part.

“The Town” means the Town of Wasaga Beach.

“Proponent” means the legal entity submitting a response to the Request for Proposals.

“Services” means the goods and/or services to be provided by the Consultant to the Town.

“Consultant” means the successful Proponent that has signed the Agreement.

“Addenda” or “Addendum” means such further additions, deletions, modifications or other changes to any Proposal Document.

“Council” means the elected Council for the Town of Wasaga Beach.

“Contract” means the agreement in writing, governing the performance of the Work, which has been executed by the Town and selected Consultant following acceptance by the Town for the selected Proponent’s submission.

“Work” means the Work to be undertaken by the Consultant pursuant to the provisions of the Contract.

“Working Day” means Monday through Friday inclusive by excluding Saturday and Sunday and any recognized statutory holiday.
3.0 Background

3.1.1 Wasaga Beach in a Regional Context

Located on the southern end of Georgian Bay, Wasaga Beach is bordered by pristine beaches, a scenic river and a dramatic sand dune system, all surrounded by acres of natural parkland known as Wasaga Beach Provincial Park.

Wasaga Beach is a rapid growing municipality in Ontario within a 25 minute drive from Blue Mountain Resort, 30 minute drive from Barrie and 1.5 hour drive from Toronto. Wasaga Beach is strategically located with Canada’s largest concentration of people at its doorstep. 348,995 people are located within 50km, 1,052,682 within 100km. A significant amount of tourism traffic comes from the large population centres of the Greater Toronto Area and Montreal which are located south and east of the Town of Wasaga Beach meaning that Highway 400 is a major vehicular access route. (Figure 1)

Wasaga Beach is easily accessed by three major roadways. The west end of town is accessed by Highway 26 and Airport Road. The east end of town is accessed by Highway 92 and Highway 26. Each of these roadways connect to the 401 and 400 series highways. Toronto Pearson Airport is located within a 1.5 hour drive, Lake Simcoe Regional Airport is located within a 50 minute drive and the Collingwood Regional Airport and the private Edenvale airport is located 10 minutes from Wasaga Beach.

Figure 1: The Town of Wasaga Beach (red dot) is located within a 1.5 hour drive from Toronto with the major access route being Highway 400. Neighbouring urban areas include Collingwood and Barrie. (Source – Google Earth, 2016.)
3.1.2 Wasaga Beach in a Local Context

The Town of Wasaga Beach has for many years been recognized as being one of the fastest growing communities in Ontario (nearly double the provincial growth rate). The 2016 Census indicates that Wasaga Beach is the 12th fastest growing community in Canada, outside of metropolitan census areas and the second fastest growing community in Simcoe County, second to Bradford West Gwillimbury. The population growth is largely affected by the retired baby boomer cohort emigrating to Wasaga Beach from the Greater Toronto Area.

Wasaga Beach is fortunate to have world-class natural amenities. Its picturesque natural setting has made it a prominent tourism destination in Canada for many decades and its natural amenities (particularly the world’s longest freshwater beach) has been the central driver of economic growth. Annual visitor attendance to Town in 2018 was recorded at 1.69 million [Ontario Parks, 2019].

While Wasaga Beach has grown rapidly, it has not grown as a complete community. In addition, Wasaga Beach has struggled for many decades to strike a sustainable balance between being a complete community for permanent and seasonal residents while also delivering the kinds of experiences that tourists are looking for in today’s highly competitive tourism market. (Figure 2)

The Town’s unique development has led, almost exclusively, to focusing on tourism and residential growth as the main economic drivers and there is a need to support development of other sectors which will facilitate sustainable and year-round economic growth. The current climate largely supports seasonal businesses, lower wages and limited employment options for residents.

Approximately 50% of the Town’s year-round population is comprised of residents over the age of 55 years which leaves a skewed population towards the elderly and retired [StatCan, 2016]. A complete community will have a symmetrical bell-curve distribution of age group cohorts, and this Strategy will be used to help the Town identify demographic in-fill opportunities to complete our objective of establishing a sustainable and complete community. (Figures 3 and 4)

To achieve economically sustainable growth into the future, the Town recognizes the need to significantly diversify the economic base and transition into a viable year-round four season economy that will attract young adults, entrepreneurs, new businesses and young families. Successfully achieving this goal requires the development of a fully comprehensive Economic Development Strategy specifically designed for Wasaga Beach.
Figure 2: The Town of Wasaga Beach (outlined in red) is linear in form and wraps around a portion of Nottawasaga Bay, a portion of the greater South Georgian Bay area. The historic main beach area and administrative area is located by beaches 1 and 2 near the north end of the overall Town of Wasaga Beach. (Source – Google Earth, 2016.)

Figure 3: (Source – StatsCan, 2016.) Wasaga Beach Population Distribution by percentage. Data indicates a growing trend in senior population over time and a flattening of young families.
4.0 Scope of Work

The successful Proponent will develop a realistic strategy with achievable objectives that are actionable with available resources. A comprehensive Economic Development Strategy will provide the Town with a clear set of attainable objectives with policies and programs to achieve them. Such a strategy is integral for achieving sustainable and measurable economic growth, as well as quality of place for today and future generations. The Proponent shall provide services to support the following tasks:

- Identify the Region’s and Town’s assets and competitive advantages, with proposed activities and programs, to incorporate into the overall Economic Development Strategy. This task should include a SWOT analysis of the Town.
- Create a situational analysis including opportunities and challenges/risks based on the environment that currently exists within the Town. This is expected to include discussions with Council, Senior Management, Planning and Development Personnel and the Regional Economic Development Partners.
- Review and analyze existing demographic and socio-economic data, labour force characteristics and other key economic data.
- Prepare key demographic trends and forecasts, social factors, economic factors and financial indicators for inclusion in the Strategy. This task should include preparation of market study of the Municipality’s target sectors, as well as a community profile, along with projected COVID-19 challenges and opportunities for economic growth.
- Take into context economic objectives and focuses from Federal and Provincial governments as well as the Region and County of Simcoe.
- Perform in-depth consultation with Town Councilors to develop a Town-specific vision for Economic Development and to develop consensus on priority goals and actions.
- Facilitate consultations with a wide range of major stakeholder groups from the key industry sectors and an economic development meeting of stakeholders for input of the draft strategy prior to the final report.
- Development of a summary of consultation findings
• Perform an analysis of the relevant observations and findings from the consultations.
• Review and analyze local bylaws, policies, processes and regulations to provide recommendation on amending, where necessary and appropriate, to support sustainable economic growth and diversification.
• Identify common themes, strategic directions and key drivers to position the economic base of the Town of Wasaga Beach for sustainable growth.
• Develop a mission statement and vision statement for the Economic Development Office.
• Develop an action plan to implement short-term and long-term objectives and goals set forth in the Strategy as well as performance measures with timelines to evaluate whether, and to what extent, plan goals and objectives have been or are being met.
• Identify strategies to retain young talent, to align workforce development efforts to match the skill needs of the targeted industries.

5.0 Results

This project should result in a new strategy and set of related action plans that will produce measurable results within the next 3 to 5 years. It will also provide the Town of Wasaga Beach with guidance for future economic development initiatives and influence decisions about community development that will allow the municipality to attain its goal of creating and facilitating opportunities to create a sustainable and complete community. This includes, but is not limited to, attracting new investment to the community through an increased ability and capacity to provide service to national and international investors and ensuring that existing Wasaga Beach businesses are provided with the leadership and support required for continued success.

The project will assist the Town of Wasaga Beach in ensuring the Office of Economic Initiative’s service delivery approach facilitates connections between existing community strengths and community needs. Moreover, it should also provide the basis for increased collaboration with neighbouring Economic Development Offices and assist in supporting a regional marketing presence at the national/international level.

Finally, the project will clearly communicate the vision, mission, mandate, goals, objectives, strategic priorities and expected activities for the Office of Economic Initiatives. The Strategy will act as an operational blueprint for economic development activities and influence the preparation of future budget submissions. The plan will also serve as a communication tool for internal departments/staff, external stakeholders, partner organizations and end users.

6.0 Deliverables

The successful proponent will provide to the Town the following deliverables:
• Comprehensive Economic Development Strategy, including strategic directions, key drivers and priority goals to position the economic base of the Town of Wasaga Beach for growth.
• SWOT Analysis that identifies key assets and articulates the Town’s competitive advantages.
• A market study of the Town’s target sectors, beyond tourism, for investment attraction and growth, including what the potential for growth is and a full spectrum sector analysis. These identified sectors will help achieve complete community.
• Assessment of the current commercial and industrial available/land space (along with current servicing levels) in relation to target market space requirements.
• Recommendations regarding how to best position and market Wasaga Beach in order to attract investment in the identified target sectors.
• A Community Profile to be used for marketing, investment attraction and informational purposes.
• Recommendations on amending, where necessary and appropriate, the Town’s local bylaws, policies, processes and regulations to support sustainable economic growth and diversification.
• Mission statement, vision statement, mandate, goals, objectives, strategic priorities and expected activities for the Economic Development Office.
• An action plan with short-term and long-term objectives and goals as well as performance measures with timelines to evaluate whether, and to what extent, goals and objectives have been or are being met.
• Strategies to retain young talent and attract appropriate workforce in order to move towards developing a complete community.
• An executive summary will accompany the final report
• Four (4) hard copies and one electronic .pdf version of all final documents.
• A final Power Point presentation summarizing the project and key findings.
• The Proponent will make one final in person presentation to Council outlining the project and key findings.

7.0 Information for Proponents

7.1 Background Information

The successful proponent is to consider and incorporate (where appropriate) the following reference materials:

• Town of Wasaga Beach New Official Plan Background Reports (2020)
• Simcoe County Economic Development Strategy (2020)
• Town of Wasaga Beach Wayfinding Strategy (2020)
• Town of Wasaga Beach Parks Master Plan (2020)
7.2 Proposal Submission

7.2.1 Proposal Content

The Consultant shall confirm a clear understanding of the work to be undertaken as described in the scope of work. The proposal must demonstrate that the Consultant and its team have recent and significant experience with this type of work. When noting examples of experience gained on similar projects, the proposal must also note which current staff members worked on that project and what their role was.

The proposal must indicate what role each of the Consultant’s team will be carrying out for the project. The Consultant may not substitute the project team members noted in the proposal without permission of the Town.

When proposing a schedule, the Consultant must also indicate that their workload is such that they will have time to complete the project as promised. If the Consultant is very busy and cannot perform / deliver the project as requested, then they should either decline the work or propose a longer schedule at the time of the RFP submission.

The proposal must specifically address all requirements of the work and any matters related to its successful implementation.

Proposal content shall include the following minimum information:

- Corporate name and overview of company;
- List of sub-consultants to be engaged for the project;
- List of personnel to be assigned to the project with their related qualifications;
- Description of understanding of Town of Wasaga Beach project requirements;
- Work program:
  - General approach, project objectives and issues;
  - Detailed work program; and
Deliverables.

- Schedule of project tasks and total duration in GANTT chart format identifying critical path items; and
- A listing of at least three references where similar or related works has been completed, along with descriptions of the project and the names of the contact persons. Municipal clients would be preferred, but not mandatory.

The technical part of the proposal shall include but not limited to the following sections:

- Table of Contents
- Work Plan and Schedule
- Project Team
- Experience with Similar Projects

### 7.2.2 Pricing Information

Submit the following in an appendix to the proposal labelled “Pricing Information”:

- Hourly billing rates for each person to be assigned to the project and breakdown times estimates for each;
- Estimate of billable expenses;
- Maximum or Upset Fee(s) for each component or deliverable of the Economic Development Strategy; and
- Indicate time and costs for any proposed sub-consultants. The lump sum or unit price quoted for each Deliverable and Service will form the basis of payment. The summation of prices quoted for all Deliverables and Services will constitute the "Maximum Ceiling Price". The Totals should not include HST.

Proponents are advised that the Town’s budgeted amount for this assignment is $50,000.

### 7.2.3 Alternative Proposal

The Proponent may submit one or more Proposals as a solution with the Town’s requirements. However, each alternate Proposal shall be submitted on the formal proposal document and in a separate envelope supplied for this purpose and the words “Alternative Proposal” shall appear on the envelope.

### 7.2.4 Address for Submission and Proposal Submission Deadline
Four (4) hard copies of the proposals shall be delivered in a sealed envelope marked “Town of Wasaga Beach – Economic Development Strategy” as well as an electronic .pdf copy sent to edo@wasagabeach.com not later than the Proposal Submission Deadline of:

4:00 pm, August 21, 2020 to:

Tyler King
Town of Wasaga Beach
30 Lewis Street
Wasaga Beach, Ontario L9Z 1A1
Phone: (705) 429-3844 x2274
Email: edo@wasagabeach.com

7.2.5 Hard Copies

Four (4) hard copies of the proposals shall be submitted in addition to one electronic .pdf version. No facsimile transmissions will be accepted. Originals must be forwarded to the above address so that they may be attached to the original hard copy for validity.

7.2.6 Late Submissions

The date and time of receipt of a Proposal shall be the date and time indicated by the Town’s date and time stamped on the Proposal. Under no circumstance will proposals received after the Proposal Submission Deadline be accepted.

7.2.7 Proposal Revision

Any changes or revisions to this RFP will be issued to all proponents in writing as a formal addendum to this RFP. Prior to the Proposal Submission Deadline, the Town may modify any provision or part of the RFP at any time upon notice in writing to the proponents, if a reasonable time is allowed by the Town for the proponents to respond to such modifications including, without limitation, the opportunity to make any necessary revisions to their respective proposals.

7.2.8 Proponent Contact

Each Proponent shall designate in their Proposal the name of the Contact to whom any additional information deemed relevant to the assignment may be communicated.

7.2.9 Request for Clarification

Any proponent who has questions as to the meaning or intent of any part of this RFP, or of the project, or who believes this RFP contains an error, inconsistency or omission, should submit a request for clarification. All requests for clarification or inquiries concerning this RFP shall be forwarded in writing no later than August 4, 2020 at 4:00pm to the Town representative identified below:
Tyler King  
Town of Wasaga Beach  
30 Lewis Street  
Wasaga Beach, Ontario L9Z 1A1  
Phone: (705) 429-3844 x 2274  
Email: edo@wasagabeach.com

Responses to all requests for clarification will be provided by the Town in writing (e-mail) to all proponents.

7.2.10 Review and Evaluation Criteria

The details of each proposal will be kept confidential by the Town. The recommendation to Council of the Town will be based on the following criteria and evaluated utilizing a standard weighed score evaluation form:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality and Completeness of Proposal</td>
<td>10%</td>
</tr>
<tr>
<td>Experience with Similar Projects</td>
<td>20%</td>
</tr>
<tr>
<td>Value Added Service</td>
<td>10%</td>
</tr>
<tr>
<td>Project Understanding/Methodology</td>
<td>20%</td>
</tr>
<tr>
<td>Project timing and schedule</td>
<td>10%</td>
</tr>
<tr>
<td>TOTAL TECHNICAL COMPONENT</td>
<td>70%</td>
</tr>
<tr>
<td>COST / FINANCIAL COMPONENT</td>
<td>30%</td>
</tr>
</tbody>
</table>

Proponents are advised that proposals will be evaluated solely on the basis of information submitted in accordance with the request for proposals. The Town reserves the right, if deemed necessary, to short-list the proposals and to request an additional verbal presentation from each short-listed proponent. The Consultant may supplement their presentation with a summary in written format to clarify points raised during the process.

The Town reserves the right to reject any or all proposals and not necessarily to accept the lowest priced proposal. The Town also reserves the right to waive formality or technicality in any proposal.

An award recommendation will be based on merit, relying on the information in the proposal and presented to Council of the Town for approval.
7.2.11 Time Table

The following dates are tentative and are subject to change without penalty to the Town provided that all Proponents are given written notice of the change.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Posting Date</td>
<td>July 28, 2020</td>
</tr>
<tr>
<td>Clarification Submission Deadline</td>
<td>August 4, 2020</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda</td>
<td>August 14, 2020</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>August 21, 2020</td>
</tr>
<tr>
<td>Recommendation to Coordinated Committee</td>
<td>September 10, 2020</td>
</tr>
<tr>
<td>Anticipated Award Date following Council Resolution</td>
<td>September 29, 2020</td>
</tr>
<tr>
<td>Anticipated Project Start Date</td>
<td>October 6, 2020</td>
</tr>
<tr>
<td>Anticipated Project Completion Date</td>
<td>March 31, 2021 (or as proposed)</td>
</tr>
</tbody>
</table>

7.3 Execution of Contract

7.3.1 Selection of Proponent

The Town anticipates that a Proponent will be selected by the Town within thirty (30) Calendar Days of the Proposal Submission Deadline. Notice of selection by the Town to the selected Proponent will be in writing. The selected Proponent shall execute the Agreement presented to the successful Proponent and satisfy any other applicable condition of this RFP within seven (7) Calendar Days of notice of selection.

It should be noted that the award of the contract is subject to:

- Council Approval

7.3.2 Failure to Execute Agreement

In the event that a selected Proponent fails or refuses to commence the Agreement or satisfy any other applicable condition within seven (7) Calendar Days of notice of selection, the Town reserves the right, in its sole discretion, to cancel the award and award the contract to another Proponent, or not to accept any Proposal, or to issue a new RFP, and the defaulting Proponent shall be liable for all losses, damage, costs and expenses (including consequential losses and damage, and legal fees) suffered or incurred by the Town as a direct or indirect result thereof, including but not limited to any increase in the price of performance over the price submitted by the defaulting Proponent in its Proposal.

7.4 General Information

7.4.1 Right to Accept or Reject
The Town reserves the right to reject any and all Proposals, whether or not completed properly and whether or not they contain all required information.

The Town may request clarification where any Proponent’s intent is unclear and may waive or request amendment where, in the opinion of the Town, there is a minor irregularity or omission in the information that has been submitted in a required document.

The Proponent understands and agrees that the Town may, if deemed necessary, verify any information provided in any Proposal. If there is any evidence of misleading or false information having been submitted, the Town may, in its sole discretion, reject the Proposal.

7.4.2 Ownership and Copyright

All materials and information prepared, conceived or produced and delivered to the Town in the preparation of the Proposal and the negotiation and performance of any Agreement by the Proponents shall be the sole property of the Town.

7.4.3 Irrevocable Response

The Proposal submitted is irrevocable by the Proponent following the Proposal Submission Deadline and will remain in effect and open for acceptance by the Town for a period of ninety (90) Calendar Days only, unless all Proponents explicitly agree to extend their financial proposal(s) for a longer period. Otherwise all Proponents may be requested to resubmit Financial Proposal.

7.4.4 No Liability for Expenses or Damages

The Town will not be liable for any loss or damage suffered by any Proponent including, without limitation, any expenses incurred in the preparation and submission of the Proposal.

7.4.5 Confidential Responses

The Town will consider all Proposals as confidential, subject to the provisions and disclosure requirements of the Freedom of Information and Protection of Privacy Act R.S.O., 1990, c.F.31, as amended. The Town will, however, have the right to make copies of all proposals received for its internal review process.

7.4.6 Bribery/Fraud

Should any prospective Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee of the Town or attempt to commit fraud, the Town shall be at liberty to cancel the prospective Consultant’s submission or contract.

7.4.7 Conflict of Interest

Each Proponent shall declare in their Proposal, any situation which may be a conflict of interest or that may appear as a potential conflict of interest in submitting a Proposal.
7.4.8 Compliance with AODA Accessibility Standards

The Proponent shall comply with applicable Regulations of the Accessibility for Ontarians with Disabilities Act, 2005 (the AODA), with regard to the provision of its goods or services contemplated herein.

The Proponent shall ensure that any employees, agents, volunteer or others for whom it is at law responsible and who are involved in providing goods and services to the Town of Wasaga Beach receives training as required by these regulations.

The Proponent acknowledges that pursuant to the AODA, the Town must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

The Proponent further acknowledges that any documents it produces for the Town of Wasaga Beach which may be posted to the Town’s website or otherwise be published shall be prepared in accordance with AODA requirements.

7.4.9 Municipal Freedom of Information and Protection of Privacy Act

The proponent is advised that the Town is governed by Ontario’s Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”) and information submitted to the Town in response to this RFP may be subject to disclosure under MFIPPA. The proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The Town will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to the Town’s advisers retained to advise or assist with this RFP, including with respect to evaluation.

7.4.10 Insurance

The Consultant shall, at their own expense, obtain and maintain until the termination of the contract, with insurers acceptable to the Town, the following insurance, and provide evidence thereof:

a. Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars ($2,000,000) and shall include the Town of Wasaga Beach as an Additional Insured with respect to the Consultant’s operations, acts and omissions relating to his obligations under this Agreement, such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; contingent employers’ liability; and, cross liability and severability of interest clauses.

b. Automobile liability insurance for an amount not less than Two Million Dollars ($2,000,000) on forms meeting statutory requirements covering all licensed vehicles
used in any manner in connection with the performance of the terms of this Agreement.

c. Professional liability Insurance in an amount not less than Two Million Dollars ($2,000,000) per claim covering losses arising out of an insurable error or omission in the rendering of, or failure to render, professional services in connection with this Agreement.

The Consultant shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.

The polices shown above shall be endorsed to provide the Town with not less than Thirty (30) Days written notice of cancellation, change or amendment restricting coverage.

The Consultant shall not commence work under this Contract until such time as evidence of insurance has been approved by the Town. The Consultant shall provide evidence of the continuance of this insurance at each policy renewal date for the duration of the Contract.

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

7.4.11 Workplace Safety and Insurance Board

The Consultant shall submit to the Town, prior to the issuance of the Consultant's last payment of each year and at any other time when requested to do so, a statement from the Workplace Safety and Insurance Board that all of the assessments the Consultant or any Sub-consultant is liable to pay under the Workplace Safety and Insurance Act or successive legislation has been paid.

7.4.12 Occupational Health and Safety

The following requirements and conditions shall be included in all Agreements with Proponents (and Sub-Proponents) engaged by or on behalf of the Town:

Proponents with known poor safety records or with inadequate qualifications or equipment shall not be considered for award.

Proponents acknowledge that they have read and understood the Occupational Health and Safety Act OHSA (R.S.O. 1990 C. 01) and regulations made under that statute.

The Consultant shall comply with all health and safety requirements established by the Occupational Health and Safety Act and Regulations, the Town and any applicable industry standards. The Proponent shall agree to assume full responsibility for the enforcement of the same.
The Consultant shall participate in a pre-project meeting to verify their full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work.

The Consultant shall understand that their performance shall be monitored and that their overall performance shall be a major consideration for future contracts with the Town. The frequency and detail of ongoing project monitoring shall be dependent on the nature of the work and safety precautions specified.

The Consultant shall allow access to the work site on demand to representatives of the Town.

The Town shall take all action necessary to support the Consultant’s health and safety efforts and to ensure that the Town-owned and controlled environments in the vicinity of the project are free of hazards.

The Consultant acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the Consultant or any of his sub-consultants, may invalidate the Contract.

The Consultant acknowledges and agrees that any damages or fines that may be assessed against the Town by reason of a breach or breaches of the OHSA by the Consultant or any of his sub-consultants shall entitle the Town to offset the damages so assessed against any monies that the Town may from time to time owe the Consultant under this Contract or any other Contract whatsoever.

The Consultant shall have a clearly defined safety plan/rescue plan for their workers involved in hazardous activities. This plan shall include, but not be limited to, procedures for entering a confined space on the worksite, traffic control for surveying, etc.

The Consultant agrees at all times to comply with the Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Town.

**7.4.13 Payment Terms**

The Town shall pay the successful Consultant on a monthly basis upon review and acceptance of monthly invoices complete with explanation of works completed and percent complete noted for each task, up to a maximum amount of the “Maximum Ceiling Price” as identified in the proposal.

A change in the fees may be considered only if the scope of the consulting work is changed at the request of the Town.

No additional payments will be considered unless authorized in writing by the Town.
Town of Wasaga Beach
Economic Development Strategy

I have read, understood and am able to comply with all terms, conditions, specifications and instructions set forth in the attached “Request for Proposals.”

Date: ______________________________________________________________

Name of Company: ___________________________________________________

Name of Company Representative: ________________________________

Signature: __________________________________________________________

Certification - No Conflict Of Interest

I/We hereby certify that there is not nor was there any actual or potential conflict of interest or unfair advantage in our submitting the Proposal or performing the Services required by the Agreement. In submitting the Proposal, our company has no knowledge of or the ability to avail ourselves of confidential information of the Town (other than confidential information which may have been disclosed by the Town to the Service Providers in the normal course of the Request for Proposals) where the confidential information would be relevant to the Services, their pricing or the Request for Proposals evaluation process.

__________________________________  _____________________________
Name                                    Signature

__________________________________  _____________________________
Position                                Date