



**The Corporation of the Town of Carleton Place
Request for Proposal**

**Consulting Services
Recreation and Culture Department
Service Delivery and Fee Review**

Proposal #: CP-01-2024

Closing Date: Wednesday, January 31, 2024

Closing Time: 3:00 p.m. local time

Location: Bids will not be opened in public however, any party registering with the CAO Diane Smithson dsmithson@carletonplace.ca will receive an email list of bidders without pricing.

Late Bids Will Not Be Accepted.

The Corporation of the Town of Carleton Place reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest bid and to cancel this call for bids at any time.

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Part “A” Information to Bidders

1. Purpose

The Town of Carleton Place wishes to acquire the services of a Consultant with expertise to facilitate a service delivery and fee review of the Town’s Recreation and Culture Department to properly describe and evaluate recreation and culture operations including governance, staffing levels, financial resources including fees charged for various services and current procedures; critique the Department's operating effectiveness and efficiencies based on credible benchmarks and best practices; provide recommended changes to organizational structure, staffing and qualifications, and to identify service delivery improvements to administrative processes and systems, and policies and procedures.

Identify cost savings, and other changes to improve efficiency to ensure the long-term sustainability of the services and programs.

The Town intends to select a Consultant to carry out the scope of work, based on the proposals submitted and the evaluation indicated in this document. It shall be the responsibility of the Consultant to schedule regular meetings with the Town during the various stages of this project.

2. Schedule of Work

The following schedule must be strictly adhered to. Only those firms who can commit to meeting this schedule should submit proposals.

RFP: Closing Wednesday, January 31, 2024 at 3:00 p.m. local time

Contract Duration:

This contract shall be in effect starting on or about February 14, 2024 and continue through until full project completion.

3. Applicable Document Fees

None required

4. Bid Deposit Requirements

None required

5. Performance Surety Requirements

None required

6. Evaluation Criteria

Proposals shall be evaluated based on:

Evaluation Criteria	Weight
A) Company and Key Personnel Experience	
Direct company and principal staff experience with relevant experience	5%

The experience of the project team members that will be assigned to this project	15%
Appropriate reference information gathered from customers that the vendor has provided like services	5%
B) Technical Approach	
Quality of overall approach, work methodology, identification of project constraints	20%
C) Schedule of Work	
Work plan and schedule (responsiveness to meet or exceed requirements)	15%
D) Consulting Services Cost	
Cost of consulting services with details as to the method and basis of compensation including a breakdown of overall cost including all fees and other charges	40%

10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways/very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the Town's needs
8		Exceeds the requirements of the criterion but in a manner, which is not completely beneficial to the Town's needs
7	Good	Fully meets all requirements of the criterion.
6		Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Average	Addresses most, but not all, of the requirements of the criterion to minimal acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3		Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
2	Unsatisfactory	Inadequately satisfies one or some of the requirements.
1		Does not satisfy the requirements of the criterion in any manner.

After an initial review of the proposals, Consultants may be interviewed and requested to provide sample information of where the Consultant has recently completed work of a similar scope and focus.

7. Proposal Submission Requirements

Each Bidder is asked to submit via email to dsmithson@carletonplace.ca with two (2) attachments. One (1) attachment containing the proposal with no pricing information and the other containing only your pricing. Please ensure your attachments are labeled clearly.

8. Proposal Award

Proposal award will be made based upon the highest scored proponent in the evaluation process.

9. Inquiries

All inquiries regarding this Request for Proposal (RFP) are to be directed to Diane Smithson, Chief Administrative Officer (CAO) as specified herein. Inquiries must be received via email no later than **4:00 p.m. on Wednesday, January 24, 2024**. All inquiries received, and the answers as provided by the CAO will be provided to all proponents by way of written addendum, no later than **Friday, January 26, 2024**, without naming the source of the inquiry.

10. Amendments to "Standard Terms and Conditions"

Where Amendments to the Town's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

None

11. Mandatory Site Visit

None

Part “B” Standard Terms and Conditions

1. Definitions

RFP	The document issued by the Town in response to which Quotations/Tenders/Proposals are invited for the performance of the work or supply of equipment.
Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Town has awarded the contract.
Contract	The Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Town	The Town of Carleton Place, its successors and assigns.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Notice of Award	Notice provided to the successful bidder of contract award.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Bid Closing Time

Each Bidder is asked to submit via email to dsmithson@carletonplace.ca with two (2) attachments. One attachment containing the proposal with no pricing information and the other containing only your pricing. Please ensure your attachments are labeled clearly.

Proposals shall arrive in the inbox of the CAO, Diane Smithson, Town of Carleton Place, no later than the specified time and closing date on page one of the RFP document. Late bids shall not be accepted; however, they shall be time and date stamped.

The time registered on the CAO's computer clock will be considered the official time when determining exact time of submission.

3. Document Fees

When a document fee is applicable, the Bidder must have previously purchased the respective document.

See Part “A” Information to Bidders, which forms part of this bid document.

4. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the Town. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of “Part “D” Bid Form” and all other sections and requirements as requested within the bid document. See “Part “D” Bid Form” for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- d) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- e) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A Bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.
- f) Each Bidder is asked to submit via email to dsmithson@carletonplace.ca with two (2) attachments. One attachment containing the proposal with no pricing information and the other containing only your pricing. Please ensure your attachments are labeled clearly.
- g) Proposals shall arrive in the inbox of the CAO, Diane Smithson, Town of Carleton Place, no later than the specified time and closing date on page one of the RFP document. Late bids shall not be accepted; however, they shall be time and date stamped.
- h) The submission email must clearly identify the name of the company, address of company, and state in the email subject line “CP-01-2024 Consulting Services for Recreation Department Service Delivery and Fee

Review". Proposals received after closing time specified in the bid document will not be considered.

- i) Delivery of the Bid submission via email shall be the responsibility of the Bidder and shall result in the submission being rejected where:
 - i. Bid submission is delivered to an email location other than which is stated on the submission and fails to be delivered prior to the closing date and time; and/or
 - ii. Bid submission attachments are not marked as per the directions, as per Section 4f) above.
 - iii. Bid submission is delivered later than the closing date and time.
- j) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Town may be rejected. The Town will be the sole judge in this matter.

5. Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and has carefully examined the work to be performed under the Contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Town as set forth or specifically referred to therein.

The Bidder declares that his submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

6. Clarification of Bid Documents

No officer, agent or employee of the Town is authorized to alter orally any portion of these documents. During the period prior to submission of Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its bid all addenda that were considered when its Proposal was prepared.

The Town will issue all written addendum to the bid documents on the Town's website.

Bidders are required to confirm receipt of each addendum. Although the Town will make every reasonable effort to ensure that each Bidder receives all

addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

7. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid.

See Part "A" Information to Bidders, which form part of this bid document.

8. Performance Surety Requirements

Performance surety binding the Company faithfully to fulfill the obligations of his/her bid as accepted, may be required by the Town within ten (10) working days from the date of request.

See Part "A" Information to Bidders, which form part of this bid document.

9. Insurance and Workplace Safety Insurance Board

Commercial General Liability

The Company shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town of Carleton Place and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$2,000,000
- (b) Add the Corporation of the Town of Carleton Place as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Owners and Contractors Protective
- (i) The policy shall provide 30 days' prior notice of cancellation

Professional Liability Insurance

The Company shall take out and keep in force Professional Liability insurance in the amount of \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Town of Carleton Place. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 days notice of said cancellation or non-renewal must be provided to the Town of Carleton Place. The Town of Carleton Place has the right to request that an Extended Reporting Endorsement

be purchased by the Company at the Company's sole expense.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

See Part "A" Information to Bidders, which forms part of this bid document, for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Town during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Failure to provide such proof shall result in cancellation of the Contract.

10. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

11. Document and Site Review

Bidders may be required to attend a mandatory document and site visit with the Owner.

See Part "A" Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions which could be observed at the time bids were submitted.

See Part "C" Specifications, which form part of this bid document.

12. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the

Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part "C" Specifications, in the Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

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

13. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms stated clearly in the bid submission will be considered in the evaluation of bids. The Town shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

14. Terms of Payment – For Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director or designate the Performance Sureties will be returned to the Company.

A two-year warranty period will be in effect upon substantial completion of the works. Two and a half percent (2.5 %) of the 10% lien holdback will be retained by the Owner as warranty surety for the duration of the warranty period.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Director or designate.

15. Delivery

Time shall be material and of the essence of the contract. Delivery timeframe should be provided.

All bids shall be F.O.B. Destination, Carleton Place, Ontario unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

16. Patents and Copyrights

The Company shall at its expense, defend all claims, actions or proceedings against the Town based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Town all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Town the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

17. Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of the Town.

18. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that he/she has read and understood the Occupational Health and Safety Act.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under.

The Company agrees to indemnify and save the Town harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Town's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Town's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Town's Health and Safety Policies and Procedures whether by the Company or any of its sub-contractors may result in the Company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Town.

The Company shall allow access to the work site on demand to representatives of the Town to inspect work sites to ensure compliance with the Contract and the Town's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Town by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the Town to set-off the damages so assessed against any monies that the Town may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the

requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Town reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

19. Laws, Regulations, Permits, Fees and Licences

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Town and any other governing body.

20. Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services he/she proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Town. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

21. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Town and shall be used as a basis for comparison only.

22. Samples

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Town shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

23. Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Town's Purchasing Policies.

24. Contract Award

The Town reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omissions. The Town also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Town be unable to reach an agreement with the lowest compliant bidder, the Town reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call. If in so doing, the best interests of the Town will be served. No liability shall accrue to the Town for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Town of Carleton Place reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Town may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the Town.

The notice of award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is delivered to the bidder. The bidder to whom the contract is awarded may be required to execute a contract in duplicate within ten (10) working days from the date of notice of award by the Town.

Notwithstanding and without restricting the generality of the statements above, the Town of Carleton Place shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date:

- a) When only one Bid has been received as the result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all Bids received fail to comply with the specifications of the tender's terms and conditions;
- d) When a change in the scope of work or specifications is required

25. Contract Cancellation

The Town shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Town and the Company shall negotiate a settlement.

- a) If the Company; 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 Company makes a general assignment for the benefit of its creditors; then, in any such case, the Town may, without notice; terminate the contract.
- b) If the Company; fails to comply with any request, instruction or order of the Town; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Town's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Town may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.
- c) Any termination of the contract by the Town, as aforesaid, shall be without prejudice to any other rights or remedies the Town may have.
- d) If the Town terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the Town may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the Company until its liability to the Town is ascertained;
 - iii. Recover from the Company loss, damage and expense incurred by the Town by reason of the Company's default (which may be

deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Town).

The Town shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

26. Availability of Labour and Escalation

The bidder shall fully inform himself regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid.

27. Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Town. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

28. Disclosure

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening, if applicable. After the Quotation/Tender opening, requests may be submitted to the Town for the results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening, if applicable will be given in the reply.

Request for Proposals are not formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be provided.

29. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Town of Carleton Place and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Town of that fact.

The Company may declare confidentiality of their bid; however, the Town is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Town of Carleton Place, 175 Bridge Street, Carleton Place, Ontario K7C 2V8 (613-257-6221).

30. Complaints

Any complaint on the process and procedures as outlined in the Town's Purchasing By-law to define the procedures with respect to the procurement of goods and services by the Corporation of the Town of Carleton Place shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

31. Accessibility

The Town of Carleton Place is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance shall be required by the successful bidder.

Part “C” Specifications

Introduction and Background

Carleton Place Recreation and Culture Department refers to the recreation, culture and pool facilities and programs in the Town of Carleton Place.

In 1987, the Town of Carleton Place entered into a Cost Sharing Agreement, formally known as the Howard Allan Cost Sharing Agreement, with the Town’s neighbouring communities, the Municipality of Mississippi Mills (formerly the agreement was with the Town of Almonte and Township of Ramsay (two of the communities comprising the amalgamated Municipality of Mississippi Mills)) and the Township of Beckwith to provide funding to the Town of Carleton Place in exchange for the ability to use the Town’s recreation, parks, pool and library services and programs. The Cost Sharing Agreement was reviewed and updated in 2001. In 2022, the Municipality of Mississippi Mills decided to terminate its relationship with the Town with respect to the Cost Sharing Agreement.

In addition to the above noted Cost Sharing Agreement, the Town of Carleton Place pays Beckwith Township for the use of its Recreation facilities which include an arena, indoor soccer pitch, an outdoor astroturf field and numerous soccer fields.

Carleton Place and Beckwith Township, which borders the Town of Carleton Place, have been experiencing significant population growth in the past five years of 17.6%ⁱ for Carleton Place and 18%ⁱⁱ respectively for Beckwith since 2016. It is projected that over the next 10 years, the populations of these two communities are expected to increase by at least 50% bringing the current population of 21,538 to over 32,000. In fact, a January 2022 article cited Carleton Place as Canada’s fastest growing townⁱⁱⁱ for the past four years.

In 2022, the Town of Carleton Place completed a [Parks, Recreation and Culture Master Plan](#) to help guide the Town’s future in terms of its parks, recreation and culture.

Over the years, any changes to systems, processes, and procedures have occurred in an ad hoc fashion. The Town invites qualified Consultants to submit a proposal to perform a service delivery review which will evaluate the current service delivery model, staffing levels and fee structure; will review and recommend opportunities for creating efficiencies through digitization and revised administrative processes to, among other matters, create efficiencies and maximize facility rental opportunities; and identify any funding opportunities. A review of the governance structure and fee structure will also be included. By using a third party, the Town hopes to leverage experience in the industry and apply an objective view to identify possibilities.

Scope of Work

The Service Delivery and Fee Review is primarily concerned with the value of services that the Town delivers to the community including:

- What we do
- Why we do it
- How we do it; and
- Determine if there is a better way

This includes but is not limited to an in-depth service and fee review which will thoroughly examine the effectiveness, efficiency and value of each service provided by the Department. It will provide recommendations for changes, expansion, reduction, elimination and delivery of services in an alternate manner.

Key Components include:

- Interviews with members of Council, staff and stakeholders to gather information necessary to thoroughly review each service area provided by the Department
- Informing and engaging the public and staff in incorporating feedback as appropriate
- Gathering data that will help answer questions such as but not limited to:
 - Is the Town delivering the right services?
 - Are the services delivered by the Municipality performing to the right standard?
 - Are the services being provided efficiently?
 - Are the services being provided effectively?
 - Are the services being delivered with appropriate community impact?
 - Are the services being provided by the right Department?
 - Are there alternative methods/providers to deliver the service?
 - What is the level of service and how do we compare to other municipalities?

The successful Consultant is expected to:

1. Include and implement an engagement strategy that will be rolled out to Recreation Department employees about the review;
2. Properly describe and evaluate operations including governance, staffing levels, financial resources and current procedures.
3. Critique the Department's operating effectiveness and efficiencies based on credible benchmarks and best practices;
4. Provide recommended changes to organizational structure, staffing and qualifications, identify service delivery improvements to administrative processes and systems, and policies and procedures.
5. Identify ways to maximize revenues and minimize costs, review fee structures and other changes both internally and externally to improve efficiency, maximize facility rental opportunities and to ensure the long-term sustainability of the Department's services and programs.
6. Coach municipal organizational leaders so they can achieve the results that we know are possible once the SDR is completed.

The final report shall be provided in accessible format and will include:

1. Recommended service delivery model and governance structure changes required to address not only services today but to address the changes recommended within the recently completed Master Plan;

2. Recommendations for changes to administrative processes and digitization;
3. Identified potential funding opportunities, fee structures and cost saving opportunities;
4. Recommendations regarding staffing levels, qualifications and organizational design;
5. Policies and procedures ensuring that all legislative requirements are adhered to (i.e., AODA, Labour Code);
6. Recommendations to ensure the long-term financial sustainability of the services and its programs to the community;
7. Recommendations should be prioritized into immediate, medium-term and long-term;
8. Identifying the necessary change management implementation actions/initiatives required to implement recommendations.

Proposals must include, but not limited to, the following:

- Relevant firm experience
- The experience of the project team members that will be assigned to this project.
- Scope of work/project approach (include number of meetings)
- Fees, including a breakdown of fees, disbursements, and hourly rates and number of hours per task of key personnel
- Project completion timeframe.
- Project references including contact information. The Bidder shall complete and submit "References Sheet" with a minimum of two firms that similar work has been completed for.

Payment of Consulting Services

Payment shall be made based on detailed invoicing, submitted on a monthly basis or as mutually agreed upon by both parties.

Project Timing

The Town of Carleton Place has established the following timelines for the project:

ITEM	PROJECTED DATE
Request for Proposals Issued	By Tuesday, January 9, 2024
RFP's due at Carleton Place Town Hall at 3 p.m.	Wednesday, January 31, 2024
Selection of Successful Firm	Wednesday, February 14, 2024 (latest)
Project Begins	After selection
Project Completion	September 30, 2024 (latest)

Based on your experience, comment on how realistic and achievable the September 30, 2024 completion date is. If appropriate, provide a modified project outline based on your recommended completion date.

Part "D" Bid Form

The Corporation of the Town of Carleton Place

**175 Bridge St.,
Carleton Place, Ontario
K7C 2V8**

Proposal No. CP-01-2024

**Consulting Services for
Recreation and Culture Service Delivery and Fee Review**

Documents to Be Attached With This Bid Form

- ☐ **One attachment containing the proposal with no pricing information and a second containing only your pricing. Please ensure your attachments are labeled clearly.**
- ☐ **Insurance Certificate (upon award)**
- ☐ **WSIB Certificate (upon award)**

Bidders Information Form

Bidders must complete this form and include with the Bid Submission
Please ensure all information is legible.

1.	Company Name	
2.	Respondent's Main Contact Individual	
3.	Address (incl. Postal Code)	
4.	Office Phone #	
5.	Toll Free #	
6.	Fax #	
7.	E-mail address	
8.	HST Account #	

Acknowledgement to Receipt of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

Addendum #

Date Received

☐ Check here if No Addenda received.

Respondent

Signature

Date

REPRESENTATION, WARRANTY AND ACKNOWLEDGEMENT REGARDING ACCESSIBLE CUSTOMER SERVICE TRAINING

REPRESENTATION AND WARRANTY

(Insert Company Name) _____

Hereby represents and warrants that:

My/Our employees, agents, volunteers or others for whom I/We are responsible, will have successfully completed Accessible Customer Service Training prior to commencement of the Work on behalf of the Corporation of the Town of Carleton Place, in accordance with the award of RFP for Consulting Services for a Recreation and Culture Service Delivery and Fee Review.

1. The Accessible Customer Service Training provided will encompass the following training content:
 - a. A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;
 - b. How to interact and communicate with people with various types of disability;
 - c. How to interact with people with disabilities who use an assistive device, service animal or a support person;
 - d. How to use the equipment or assistive devices available on Town premises that are otherwise provided that may help with the provision of goods or services to people with disabilities;
 - e. What to do if a person with a particular type of disability is having difficulty accessing the Town's goods or services; and
 - f. The Town's accessible customer service policies, procedures and practices governing the provision of goods or services to people with disabilities.

ACKNOWLEDGEMENT

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the Town of Carleton Place and as such I/We solemnly provide this representation and warranty as if it was given under oath.

Company Name

Signature(s)

PRINT NAME

PRINT TITLE

Signature(s)

PRINT NAME

PRINT TITLE

Date

I/WE HAVE THE AUTHORITY TO BIND THE COMPANY

Schedule of Items & Prices

(All unit prices are Not to include HST)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts “A”, “B”, “C”, and “D” of the Proposal for the following prices:

The Town reserves the right to cancel any or all items.

Cost of Total Project

Fixed Fee	\$ _____
HST	\$ _____
Total Project Price	\$ _____

Please provide per diem rates should additional deliverables be required.

Position	Per Diem Rate
	\$ _____
	\$ _____
	\$ _____
	\$ _____

To the Corporation of the Town of Carleton Place, Hereafter called the "Town":

I/We _____ the undersigned
declare:

1. That the several matters stated in the said Bid are in all respects true accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/we do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that the Town may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Town is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/we agree to furnish all documentation, security and certifications as required by the Bid Document and to execute a formal contract in triplicate, if required, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the Town is fully conditional upon the receipt of said documentation, security and certifications by the Town within Ten (10) Working Days. If I/we fail to do so, the Town may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/we agree to save the Town, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this bid.

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the _____ of _____
(Town/City)

this _____ day of _____ 2024.

REFERENCES

Company Name and Phone Number	Contact Person(s)	Description of Services, Length of Contract, etc.
1.		
2.		
3.		
4.		

ⁱ <https://www12.statcan.gc.ca/census-recensement/2021/as-sa/fogs-spg/page.cfm?dguid=2021A00053509028&lang=E&topic=1>

ⁱⁱ <https://www12.statcan.gc.ca/census-recensement/2021/as-sa/fogs-spg/page.cfm?dguid=2021A00053509024&topic=1&lang=E>

ⁱⁱⁱ <https://ottawa.citynews.ca/local-news/carleton-place-canadas-fastest-growing-town-four-years-running-4990111>