

TOWNSHIP OF RAMARA

Request for Proposal



Recreation Master Plan

LCS-2024-01

Date Issued: March 11/2024

Deadline for Questions: 04:00 PM April 15/2024

Deadline for Proposals: 12:00PM April 29/2024

Township of Ramara

2297 Hwy 12, PO Box 130

Brechin, ON L0K 1B0

Contents

Overview.....	4
SECTION 1: Instructions to Respondents.....	5
1.1 Context.....	5
1.2 Timeline.....	5
1.3 Contact Us.....	5
1.4 Developing and submitting proposal.....	5
1.5 Pricing.....	6
1.6 Submission Address.....	6
1.7 RFP Process Conditions.....	6
1.8 Changes to the RFP or RFP process.....	7
1.9 Subconsultants.....	7
SECTION 2: Our Requirements.....	8
2.1 Introduction.....	8
2.2 Background.....	8
2.3 Scope of Work.....	9
2.4 Document Review.....	9
2.5 Demographics.....	10
2.6 Market Research.....	10
2.7 Sector Trends.....	11
2.8 Stakeholder Consultation.....	11
2.9 Electronic Survey.....	11
2.10 Facilities.....	12
2.11 Program Delivery.....	12
2.12 Program Standards.....	12
2.13 Partnership Models.....	12
2.14 Active Living.....	13
2.15 Financial Modelling.....	13
2.16 Implementation.....	13
2.17 Reporting.....	13
2.18 Recreation Master Plan Report Format.....	14
2.19 Re-evaluation.....	16
2.20 Project Schedule.....	16

2.21 Management of Process	16
SECTION 2B: CONDITIONS	17
B1 Definitions and Order of Precedence	17
B2 Staff and Methods	17
B3 Drawings and Documents.....	18
B4 Intellectual Property	18
B5 Changes and Alterations and Additional Services	18
B6 Insurance	18
B7 Indemnity	19
B8 Workplace Safety and Insurance Board (WSIB)	19
B9 Occupational Health and Safety Act.....	19
B10 Accessibility.....	19
B11 Payment Terms	20
SECTION 3: Ramara’s Evaluation Approach	21
3.1 Evaluation model	21
3.2 Optional evaluation process and due diligence	21
SECTION 4: Ramara’s Proposed Contract.....	22
4.1 Proposed Contract.....	22
SECTION 5: RFP Process Conditions.....	25
5.1 Issues and Complaints	25
5.2 Point of Contact	25
5.3 Conflict of Interest.....	25
5.4 Ethics	25
5.5 Confidential Information.....	26
5.6 Municipal Freedom of Information and Protection of Privacy Act	26
5.7 Elimination	26
5.8 Reserved Rights and Privilege Clause.....	26
5.9 Interpretation and Governing Law.....	27
5.10 Disclaimer.....	27

Overview

About our Township

The Township of Ramara, settled along the shores of Lake Simcoe, is a vibrant community that values its natural beauty, rich history, and strong sense of community. Ramara offers a unique blend of rural charm and modern amenities. With a growing population, currently at 10,377, Ramara offers year round beauty and grows immensely during the summer months due to seasonal visitors and residents. Ramara was formed in 1994 after the amalgamation of the Townships of Rama and Mara. Ramara is comprised of nine settlement areas: Atherley-Uptergrove, Brechin, Cooper's Falls, Gamebridge, Lagoon City, Longford Mills, Sebright, Udney and Washago.

Ramara Priorities

The Township of Ramara is looking for a consultant to prepare and deliver the Draft Master Plan no later than September 15, 2024. Final Recreation Master Plan no later than December 31, 2024.

What Ramara is looking for

The Recreation and Community Services department of the Township of Ramara is seeking a skilled consultant to craft an impactful Recreation Master Plan. This plan will serve as a strategic blueprint, shaping the Township's capital investments, programs, and events from 2025 to 2035.

Why you should bid

Embark on an exciting opportunity with the Township of Ramara. We are seeking a dynamic consultant to collaborate on shaping the future of recreation. Your expertise in anticipating upcoming trends and developing innovative programming is crucial as we aim to craft a visionary Recreation Master Plan, providing a forward-thinking roadmap for the next decade.

SECTION 1: Instructions to Respondents

1.1 Context

- a. The Request for Proposal (RFP) is an invitation to suitably qualified consulting firms to submit a Proposal for the creation of Ramara’s Recreation Master Plan.
- b. The RFP is a two-step, open competitive procurement process. The RFP sets out the step-by-step process and conditions that apply.
- c. Lowest or any Bid may not necessarily be accepted

1.2 Timeline

- a. Timeline for the RFP:

Steps in RFP process:	Date:
Deadline for Question:	April 15/24
Deadline for Answers:	April 19/24
Deadline for Proposals:	12:00pm April 29/24
Unsuccessful Respondents Notifications:	May 27/24
Anticipated Start Date:	June 10/24

1.3 Contact Us

- a. All enquiries must be directed to our Point of Contact listed below. All external communications through our Point of Contact.

Name: Justine M. Bayne

Title/Role: Recreation and Community Services Supervisor

Email: jbayne@ramara.ca

1.4 Developing and submitting proposal

- a. Read and digest the RFP in full. Please develop a strong understanding of our requirements outlined in Section 2.
- b. If you find you have questions or anything is unclear, please ask us to explain before the Deadline for Questions and email our point of contact.
- c. Your proposal must be submitted by the deadline in a straightforward format with no more than **twenty (20)** pages excluding appendices. Format your Proposal using the evaluation elements explained in Section 3.
- d. The RFP is a “two envelopes” process. The first envelope must contain two (2) original hard copies of the Proposal; excluding the detailed cost breakdown, delivered in a sealed opaque envelope with the provided Technical Submission Label firmly attached. The second envelope must contain one (1) original hard

copy of the Response Form and a detailed cost breakdown delivered in a sealed opaque envelope with the provided Financial Submission Label firmly attached.

- e. The Response Form will be provided in a Fillable PDF document that you can download from the bidding system we used to release the RFP.
- f. Check that you have provided all information requested and sign the declaration at the end of the Response Form.

1.5 Pricing

- a. Respondents must clearly state the Total Upset Cost Limit exclusive of HST on the Response Form.
- b. In addition to the Total Upset Cost Limit, Respondents will provide in the Financial Submission envelope a detailed breakdown of the fees according to the major tasks of the work plan and include staff hourly rates, any other fees, and all disbursements required for completing the work plan assignments. Disbursements include telephone, facsimile, printing, courier, travel, meals, etc. which should be included in the Total Upset Cost Limit.
- c. The Township of Ramara will pay directly for any fees charged by approval authorities.
- d. Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal to manage such risks and contingencies.
- e. Prices should be tendered in CAD. Unless otherwise agreed, the Township of Ramara will arrange contractual payments in CAD.
- f. If a Respondent offers a price that is substantially lower than the other Proposals (an abnormally low price), the Township of Ramara may seek to verify with the Respondent that the Respondent is capable of fully delivering the intent of the project.

1.6 Submission Address

- a. Please send or deliver the Proposal to the following address:

Mailing address: 2297 Hwy 12, P.O. Box 130, Brechin Ontario L0K 1B0
- b. Proposals sent by facsimile machine or electronic mail and submissions after the Deadline for Proposals will not be accepted.

1.7 RFP Process Conditions

- a. The RFP is intended to solicit non-binding proposals for consideration by the Township of Ramara.
- b. By submitting a Proposal, the Respondent agrees that their offer will remain open for acceptance by the Township of Ramara for forty-five (45) days from the Deadline for Proposal.
- c. The RFP is subject to the RFP Process Conditions outlined in Section 5.

1.8 Changes to the RFP or RFP process

- a. If, after publishing the RFP, we need to change anything about the RFP, RFP process, or want to provide additional information; we will publish an addenda on the budding system we used to release the RFP, typically no later than forty-eight (48) hours prior to the Deadline for Proposal.
- b. Addenda, if required, shall hereby form part of the RFP documents,
- c. Respondents shall acknowledge receipt of any addenda in the Response Form.

1.9 Subconsultants

- a. Respondents shall complete the "List of Subconsultants" provided in the Response Form, showing the value of work to be sublet to each.

SECTION 2: Our Requirements

2.1 Introduction

- a. Building upon the valuable insights gained from our previous Recreation Master Plan in 2012, which offered numerous recommendations and strategic directions for service areas and facilities, the Township of Ramara is embarking on a forward-thinking initiative to shape the future of recreation. We invite proposals from highly qualified consultants to assess our progress since 2012 and, more importantly, to craft a dynamic new Recreation Master Plan. This plan will not only reflect the current needs of our community in terms of programming, service delivery, and facilities but will also provide a visionary roadmap guiding us seamlessly into 2035.
- b. The Township of Ramara is actively seeking a forward-thinking consulting team with the ability to transcend conventional approaches. We aim to elevate the standard recreation master planning processes by seamlessly integrating the principles of community-driven, active living into our long-term planning vision. The selected team will be tasked with crafting a visionary Recreation Master Plan that not only aligns with the guidance outlined in other crucial Township planning documents but also meticulously identifies the unique needs and aspirations of our residents. We expect the team to deliver recommendations that go beyond the ordinary, offering innovative solutions for program development, service enhancements, and facility delivery. The plan should provide strategic direction, seamlessly integrating active living choices into both planning initiatives and decision-making processes. The Township of Ramara welcomes proposals from expert consulting teams who are ready to contribute to our commitment to progressive, community-centric planning.
- c. The Recreation Master Plan will provide implementable solutions to Council, and the Recreation and Community Services Department staff for the short (1-2 years), medium (3-5 years) and long term (5-10 years) and related financial modeling.

2.2 Background

- a. The Township of Ramara is positioned in close proximity to the City of Orillia, settled on the scenic Lakes Simcoe and Couchiching. This enviable location provides residents and visitors with a picturesque setting and access to diverse natural landscapes, fostering a harmonious blend of rural charm and recreational opportunities. The setting of Ramara leaves room for ample recreational activities all year round. Our rural settlements include: Atherley-Uptergrove, Bayshore Village, Brechin, Cooper's Falls, Gamebridge, Lagoon City, Longford Mills, Ramona, Sebright, Udney and Washago. The following is a quick look at the Township infrastructure/ recreation facilities:
 - Four parks with playgrounds
 - Seven green space parks

- 5 ball diamonds
 - Eight public access boat launches
 - 53 km of trails- with the Ramara Trail being apart of the Trans Canada Trail
 - One community centre with a library on one side, a meeting room and a gym large enough to house one Pickleball court
 - Three small, board run community halls
- b. The Township of Ramara’s demographics as reported in the 2021 Census are as follows:
- Permanent residential population 10,377
 - Private dwelling numbers 4,410
 - Single-detached houses 4,025
 - Population 65 years and over 2,880
 - Population 0 to 14 years 1,185
 - Median income of a household in 2020 85,000

2.3 Scope of Work

- a. The consultant is required to comprehensively examine all pertinent background documents, pre-existing master plans, ongoing programs, community partnerships, and policies. Subsequently, the consultant is tasked with conducting a thorough evaluation of the current primary recreation facility, namely the Ramara Centre.
- b. The Recreation Master Plan will strategically chart a course to define the implementation of existing and future recreation and community programs, facilities, and additional services for the upcoming decade.
- c. The subsequent section aims to furnish proponents with a comprehensive outline of the tasks that the Township of Ramara deems essential for the development of the Recreation Master Plan report. Proponents are encouraged to explore opportunities for enhancing the process, thereby contributing to an enriched final outcome. In the event that projected expenditures surpass the budget specified later in this RFP, proponents must delineate them as Options or Added Value, accompanied by a detailed breakdown of the associated costs.

2.4 Document Review

- a. The Consultant will examine all pertinent documentation and reports relevant to the project, encompassing but not limited to:
- [Existing Township Polices related to Recreation](#)
 - [2012 Recreation Master Plan](#)
 - [Township of Ramara Strategic Plan 2023-2026](#)
 - [Township of Ramara Official Plan](#)
 - [County of Simcoe Official Plan](#)
 - [Growth Plan for the Greater Golden Horseshoe](#)
 - [Provincial Policy Statement 2023](#)

- [Economic Development Strategy 2018-2023](#)
 - [Township of Ramara Active Transportation Plan](#)
 - [Accessibility Plan](#)
 - [Community Safety and Wellbeing Plan](#)
 - Mapping- [cycling, canoeing, parks, greenspaces, boat launches and trails](#)
 - [Fees and Charges Bylaw](#)
- b. Following the completion of this review, identify and report on critical issues that the Recreation Master Plan should address.

2.5 Demographics

- a. Detailed existing municipal demographics (Statistics Canada, etc.) for the Township of Brock, City of Orillia, Township of Severn, Chippewas of Rama First Nation and the Township of Oro-Medonte:
- Ages and number of residents (senior citizens, adults, youth, children)
 - Income/occupation
 - Family profile
 - Nationality/cultural backgrounds/places of origin
 - Prevailing cultural patterns and recreation participation profiles
- b. Detailed future municipal growth population projections (from the Township of Ramara Planning Department, County of Simcoe, Growth Plan for the Greater Golden Horseshoe, Provincial Policy Statement 2023, Statistics Canada, developers, existing residents, etc.) by hamlet/villages and in rural planning areas in the Township of Ramara
- Timing of growth and location (communities, catchment areas)
 - Ages and number of residents (senior citizens, adults, youth, children)
 - Income/occupation
 - Family profile
 - Nationality/cultural backgrounds/places of origin
 - Prevailing cultural patterns and recreation participation profiles
- c. Detailed future demographic profile of elementary and secondary school aged children in the Township of Ramara
- d. Comprehensive cross-section detailing the types of activities anticipated in vibrant and active environments, informed by the demographic profile and historical preferences of user segments for health, recreation, and sports opportunities.

2.6 Market Research

- a. Conducting a comprehensive examination and analysis of the diverse range of programs and services offered by the Township of Brock, City of Orillia, Township of Severn, and the Township of Oro-Medonte. This review will categorize the offerings based on age groups and activity types. Additionally, we will explore forthcoming plans aimed at augmenting and enhancing the existing programs. Alongside this, we will compile a detailed listing of recreation

programs and services provided by private businesses, contributing to a comprehensive overview of the recreational landscape.

2.7 Sector Trends

- a. Conduct an in-depth investigation into prevailing trends within the parks and recreation sector, specifically focusing on the delivery of services in the Township of Ramara. This comprehensive analysis will encompass various aspects, including, but not limited to, recreation and cultural programs, health and active living initiatives, facility design and construction, as well as services tailored for youth, aging and older adults including those with disabilities. The study will also delve into community engagement strategies, aiming to provide a nuanced understanding of the dynamic landscape in the Township of Ramara.

2.8 Stakeholder Consultation

- a. Engage in meaningful consultations with various agencies, organizations, and individuals invested in the provision of recreation services and facilities. This collaborative effort aims to ascertain essential insights such as needs, preferences, identified gaps in current services, and emerging issues within the community. By actively seeking input from stakeholders, we endeavor to foster a comprehensive understanding that will contribute to informed decision-making in the realm of recreation services.
- b. Hold meetings with social services and recreation organizations (VON, Early Childhood Education Centres, Couchiching Family Services, YMCA Daycares etc.)
- c. Hold meetings (minimum of 5) with Community Stakeholders to include but not limited to: minor sport groups; adult sport groups; cultural groups; senior citizen groups; special interest groups; volunteer boards and committees with an interest in recreation, culture and community.
- d. Facilitate telephone and/or in-person discussions, with a target of at least 10 meetings, engaging key community stakeholders. This inclusive approach involves connecting with entities such as the County of Simcoe, Township of Severn, City of Orillia, Township of Brock, Township of Oro-Medonte, Public Libraries, area cultural facilities, and Boards of Education. The primary objective is to identify and explore opportunities for collaborative programming and the joint provision of facilities, fostering a collective effort towards enhancing community offerings.
- e. Facilitate Meetings and/ or telephone interviews with each member of Township Council (7), Recreation staff (3) and Senior Leadership Team (8).

2.9 Electronic Survey

- a. Create and implement a comprehensive electronic survey targeting the wider public community. The aim is to discern essential insights, including but not limited to, identifying needs, understanding preferences, pinpointing perceived gaps in services, and gauging overall community sentiment

2.10 Facilities

- a. Review the existing relationship between the Township of Ramara Departments with Recreation and suggest ways to increase effectiveness.
- b. Enhance the current inventory of indoor and outdoor facilities and equipment within the Township of Ramara-owned parks, green spaces, and halls. This involves a meticulous documentation process, encompassing details such as size, distinctive features, programming equipment, and general condition. Additionally, we will update the existing mapping of parks, recreation, and cultural facilities to ensure accuracy and relevance.
- c. Identify cost effective facility conversion options related to underutilized facilities
- d. Develop a 10 year facility acquisition/development plan that will address the needs of current and future residents.

2.11 Program Delivery

- a. Evaluate each program domain, spanning community initiatives and beyond, to discern strengths, weaknesses, and service gaps. This analysis will consider factors such as current financial and human resources, demographic dynamics, and emerging trends, aiming to provide a comprehensive understanding of the landscape and guide strategic planning.
- b. Determine fundamental service benchmarks and articulate the reasoning behind any proposed adjustments to future service levels. Particularly, emphasize the identification of potential impacts these changes may exert on the overall community.
- c. Determine the role of the Township of Ramara in Minor League sports
- d. Determine the role of the Township of Ramara in community development
- e. Determine the role of the Township of Ramara in special community events

2.12 Program Standards

- a. Review the programming standards that are currently applied in the Township of Ramara.
- b. Develop a guideline of program classifications and standards that can guide decision making in the Township of Ramara.
- c. Define service standards that align with outcomes from the Public Consultation Process and reviews of Programs/Facility Delivery, ensuring a reflective and responsive approach to community needs.

2.13 Partnership Models

- a. Explore collaboration possibilities with external organizations offering sports, arts, and cultural recreation programs and services to enhance service delivery.
- b. Formulate partnership models integrating research best practices, outlining envisioned programs and services, delineating roles and intentions of agencies/municipality, and highlighting the tangible benefits these partnerships would bring to the Township of Ramara.
- c. These partnership opportunities must:

- Be on par with the values of the Township of Ramara
- Bring new revenue, resources and ideas to the recreation services
- Allow participants to access recreation opportunities at a reasonable cost
- Benefit the public

2.14 Active Living

- a. Conduct a comprehensive examination of the strategies employed by the Government of Canada, the Province of Ontario, and other provincial/territorial governments, public health units, and organizations to promote healthy, active living. This research encompasses a thorough analysis, including but not limited to reviewing and outlining existing policies, practices, programs, and initiatives. Additionally, it involves evaluating their relevance and appropriateness in the context of program delivery, services, and facility development at the municipal level. The goal is to identify opportunities arising from these diverse approaches that can be leveraged to benefit the Township of Ramara.
- b. The results of this analysis are to be included in the Recreation Master Plan

2.15 Financial Modelling

- a. In combination with the Directors of Legislative and Community Services, Finance, CAO and Recreation and Community Services Supervisor review the Township of Ramara financial policies and guidelines, and current financial position.
- b. Construct a financial planning model derived from the analytical findings of the study. This model is designed for existing, new, or enhanced programs, services, and facilities. It will seamlessly incorporate both current and anticipated financial challenges faced by the Township, aligning with long-term financial strategies to ensure a comprehensive and forward-looking approach.
- c. The Consultant should estimate capital and operating budgets for each of the recommendations, based on current dollars.
- d. The Consultant is encouraged to prioritize inventive and innovative fundraising approaches, supplementing traditional sources such as recreational grants and tax dollars.

2.16 Implementation

- a. Create a prioritized multi-year (ten-year) phased strategy for the provision of recreation programs, services, and facilities, aligning with the recommendations delineated in both the draft and final Recreation Master Plan Report. Establish guidelines for evaluating progress in two five-year increments, assessing the impact the master plan is making on the community.

2.17 Reporting

- a. The schedule below is tentative based on the projects needs.

Phase	Description	Deliverable	Deadline
1	Analysis & Review	Preliminary Report and findings to Guidance Committee	May 15, 2024
2	Community Consultation/ Engagement	Interim Report and findings to Guidance Committee	July 30, 2024
3	Key Insights/Strategic Path & Recommendations	Draft Master Plan to be presented to Guidance Committee	August 25, 2024
4	Prepare Draft Report to Township	Draft Report available to Township	September 18, 2024
5	Finalize Draft Report and Master Plan	Final Draft Report and Master Plan to be presented to Council/CRAC	December 31, 2024

- b. The consultants will generate a report at the conclusion of each stage outlined in Specifications 2.3. An initial Recreation Master Plan draft will be formulated and shared with the Project Leader and the Guidance Committee by the conclusion of August 25, 2024. The ultimate draft report and the completed Recreation Master Plan will be delivered to the Project Leader by December 31, 2024 for subsequent presentation to Council and CRAC.
- c. Following the Guidance Committee meeting changes reflective of the discussion, a final Recreation Master Plan Report will be prepared
- d. Draft – Ten printed draft copies plus one unbound
- e. Final – Ten final copies plus one unbound
- f. Electronic – one each of the draft and final copy in an electronic Microsoft Word File are to made available to the Township
- g. All documents must be received in an accessible format.

2.18 Recreation Master Plan Report Format

- a. The consultants will create a preliminary report in Microsoft Word format, drawing insights from the document, demographic and trend analysis, program/delivery and standards assessment, stakeholder consultations, and financial modeling. Moreover, the report will consolidate recommendations and proposed strategies from all previously completed reports pertaining to the provision of recreation programs and services. While not restricting the Consultant's input, the following elements are deemed essential and must be covered at a minimum:
 - i. Executive Summary
 - ii. Demographics
 - An analysis of the local and regional demographics with and the impact they will have on the delivery of programs, services and facilities.
 - iii. Sector Trends

- A description of the trends and their impact/relationship to the delivery of services in the Township of Ramara.
- iv. Electronic Survey
- A summary of the results and key finding connected to the recommendations
- v. Program Service and Delivery
- Identify the role and duties of the Recreation Department in the delivery of recreation programs, services and special events
 - Evaluate the program delivery model and its effectiveness in meeting the community's needs, considering aspects such as direct programming, community development/facilitation, and partnerships.
 - Suggest an organized method to program delivery in each of the above models where applicable
 - A description of Program Standards and their relationship to program delivery
 - Develop a marketing and communication framework aimed at enhancing public awareness and participation in programs, services, and facilities
 - Formulate policy recommendations for guiding future community development in capital facility projects and the delivery of programs and services.
- vi. Facilities
- A description of the Facility Development Standards best suited to the Township of Ramara
 - Determine a direction for existing and planned facilities to allow the Township of Ramara to best utilize them
 - Evaluate and offer guidance on the suitability of the existing facility classification/standards system, making updates as necessary. Identify the required recreation infrastructure over the next decade to meet the evolving needs of the community.
- vii. Partnerships
- Describe partnership opportunities in the context of the criteria listed in the Project Scope and the timing of their implementation.
- viii. Active Living
- Develop a policy statement delineating the Township's strategy to incorporate healthy, active living opportunities as an integral component of all service delivery.
- ix. Financial Modeling
- Formulate a financial strategy to tackle the outlined ten-year plan encompassing recreation, cultural, and facility needs and

priorities, alongside program and service delivery. Develop capital financing models tied to the recommendations, emphasizing long-term financial sustainability, and aligning with the Township's comprehensive and forward-looking financial planning.

- Guidance on refining the existing business model that directs operational decisions for programs, services, and facilities.
 - Recommendations on the Human Resources required to effectively implement the plan over ten (10) years
- x. Implementation
- Create a strategy to address the recreation, cultural, and facilities needs and priorities over a ten-year period. The report should incorporate a comprehensive implementation plan directly connected to the recommendations, outlining a framework for guiding Master Plan updates every three years throughout the plan's duration.
- xi. Appendices
- The documents to be included:
 - i. Market research
 - ii. Summary of information collected during the Stakeholder Consultation
 - iii. The results and findings of the Electronic Survey
 - iv. The results and findings of research related to active living

2.19 Re-evaluation

- a. The Consultant is expected to develop an ongoing plan for re-evaluating and updating the Master Plan every 5 years

2.20 Project Schedule

- a. The work will commence following the execution of the Consultant Services Agreement. It is expected that the agreement will be executed by approximately April 2024
- b. The work shall be completed as per the tentative guidelines based on project needs set out in Specifications 2.3 and finally conclude by December 31, 2024

2.21 Management of Process

- a. The Township of Ramara will provide copies of background and planning reports, meeting venues, refreshments and contact information for the community stakeholders, coordinate invitations to meetings and facilitate posting of the on-line survey link on the Township of Ramara Website and other related advertising of the project in local and social media.
- b. A Guidance Committee may be comprised of one public member from the Accessibility Committee, the Supervisor of Recreation and Community Services,

the Manager or Communication and Community Engagement, the Director of Legislative Services, the Director of Infrastructure, one Member of Council and the CAO/Designate will be responsible for the overall direction of the planning process. At minimum, the consultant will meet with the Committee as outlined below.

- c. The Supervisor of Recreation and Community Services will act as the Project Leader, will serve as the day-to-day contact for the consultant and will assist by providing documentation and information to the consultant. The Project Leader will arrange Committee Meeting to assist the consultant during the course of the project. Copies of the draft and final Recreation Master Plan report will be submitted to the Guidance Committee through the Project Leader.
- d. The Consultant will be expected to maintain regular contact with the Project Leader and to attend whatever meetings are requires in order to complete the project. This will include, but not be limited to:
 - An imitation meeting with the Guidance Committee to discuss the proposed procedure, budget and timelines. Meeting – 1
 - Interviews/meetings with relevant project teams. Meetings – 4-6
 - Following the research and best practices stages, meet with Guidance Committee to discuss findings and receive direction prior to proceeding with the writing of the Recreation Master Plan. Meetings – 8-10
 - Present the draft and final Recreation Master Plan to Council/Corporate Services and to the Guidance Committee. Meetings – 3
 - Bi-weekly progress updates to the Project Leader via telephone/teleconference.

SECTION 2B: CONDITIONS

B1 Definitions and Order of Precedence

- a. The Order of Precedence shall be:
 - Form of Agreement
 - Addenda to the Request for Proposal (RFP)
 - Request for Proposal (RFP)
 - Amendments to the Proposal submission document(s) from the Consultant
 - Proposal submission document(s) from the Consultant

B2 Staff and Methods

- a. The Consultant shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered.
- b. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the project team. The Consultant shall obtain the prior agreement of the Township of Ramara before making any changes to the staff list after commencement of the project.

- c. The Township of Ramara reserves the right to determine non-performance or poor quality of work the opinion of the Township of Ramara in this regard shall be final in all instances.

B3 Drawings and Documents

- a. Drawing and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client may be used by the Client, for the project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

B4 Intellectual Property

- a. The Consultant shall retain ownership of all concepts, products, or processes produced by or resulting from the services rendered in connection with the Project, or otherwise developed or first reduced to practice by the Consultant during the performance of their services, and which are patentable, capable of trademark, or otherwise protectable.
- b. The Client is granted a permanent, non-exclusive, royalty-free license to utilize any concept, product, or process that is patentable, capable of trademark, or otherwise generated by or resulting from the services provided by the Consultant in connection with the Project. This license is specifically for the purpose of the Project and may not be used for any other purpose or project.

B5 Changes and Alterations and Additional Services

- a. Subject to the Consultant's consent, the Client may, in writing, at any time following the execution of the Agreement or the commencement of the Services, modify, extend, increase, or otherwise alter the Services outlined in the Agreement. If such modifications require additional staff or Services, the Consultant shall be compensated in accordance with Section 3.2.2.1 for the additional Services and staff directly engaged. Additionally, the Consultant shall be entitled to reimbursement for expenses and disbursements as stipulated under Section 3.2.4, or as mutually agreed upon in writing between the parties.

B6 Insurance

- a. Throughout the Contract period, the Consultant is required to maintain and uphold:
 - A comprehensive public liability and property damage insurance policy, deemed acceptable by the Township, providing coverage for any single accident up to a minimum limit of Two Million Dollars (\$2,000,000.00), exclusive of interest and costs. This coverage extends to bodily injury, death of one or more persons, and loss or damage to property. The policy must designate the Township of Ramara as an additional insured, safeguarding the Township against all claims for damage, injury, including death, to any person or persons, and for damage to

any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Consultant or any of their servants or agents during the execution of the Contract.

- A professional liability insurance or other errors and omissions insurance policy, covering claims and expenses for liability arising from negligence in the provision of services, with coverage of no less than Two Million Dollars (\$2,000,000.00).
- A standard motor vehicle liability insurance policy, covering motor vehicles owned, leased, or operated by or on behalf of the Consultant in connection with the Services provided or to be provided under this Agreement, with coverage of not less than Two Million Dollars (\$2,000,000).

b. Upon acceptance of the Proposal, the Consultant must provide the Township with a certified copy of the policy or certificate thereof, including the Township of Ramara as an "Additional Name Insured."

c. The policy must include a Cross Liability clause or endorsement, and an endorsement stating that the policy or policies will not be altered, cancelled, or allowed to lapse without 30 days' prior written notice to the Township of Ramara.

B7 Indemnity

- a. The Consultant agrees to indemnify and hold the Township harmless from all claims and liabilities arising from personal injury, death, or property damage resulting from any act or omission on the part of the Consultant, including those of their servants or agents, during the execution of the Contract. This indemnification encompasses the cost of defending against such claims and is without limitation.

B8 Workplace Safety and Insurance Board (WSIB)

- a. The Consultant must provide the Township of Ramara with documentation from the Workplace Safety and Insurance Board, confirming compliance with all dues and assessments payable under the Workplace Safety and Insurance Act pertaining to their employees or operations.
- b. Workplace Safety and Insurance Board coverage is mandatory, irrespective of whether the Consultant is the sole owner or operator.

B9 Occupational Health and Safety Act

- a. The Consultant will be required to sign a copy of the Township of Ramara Contractor's Liability form

B10 Accessibility

- a. The Consultant shall be compliant with the "Accessible Customer Service Standard", Ontario Regulation 429/07 made under the "Accessibility for Ontarians with Disabilities Act" (AODA) 2005. Applicable policies and proof of employee training shall be provided upon request.

B11 Payment Terms

- a. Each invoice submitted by the Consultant to the Township of Ramara under this Agreement must include the following details:
 - The Consultant's name and address;
 - Invoice date and the period during which the Services were provided;
 - Identification of the Agreement under which the Services were rendered;
 - Description of the supplied services;
 - Amount payable for the services, with a statement specifying that payment is due upon receipt;
 - The name, title, telephone number, and mailing address of the designated recipient for payment; and
 - Any additional information deemed necessary.
- b. If the Client intends to dispute any part or the entirety of an invoice provided by the Consultant, the Client must, within 14 calendar days of receiving the invoice, issue a notice of non-payment to the Consultant.
- c. Any undisputed portion of an invoice shall remain payable upon receipt, following the terms of payment outlined in section 2B11 – a.
- d. The Client shall compensate the Consultant based on the fees and charges for services as outlined in the proposal or as otherwise mutually agreed.
- e. All fees, regardless of their basis, shall exclude HST, and HST will be added to each invoice.
- f. All fees and charges are payable in Canadian funds unless stated otherwise.
- g. Invoices are due and payable by the Client upon receipt and, in any event, no later than 30 days after receiving the invoice, without any hold-backs.

SECTION 3: Ramara's Evaluation Approach

3.1 Evaluation model

- a. The Technical segment of the proposal should be presented in a clear format, with the following elements distinctly outlined to streamline our evaluation:
 - Creative and innovative approach to the project: 25%
 - Team experience, qualifications, and successful completion of similar projects: 25%
 - Demonstrated understanding of the project, scope of work, goals/objectives: 20%
 - Completeness/thoroughness of the proposal, ability to meet project specifications: 20%
- b. The Financial section of the proposal must encompass a breakdown of rates for all personnel involved in the project, along with a comprehensive fee breakdown ensuring the total aligns with the Total Upset Cost Limit provided on the Response Form. The Fee Factor is 10%.
- c. The scoring system will utilize "points" assigned to each criterion component based on the degree to which the proposed solution meets specified requirements, as follows:
 - 5 points: Fully Meets
 - 4 points: Meets, with minor gaps (no compromise required)
 - 3 points: Meets, with moderate gaps (some compromise required)
 - 2 points: Partially meets (significant gaps, compromise required)
 - 1 point: Does not meet
- d. The Fee Factor will be evaluated based on the lowest responsive fee. For instance: Respondent 'A' is \$100,000, Respondent 'B' is \$120,000, and Respondent 'C' is \$200,000; their respective scores would be as follows:
 - Respondent 'A' = 100% (5 Points)
 - Respondent 'B' = 83.3% (4.2 Points)
 - Respondent 'C' = 50.0% (2.5 Points)
- e. The successful Respondent will be chosen based on the highest score.

3.2 Optional evaluation process and due diligence

- a. Beyond the previously mentioned criteria, we may conduct the following process and due diligence concerning shortlisted Respondents. The results of these activities will be considered in the evaluation process. Should we choose to proceed with any of these, shortlisted Respondents will be provided with adequate notice.
 - Additional checks on the Respondent, such as reviewing the company website.
 - Conducting interviews with Respondents (Proposals scoring 80% or above may be eligible for an interview).

- Seeking references from publicly available Recreation Masterplans prepared by the Respondent.

SECTION 4: Ramara's Proposed Contract

4.1 Proposed Contract

- a. The provided Contract outlines the arrangement that the Township aims to establish for the procurement and delivery of the Requirements through the engagement of the Consultant. Both the Request for Proposal (RFP) and the Consultant's Proposal, accepted by the Township, will be integral components of the Agreement.
- b. Within the Response Form, there is a dedicated section for you to express your full acceptance of the Proposed Contract.

FORM OF AGREEMENT

AGREEMENT FOR THE PREPARATION OF A NEW RECREATION MASTER PLAN FOR THE TOWNSHIP OF RAMARA

THIS AGREEMENT (the "Agreement"), is effective as of XXX XX, 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF RAMARA (the "Township")

AND:

_____ (the "Proponent")

WHEREAS:

- A. The Township issued **RFP LSC-2024-01** for the preparation of a new Recreation Master Plane for the township of Ramara.
- B. The Proponent was the successful respondent and has agreed to provide the Deliverables in accordance with the submitted Proposal Documents.

NOW THEREFORE, in consideration of their respective agreements set out below, the parties covenant and agree as follows

That, the Proponent for and in consideration of the payment specified in his Proposal Documents for the Deliverables, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Deliverables in strict accordance with the Proposal Documents, all which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Proponent further agrees that he will deliver the whole of the deliverables completes in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Township agrees to pay the Proponent for the Deliverables as stipulated in the Proposals Documents. Payment terms to be as stipulated in the RFP.

THIS AGREEMENT SHALL, ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Supplier and on the heirs and successors of the Township.

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first written above.

THE CORPORATION OF THE TOWNSHIP OF RAMARA [INSERT LEGAL NAME OF PROPONENT]

PER _____	PER _____
NAME:	NAME:
TITLE:	TITLE:
PER _____	PER _____
NAME:	NAME:
TITLE:	TITLE:
I/We have authority to bind the corporation	I/We have authority to bind the corporation

- a. The successful Respondent will be required to prepare and enter into a Consulting Services Agreement. The Consulting Services Agreement will be prepared by the successful Respondents and approved by the Township or Ramara.

SECTION 5: RFP Process Conditions

5.1 Issues and Complaints

- a. A Respondent has the right, in good faith, to bring forth any concerns or complaints about the RFP or the RFP process at any stage.
- b. The Township is committed to promptly and impartially considering and responding to any issues or complaints raised by the Respondent. Both the Township and the Respondent mutually agree to act in good faith and make reasonable efforts to resolve any concerns or complaints related to the RFP.

5.2 Point of Contact

- a. For all inquiries related to the RFP, please direct them via email to the designated Point of Contact. Respondents are strictly prohibited from directly or indirectly approaching any representative of the Township or any other individual to seek information regarding any aspect of the RFP.
- b. The only authorized party to communicate with Respondents concerning any facet of the RFP is the Point of Contact. Statements made by any other person are not binding on the Township.
- c. The Township reserves the right to change the Point of Contact at any time, and notification of such changes will be provided through addenda.
- d. If a Respondent currently holds an existing contract with the Township, normal business communications will continue. However, Respondents must refrain from using these routine contacts to lobby the Township, solicit information, or discuss aspects of the RFP.

5.3 Conflict of Interest

- a. Respondents must immediately inform the Township should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP process.

5.4 Ethics

- a. Respondents are strictly prohibited from attempting to influence or offering any form of personal inducement, reward, or benefit to any representative of the Township in connection with the RFP.
- b. Engaging in collusive, deceptive, or improper conduct during the preparation of their Proposal or in any discussions or negotiations with the Township is strictly forbidden for Respondents.
- c. Participation in such unethical behavior will lead to the disqualification of the Respondent from further involvement in the RFP process.
- d. The Township reserves the discretion to report any suspected collusive or anti-competitive conduct by Respondents to the appropriate authority, providing them with all pertinent information.

5.5 Confidential Information

- a. Both the Township and Respondent commit to taking reasonable measures to safeguard Confidential Information.
- b. The Township and Respondent may disclose Confidential Information to individuals directly engaged in the RFP process on their behalf, including officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals, or directors, solely for the purpose of participating in the RFP.

5.6 Municipal Freedom of Information and Protection of Privacy Act

- a. Respondents are cautioned that the Township operates under Ontario's Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and information provided to the Township in response to the RFP may be subject to disclosure under MFIPPA. Respondents should clearly identify any information in their Proposal or accompanying documentation submitted in confidence, for which confidentiality is sought, and are encouraged to seek guidance from their legal advisors on the appropriate means of identification.
- b. The Township will make reasonable efforts to protect confidential information, while taking into account its disclosure obligations under MFIPPA or any other legal disclosure requirements imposed by law or by the directive of a court or tribunal.
- c. Respondents are informed that their Proposal may, as necessary, be disclosed on a confidential basis to advisors engaged by the Township to provide counsel or assistance in the RFP process, including the evaluation of the Proposal.

5.7 Elimination

- a. Irregularities in bids will be addressed in accordance with the provisions outlined in the Purchasing By-Law, which can be accessed at www.ramara.ca. Please refer to Schedule C - Bid Irregularities.
- b. The Township reserves the right to disqualify a Respondent from participating in the RFP if the Township possesses evidence of any of the following, and deems it significant to the RFP:
 - The Respondent has provided false information.
 - There is professional misconduct or an act or omission by the Respondent that adversely reflects on their integrity.
 - A performance issue exists in a historical or ongoing contract delivered by the Respondent.
 - The Respondent is undergoing bankruptcy, receivership, or liquidation.

5.8 Reserved Rights and Privilege Clause

- a. The Township retains the authority to approve or decline any or all Proposals, either in whole or in part.

- b. The Township retains the discretion to abstain from accepting or awarding a Contract to any Respondent, including its sub-contractor(s), engaged in litigation with the Township.
- c. The Township maintains the right to terminate the RFP process at any phase and/or initiate a new RFP for identical or similar deliverables.
- d. The Township holds the prerogative to introduce any substantial changes to the RFP, such as alterations to the timeline, Requirements, or Evaluation Approach, provided Respondents are afforded a reasonable period to respond to the modification.
- e. The Township reserves the right to overlook formalities and consider Proposals that substantially adhere to the RFP requirements, given that, in the Township's judgment, the non-compliance does not materially impact the Proposal.
- f. These reserved rights are supplementary to any explicitly stated rights and any other rights that may be inferred based on the circumstances.

5.9 Interpretation and Governing Law

- a. The RFP Process Conditions are designed for broad and independent interpretation, with no specific provision aimed at restricting the scope of any other provision.
- b. The RFP Process Conditions are not exhaustive and should not be interpreted as an attempt to curtail the pre-existing rights of the Township.
- c. The RFP process is subject to governance and interpretation in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

5.10 Disclaimer

- a. The Township shall not assume any liability, whether in contract, tort, equity, or any other manner, for any direct or indirect damage, loss, or cost incurred by any Respondent or any other individual concerning the RFP process. This includes, but is not limited to, matters related to the award of a contract, failure to award a contract, or failure to honor a Proposal submitted in response to this RFP.
- b. This RFP process is not designed to establish and will not establish a formal, legally binding procurement process. Instead, it will be governed by the law applicable to direct commercial negotiations. Specifically, this RFP will not give rise to any legal duties under Contract A-based tendering law or any other legal obligations arising from a process contract or collateral contract.
- c. Nothing stated or implied in the RFP, RFP process, or any other communication from the Township to any Respondent should be construed as legal, financial, or other advice.