



Barrie

**Request for Proposals
For
Sports Tourism Strategy**

Request for Proposals No.: **FIN2022-138P**

Issued: **Tuesday, July 25, 2022**

Submission Deadline: **Wednesday, August 24, 2022 2:00 PM local time**

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Attachments:

- Attachment No. 1 STAT Pro Report Barrie_2019
- Attachment No.2 Tourism Master Plan_2020
- Attachment No.3 Tourism Strategic Plan_2021-2023
- Attachment No.4 Council Strategic Plan_2018-2022

Reference Links:

1. Barrie City Council Strategic Plan - <https://www.barrie.ca/City%20Hall/MayorCouncil/Pages/Strategic-Plan.aspx>
2. Tourism Barrie - <https://www.tourismbarrie.com/>

3. Tourism Barrie Strategic Plan - https://www.tourismbarrie.com/contact_us/About-Us/barrie-tourism-plans
4. City of Barrie Waterfront & Marina Strategic Plan - <https://www.barrie.ca/Living/ParksTrails/Waterfront/Pages/WaterfrontParksInitiative.aspx>
5. City of Barrie Waterfront Amenities - <https://www.barrie.ca/Living/ParksTrails/Waterfront/Pages/Waterfront-Features.aspx>
6. Barrie Trails - <https://www.barrie.ca/Living/ParksTrails/Trails/Pages/default.aspx>
7. Barrie Parks - <https://www.barrie.ca/Living/ParksTrails/Parks/Pages/default.aspx>

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the City of Barrie (“the City”) to prospective proponents to submit proposals for the development of a **Sports Tourism Strategy**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The purpose of this RFP is to contract a Sport Tourism Expert to identify sports events including sports business meetings and pre-competition training for which the City of Barrie is best suited to attract based on its current and projected asset mix. As a growing city, with increasing demands by residents on the current and future sport and recreation assets, identifying opportunities that capitalize on non-peak and underutilized spaces are a priority.

Upon completion, the Sports Tourism Strategy (STS) will allow the City and Tourism Barrie to immediately invest in and implement new sport bid opportunities to aid in driving pandemic recovery, increasing accommodation occupancy and improving local spend on all ancillary uses while strategically and tactically setting the trajectory for long-term sport tourism programming throughout the City.

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. It is the City’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is until February 15, 2023, or until the project deliverables are complete. The selected proponent will be required to execute the agreement by way of digital signature via DocuSign.

1.3 RFP Timetable

Issue Date of RFP	Monday, July 25, 2022
Deadline for Questions	Thursday, August 11, 2022 2:00 PM local time
Deadline for Issuing Addenda	Wednesday, August 17, 2022
Submission Deadline	Wednesday, August 24, 2022 at 2:00 PM local time
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	The week of September 12, 2022.
Contract Negotiation Period	Five (5) business days
Anticipated Execution of Agreement	The week of October 3, 2022.

The RFP timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

1.4 Bidding System Registration

The City will only consider proposals received from proponents who have registered with the City's electronic bidding system at [Bids and Tenders](#) (the "Bidding System") and have obtained the RFP directly from the Bidding System.

All proponents must establish a Bidding System account and be registered as a Plan Taker for the bid opportunity, which will enable the proponent to download the RFP, to receive addenda email notifications, download addenda and to submit their proposal electronically through the Bidding System.

1.5 RFP Contact and Proponents' Questions

1.5.1 RFP Contact

For the purposes of this procurement process, all communications in relation to this RFP must be made to the RFP contact through the Bidding System at [Bids and Tenders](#), unless specifically instructed within the RFP document. Post bid closing communications in relation to this RFP may be made through purchasing@barrie.ca.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the RFP Contact. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.5.2 Proponents' Questions

Prior to the Deadline for Questions, proponents may ask questions or seek additional information in relation to this RFP through the Bidding System using the "Submit a Question" link associated with this bid opportunity. The City will not accept any proponent's questions or requests for information by any other means, except as specifically stated in this RFP.

1.6 Submission of Proposals

1.6.1 Electronic Submission Only

Proposals must be submitted electronically through the Bidding System. The City will not accept proposals submitted by any other method.

1.6.2 Proposals must be Received on Time

Proposals will only be accepted if they are received by the Bidding System by no later than the Submission Deadline.

The Submission Deadline will be determined by the Bidding System clock. The timing of the proposal submission is based on when the proposal is **received** by the Bidding System, regardless of when the proponent began the submission process. Onus and responsibility rest

solely with the proponent to ensure its proposal is received by the Bidding System by no later than the Submission Deadline.

Proponents are advised that transmission of proposals can be delayed due to file transfer size, transmission speed and other issues. Proponents are strongly encouraged to allow sufficient time to upload their proposal submission and attachment(s), if applicable, and to resolve any issues that may arise. Proponents making submissions near the Submission Deadline do so at their own risk.

The Bidding System will send a confirmation email to the proponent advising that their proposal was successfully received.

1.6.3 Acknowledgement of Addenda

It is the responsibility of the proponent to have received all addenda to this RFP that have been issued by the City through the Bidding System. Proponents will be required to check a box for each addendum and any applicable attachments that have been issued before a proponent can submit their proposal in the Bidding System.

Addenda will typically be issued through the Bidding System at least forty-eight (48) hours prior to the Submission Deadline. However, in some cases it may be necessary for the City to issue an addendum within the forty-eight (48) hours prior to the Submission Deadline. In such cases, the addendum will include an extension of the Submission Deadline.

Proponents must check the Bidding System for any addenda up until the Submission Deadline.

If a proposal is submitted before an addendum is issued, the Bidding System will automatically withdraw the proposal and identify the status of the proposal as incomplete (not accepted by the City). The withdrawn proposal can be viewed by the proponent in the “MY BIDS” section of the Bidding System. The proponent is solely responsible for:

- (a) reviewing the status of their proposal;
- (b) making any required adjustments to their proposal;
- (c) acknowledging the addendum; and
- (d) ensuring the proposal is re-submitted and received by the Bidding System by no later than the Submission Deadline.

The City will not be responsible for the withdrawal of a proposal due to the proponent's failure to acknowledge any addenda issued prior to the Submission Deadline.

1.6.4 Amendment of Proposals

If a proponent wishes to amend an already submitted proposal prior to the Submission Deadline, the proponent may withdraw the submitted proposal and submit a revised proposal prior to the Submission Deadline through the Bidding System. The proponent is solely responsible for ensuring that the revised proposal is received by the Bidding System by no later than the Submission Deadline.

1.6.5 Withdrawal of Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, the proponent may withdraw the submitted proposal through the Bidding System. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

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PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive

contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and should report any errors, omissions or ambiguities through the Bidding System prior the Deadline for Questions. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than by addenda issued by the RFP Contact through the Bidding System. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda through the Bidding System. Each addendum forms an integral part of this RFP.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The City may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

In accordance with the City's Procurement By-law, proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the City's Procurement By-law and procurement protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

Proponents are advised that the City is governed by Ontario's *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and information submitted to the City in proposal to this RFP may be subject to disclosure under MFIPPA. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The City will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of bids. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

AGREEMENT FOR THE PROVISION OF CONSULTING SERVICES

This AGREEMENT (the “Agreement”) is effective upon Award

BETWEEN:

THE CORPORATION OF THE CITY OF BARRIE (the “City”)

AND:

_____ (the “Consultant”)

WHEREAS the City wishes to engage Consultant to perform certain Services and provide certain Deliverables, and Consultant wishes to perform the Services and provide the Deliverables to the City;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services

Consultant will provide the Services and Deliverables described in Schedule A to the City:

Consultant will provide to the City all Services and Deliverables according to the specifications and any applicable Project Plan. Consultant will prepare and submit to the City such reports of its performance and its progress hereunder as the City may reasonably request from time to time. In the event that the Services and/or Deliverables do not meet all Specifications, Consultant will modify or re-perform the Services and/or Deliverables as required, at no additional cost to the City. Consultant understands that the City intends to use the Deliverables on an ongoing basis after termination of this Agreement, and Consultant will provide the City with complete knowledge and understanding of the Deliverables to enable the City to use the Deliverables fully following termination of this Agreement, without further assistance from Consultant.

2. Term

This Agreement will be effective as of the date first written above, and will continue in force until **February 15, 2023** or until the project deliverables are complete unless terminated by the City.

3. Personnel

The Consultant’s staff assigned to provide the services and deliverables described under Schedule A (the “Personnel”) and their hourly rates are listed in Schedule B – Fees.

Consultant must notify the City in writing of any changes or additions to the list of Personnel prior to or, if not possible, then immediately upon such a change or addition. No person may be involved in the development or provision of Services or Deliverables without such notice to the City.

4. Representations and Warranties

Consultant represents and warrants that:

- a) Consultant and all Personnel possess the skill, knowledge and experience necessary to provide all of the Services and Deliverables as required hereunder;
- b) the Services and Deliverables will be of the highest professional quality, in accordance with the highest professional standards, in strict compliance with all Specifications, and free of infringement of any Intellectual Property Rights of any third person or entity;
- c) Consultant and all Personnel are in good standing with their respective professional association(s) or governing body(ies), and all required dues and insurance levies have been paid;

5. City Rules and Guidelines

Consultant will comply, and will ensure that Personnel comply, when using or at the City's premises, with all of the City's rules and guidelines regarding behaviour and conduct in connection with the City's business and affairs, including all security regulations in effect at the City's premises, as communicated by the City from time to time.

6. Substandard Work / Delays

Time is of the essence of this Agreement. The City reserves the right to refuse any Deliverables which do not comply with all Specifications ("Substandard"), (unless the defect(s) is (are) caused by the City), or the delivery of which is more than ten (10) business days overdue ("Delayed"), unless the delay is caused by the City. Without limiting the remedies available to the City, the City may in its sole discretion:

- (a) return Substandard work for correction at Consultant's own cost and expense;
- (b) accept Delayed Deliverables, provided the amount payable therefor shall be reduced by 5% for every week that the delivery is delayed;
- (c) terminate this Agreement, on notice to Consultant, in the event either (i) Substandard Deliverables are not corrected, or (ii) Deliverables are Delayed for more than twenty (20) business days.

If a specific Deliverable or part thereof, because it is Substandard or Delayed, renders all or part of the other Deliverables incapable of meeting all of the Specifications, or is a part which is reasonably integral to the whole of the Deliverables, the City may refuse to accept or may return, as the case may be, such otherwise non-Substandard or non-Delayed Deliverables, and payments made therefor will be returned to the City forthwith upon demand or may be set off, at the City's option, against any other amounts owing by the City to Consultant.

7. Fees and Payment

The City will pay Consultant the fees outlined in Schedule B in accordance with the terms set out in Schedule B net thirty calendar days from receipt of invoice.

The City shall make payment via Electronic Funds Transfer (EFT). Each EFT transaction will be accompanied by an email notification of the amount that will be deposited into the Consultant's bank account along with the detailed invoice information.

8. Expenses

The fees are all inclusive and Consultant will not be reimbursed for its expenses.

9. Insurance

The Consultant is responsible for submitting a Certificate of Insurance that demonstrates the required insurance to the City as a Pre-Condition of Award and prior to the expiry date of any required insurance policy. Where possible, the Consultant shall utilize the link to the Bids&Tenders Bidding System to upload their Certificates of Insurance.

The Consultant hereby agrees to put in effect and maintain insurance for the Term at its own cost and expense including all the necessary and appropriate insurance that a prudent person in the business of the Consultant would maintain including, but not limited to, the following:

- (a) Comprehensive General Liability

General Liability Insurance from an insurer licensed in the province of Ontario, for Two Million Dollars (\$2,000,000.00) per occurrence with an annual aggregate of Five Million Dollars (\$5,000,000.00) to the Corporation of the City of Barrie, Ontario against any liability for property damage or personal injury, negligence including death, which may arise from the Consultant's operations under this Contract.

In addition, the Commercial General Liability shall contain Cross Liability and Severability Clauses, Products & Completed Operations and Standard non-owned automobile coverage including a standard contractual liability endorsement.

The Corporation must be included as an “Additional Insured” on the successful Bidder/Proponent relevant documents and must submit copy of same prior to commencement of work.

(b) Automobile Insurance

The Limit of Liability Insurance Coverage shall be in the amount of Two Million Dollars (\$2,000,000.00) per occurrence. The Consultant shall provide the City with proof of an Ontario Standard Vehicle Liability Insurance for both owned and non-owned vehicles.

(c) Professional Liability Insurance

The Insurance Coverage shall be in the amount of Two Million Dollars (\$2,000,000.00) per claim. The Consultant shall provide to the City proof of Professional Liability Insurance carried by the Consultant, in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

(d) Change of Coverage

If the City requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the City's expense.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the City. All insurance certificates must include an endorsement that the City will be notified 30 days prior to the expiry or cancellation of insurance.

10. Confidentiality

(a) Confidential Information

For the purposes of this Agreement, “Confidential Information” means any data or information of the City, whether oral, written or otherwise recorded, that is non-public, confidential or proprietary in nature. Confidential Information includes, but is not limited to: any scientific, computer or other technical information, technology, research, design, idea, process, procedure, formula or improvement, or any portion or phase thereof; information relating to any current or proposed products, services, methods, businesses or business plans, marketing, pricing, distribution and other business strategies; lists of, or any other information of or relating to, any of the City's customers, suppliers, dealers, agents or employees and the City's relationship therewith; and any financial or strategic information relating to any of the foregoing.

(b) Duty to Keep Confidential

The City may disclose to Consultant, or Consultant may otherwise receive through the course of this Agreement, Confidential Information, either directly by verbal, written or electronic communications, or indirectly by permitting employees or other Personnel to observe various operations, processes, strategies or methods conducted or used by the City. Disclosures made by the City will be made upon the basis of the confidential relationship between the City and Consultant and upon Consultant's agreement that, unless specifically authorized in writing by the City, Consultant will:

- (i) not disclose any portion of any Confidential Information to any person except those of its employees or other Personnel with a need to know such Confidential Information for purposes of our business relationship;
- (ii) advise each such employee or other Personnel, before he or she receives direct or indirect access to such Confidential Information, of its obligations under this Agreement, and ensure that each such person to whom Confidential Information is thus disclosed is similarly bound to keep the Confidential Information confidential;
- (iii) take strict precautions, at a minimum those Consultant affords its own confidential information of a similar nature, to safeguard and protect from direct or indirect disclosure to any other person or entity all Confidential Information disclosed by the City, or otherwise received by Consultant; and
- (iv) immediately return to the City or, upon the City's request, destroy, all tangible materials concerning Confidential Information, including but not limited to memoranda, notes, reports, agreements, documents, drawings, hardware, disks and tapes, as well as all copies or extracts thereof, whether such material was made or compiled by Consultant or furnished by the City.

11. Exceptions

The foregoing obligations will not apply to Confidential Information: (i) that has become publicly known through no act of Consultant; (ii) that has been received in good faith by Consultant from a third party having legitimate possession of the information disclosed and the right to make such disclosure; (iii) that was in Consultant's legitimate possession prior to disclosure hereunder; (iv) that has been approved for disclosure by express written approval of the City; or (v) that has been disclosed pursuant to a legal requirement, provided Consultant has given the City notice of the requirement and the opportunity to challenge it prior to disclosure.

12. Ownership of Deliverables and Intellectual Property

(a) Ownership of Deliverables and Intellectual Property

The City will own all rights, title and interest in and to all Deliverables, including all Intellectual Property rights therein. The City will also own all Intellectual Property rights relating in any way to the Services, including any invention relating thereto or any other improvement or enhancement thereof, whether or not conceived of or made in the course of or as a result of this Agreement. Consultant will co-operate with the City, at the City's expense, in the execution and filing of any assignments or other documents in relation to any trade-mark, patent, copyright and/or other applications, registrations or other actions on behalf of the City.

(b) Assignment of Copyright

Consultant hereby assigns to the City all copyright and other Intellectual Property rights Consultant may have or develop in the course of or as a result of this Agreement, and will cause all Personnel to waive all moral rights they may have or develop in any copyright that forms part of the Deliverables or Services. Consultant will execute and cause each of the Personnel to execute such other documentation as the City may require to effect the foregoing, either at the end of the term of this Agreement or otherwise.

(c) Ownership of Material Provided by the City

Unless otherwise agreed in writing, all property, work in progress, designs, patterns or

blueprints and any other property provided at any time by the City to Consultant will be and remain the property of the City, will be subject to return to the City upon the City's instruction, will be used only for the purposes of this Agreement and will be held at Consultant's risk.

13. Protection of Third Party Rights

(a) Rights of Other the City Suppliers

Consultant may not make any copies of any software or any other item supplied by, or use any Confidential Information of, any third party supplier to the City without the express written permission of the City. Consultant will abide by all policies and guidelines established by the City from time to time for the protection of Intellectual Property rights and other rights of third parties.

(b) Rights of Consultant's Suppliers

Consultant will not use in the provision of Services or as part of the Deliverables any software or other item that belongs to any third party or any Confidential Information or Intellectual Property of any third party which Consultant does not have the clear right to so use.

14. Equitable Remedies

Consultant acknowledges that a breach or threatened breach of any of the provisions of this Agreement relating to confidentiality, and Intellectual Property could cause the City irreparable damage and injury that would not be compensable by monetary damages alone and, accordingly, that the City will, in addition to all other available legal or equitable remedies, be entitled to injunctive relief against such breach or threatened breach or to specific performance of this Agreement.

15. Termination

The City may terminate this Agreement with respect to all or any part of the Deliverables or Services not at that time completed and accepted by the City, for cause, in the event Consultant breaches any provision of this Agreement, by action or inaction, which breach is not rectified within 10 business days' notice of the breach from the City.

The City may terminate this Agreement without cause on 30 calendar days' written notice to Consultant. All working papers, materials, work-in-progress and data in whatever mode of storage in respect of which payment or reimbursement is made under this Agreement will pass to and vest in the City and Consultant will deliver such items to the City, upon request, and in a form acceptable to the City.

(a) Obligations on Expiry or Termination

On expiry or termination of this Agreement for any reason, Consultant will immediately return to the City, or destroy if requested by the City, all Confidential Information and all copies thereof, all Intellectual Property provided to Consultant by the City, and all property, writing, materials, designs, patterns, blue-prints, work-in-progress and data relating to this Agreement.

(b) Survival of Certain Provisions after Expiry or Termination

Notwithstanding the expiry or termination of this Agreement in whole or in part for any reason, all covenants and agreements to be performed and/or observed under this Agreement which by their nature are to survive the expiration or termination of this Agreement, including without limitation those relating to Intellectual Property,

confidentiality, termination and indemnification, will survive any such expiration or termination.

16. Indemnification

Consultant will defend, protect, indemnify, and hold harmless the City and its officers, council, members, partners, agents and employees from and against all liability, loss, damage, claim, cost and expense whatsoever, including legal fees, paid, suffered or incurred by reason of the breach or the claim of breach, by act or omission, of any or all of the terms or conditions of this Agreement or the Consultant's failure to exercise reasonable care, skill or diligence in the performance or rendering of the Services by the Consultant or its agents, officials and employees.

17. Independent Contractor

This Agreement and the relationship created between the parties hereby does not and will not, directly or indirectly, constitute Consultant or any Personnel as an employee, agent, servant, partner or joint venturer of the City. Consultant is and will at all times be an independent contractor. Consultant is prohibited from holding itself out as an agent of the City for any purpose and has no authority to bind the City in any manner, or to enter into any contractual relationships on behalf of the City, except as expressly permitted in writing by the City. Benefit plans to which City employees are entitled, such as health insurance, disability benefits, pensions and annuities, savings plans and others will not be available to Consultant or any Personnel, and the City will not be making any deductions from payments to Consultant, including without limitation those relating to income tax, Canada Pension Plan or unemployment insurance.

18. Assignment or Subcontracting

Consultant may not assign or subcontract any of its rights or obligations hereunder in whole or in part without the City's specific prior written consent. Notwithstanding any consent thereto by the City, Consultant will remain fully liable for all actions and omissions of any of its subcontractors.

19. Waiver

Failure by either party to insist upon the strict performance of any of the provisions of this Agreement or to exercise any right or remedy will not be construed as a waiver or relinquishment of such provision but the same will continue in full force. No waiver will be deemed to have been made unless expressed in writing.

20. Severability

If for any reason any term or condition of this Agreement or the application thereof to any party or circumstance is to any extent invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to parties or circumstances will not be affected thereby and will be separately valid and enforceable to the fullest extent permitted by law. The unenforceable provision(s) will be deemed to be amended to the extent needed to render them enforceable, so as best to reflect the intentions of the parties.

21. No Other Agreement

This Agreement supersedes all other agreements, understandings, or any representations made, orally or in writing, express or implied, between the parties with respect to the subject matter of this Agreement.

22. Counterparts

This Agreement may be signed in counterparts, each of which when signed and delivered will be deemed to be an original, but all such counterparts will together constitute one and the same instrument.

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

THE CORPORATION OF THE CITY OF BARRIE

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the corporation

[INSERT LEGAL NAME OF CONSULTANT]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/we have authority to bind the corporation.

SCHEDULE A**DESCRIPTION OF THE SERVICES**

The City of Barrie RFP # FIN2022-138P- Sports Tourism Study and the subsequent **Successful Proponent** proposal are attached. In the event that there is a conflict between the two documents, the City of Barrie RFP # FIN2022-138P shall take precedence unless services offer in the Consultant proposal is greater than that specified in the RFP.

REVIEW

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**SCHEDULE B
FEES**

[Successful Proponent Rates to be inserted.]

Invoices should be forwarded to the attention of:

THE CITY OF BARRIE – FINANCE DEPARTMENT Accounts Payable Section,
PO Box 400, 70 Collier St., Barrie, ON L4M 4T5

All amounts referred to in this Agreement are in Canadian funds. All invoices submitted by Consultant to the City will set forth the names, skill levels and hours of Personnel performing work, details of their activities and any other detail as may be reasonably requested by the City. In the event of termination before acceptance by the City of all Deliverables pursuant to any particular Project Plan, and unless otherwise specified, all payments to be made by the City will be adjusted and prorated to the effective date of termination

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PREVIEW

APPENDIX B – SUBMISSION FORM

(to be completed in bidding system)

1. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

2. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

3. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

4. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

5. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the box in the Bidding System is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, the proponent shall check the box and must set out the details of the actual or potential Conflict of Interest in the Bidding System where indicated.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

PREVIEW
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APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”).
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth **30** points of the total score.

Pricing will be scored based on a relative pricing formula using the Subtotal Contract Amount set out in the Schedule of Prices in the Bidding System. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

lowest price ÷ proponent's price × weighting = proponent's pricing points

3. Required Pricing Information

Proponents shall complete the Bidding System Schedule of Prices.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

1. Introduction and Background

The City's Tourism Master Plan identified the development of a Sport Tourism Strategy ("STS") as a key Strategic Direction for the development of the City of Barrie as a destination. Further, the City of Barrie Tourism Master Plan (October 2020) report (see attachment 2) identifies that sport tourism will be a primary driver of pandemic recovery for the City's tourism sector given that sport will be early to return to 'regular activity' coming out of the pandemic. The City's combination of assets and proximity to the GTA offer great promise as a sports tourism destination.

According to Sport Tourism Canada, the sports tourism market is "one of the largest growing market segments within tourism." It is also expected to recover more quickly and robustly as people embrace provincial, national, and eventually international travel for sporting events prior to business travel and perhaps even leisure travel.

In 2019, Tourism Barrie contracted Sport Tourism Canada to complete a Sport Tourism Assessment Template ("STAT") Pro Report (see attachment 1), in which the authors reported that, "Barrie boasts a strong history in several sports. This sport heritage, combined with a strong mix of sport and recreational facilities, position Barrie for future success in sport tourism.". This report will serve as a base and guide for completing the Sport Tourism Strategy.

The STS will continue the work initiated in response to the STAT Pro Report. It will look beyond the competitive bid opportunities and dive into the full suite of programming that comprises sport tourism, including meetings and pre-competition training. The City's proximity to the GTA and transportation access via major 400 series highways and GO Train, combined with its overall amenities, including Georgian College campus, provide an ideal pre-competition training location for national and international sporting events surrounding the GTA.

The STS will lay out a roadmap to success and allow the City of Barrie and Tourism Barrie to undertake immediate actions to build the sport tourism program in the City, resulting in adaptations and new tourism products created to serve this market.

The purpose of this RFP is to contract with a sport tourism expert to identify sports events, including sport business meetings and training camps for regional, provincial, national, and international events for which the City is best suited to attract based on its current and projected asset mix, including both indoor and outdoor sport amenities as well as natural assets. As a growing city, with increasing demands by residents on the current and future sport and recreation assets, identifying opportunities that capitalize on non-peak, underutilized spaces is a priority. Upon completion, the STS will allow the City and Tourism Barrie to immediately invest in and execute bid opportunities to drive pandemic recovery, increase accommodation occupancy and local spend on all ancillary uses, including fitness facilities, sport-related healthcare, food and entertainment establishments, while strategically and tactically setting the trajectory for long-term sport tourism programming in the City.

2. Expected Outcomes, Outputs and Deliverables from STS:

A complete STS will provide the City, Tourism Barrie and stakeholders with a comprehensive strategy and implementable action plan for the next five (5) years.

Among the outcomes and deliverables for this project are the following:

- a) A comprehensive five (5) year strategy, the elements of which align with recommendations in the 10 Steps Host City Findings (Scoring and Comparison) in Sport Tourism Canada's Sport Tourism Assessment Template (STAT) Pro Report prepared for Tourism Barrie (see attachment 1).
- b) Identification of strategic priorities for Sport Tourism that considers:
 - existing capacity
 - municipal priorities
 - comparative analyses
 - market research
 - assessment of all community and regional built and natural assets related to sport, tourism, and recreation
 - consultation with the City's sport tourism stakeholders
- c) Capacity assessment and assets map, based on review of sport and recreation facilities, natural assets and resources in the City of Barrie and region.
- d) Community readiness assessment and resident engagement strategy to ensure engagement, support and buy-in by residents, local businesses, and other stakeholders.
- e) Identification of ideal sports events to attract, including sport business meetings and training camps for regional, provincial, national, and international events coming to Ontario and matching the City's assets and capacity, as well as regional assets. This information should be used to identify a prioritized list of potential hosting and bid opportunities for the City.
- f) Sport events that consider a diversity of types of sport for the City (for example, cricket, ringette, cycling, pickleball, etc.) that consider the City's growth and overall diversity of population, including newcomers and post-secondary students that create an inclusive and diverse mix of product development opportunities. Demographics and immigration have changed what residents are demanding from municipalities to create in facilities and fields. This strategy will identify top emerging sports that will need to be considered for future sport tourism opportunities and resident demand.
- g) Recommended action plan to implement a lead development strategy and sport bid program, with an annual budget for each of the first three to five years of the STS. The

action plan must consider the working relationship between the City and Tourism Barrie as well as partners for regional opportunities. The plan should also identify mechanisms to assess community economic impact as well as the benefit to tourism operators (hotel, restaurant, entertainment, etc.), which go beyond using the Sport Tourism Economic Assessment Model (STEAM) or the Tourism Regional Economic Impact Model (TREIM).

- h) Recommendations for allocating part of the City's and Tourism Barrie's portions of the Municipal Accommodations Tax ("MAT") for sport tourism investments, bids, and overall sport tourism management strategy. Recommendations should include identifying and clarifying the roles of the City and Tourism Barrie as well as other potential stakeholders related to the MAT allocations.
- i) Practical tools and resources to assist the decision-making process for which sport tourism opportunities (solicited and unsolicited) to pursue and fund through the MAT allocations.
- j) Recommendations on policy and sustainable funding mechanisms to attract and host new sports events that use existing resources, sports facilities, and accommodations, identifying mid and long-term investments to appeal to national and international sporting events.
- k) Review of strategic partnerships, including an analysis of existing partnership models and combining that research with City of Barrie-specific research to identify new potential partners, locally, regionally, provincially, and nationally.
- l) Recommendations for private sector investment attraction that will add to the community's economic strength, including additional hotels, restaurants, retail, and entertainment operations.
- m) Marketing and communication planning, including recommendations for high-level messaging related to strategic priority areas for sport tourism, business attraction, an execution plan for bid submissions, and ensuring community buy-in and support for becoming a sport tourism destination.

3. Scope of Work

It is expected the successful proponent (the "Consultant") will complete the following:

a) Work with Steering Committee throughout Contract

- i. Work with a Steering Committee, created by the City and Tourism Barrie, to assist in reviewing project progress, providing feedback on status reports and informing

decision making throughout the project. This Committee may consist of internal and external stakeholders.

- ii. Prepare and submit an updated project plan upon completion of first meeting with the Steering Committee. Included in this plan should be clear timelines, roles and responsibilities and resources (non-financial) required by the Consultant. This updated project plan will form the basis for the project evaluations (interim and final) to be completed by the Steering Committee.

b) Research, Analysis & Assessment

i. Document Review

The Consultant will review existing plans, studies and other relevant documents identified by the City, to ensure that their recommendations are considered and in alignment with existing strategic plans, studies and priorities. These documents include, but are not limited to:

- Tourism Master Plan;
- City of Barrie Official Plan;
- Council's Strategic Priorities (2018-2022);
- City's Strategic Economic Objectives;
- Outdoor Recreation Facility Study (2019);
- STAT Pro Report;
- Downtown Community Master Plan;
- Recreation Master Plan;
- Recreation Growth Strategy Update;
- Outdoor Facilities Strategic Plan Anticipated report on the Sadlon Arena Upgrades;
- Additional plans completed by the top sporting organizations located in Barrie;
- Strategic/operating plans from regional tourism organizations (Regional Tourism Organization 7 (RTO7), Simcoe County, etc.); and
- Lake Simcoe Recreation Strategy and Protection Act.

ii. Asset Inventory and Map

Identify and map an inventory of all existing tourism, sport tourism and recreation assets in Barrie and, where appropriate, regionally, that overlap with sport tourism.

Milestone 1: Prepare and present a detailed report of the above inventory to the Steering Committee.

c) SWOT Analysis and Stakeholder Engagement

- i. Based on the inventory, conduct an analysis that identifies Strengths, Weaknesses, Opportunities and Threats (SWOT) as well as gaps. This analysis must consider the labour force, changing demographics of the City, community support, infrastructure, financial capacity, accessibility, bidding readiness, event planning capacity, zoning, partnerships and the interests of the community's various demographic groups.
- ii. As part of the SWOT, conduct a minimum of one (1) public information session and a public survey to engage the City's citizens on issues and opportunities related to sport tourism and gauge the public's interests and concerns.
- iii. Additionally, conduct a minimum of four (4) stakeholder engagement sessions with various community, regional, provincial, and national sport organizations, corporations, hotel and hospitality businesses, sport facilities, sponsors, and tourism organizations that currently and that could support sport event initiatives within the City. These sessions could be used for information gathering as well as feedback to validate research findings.

d) Market Research

- i. Collect information and relevant updates pertaining to sport tourism industry trends, developments, research, funding, events, and other information that will inform a long-term sport tourism strategy. Included should be a competitive analysis of budgets, bid budgets, grants/sponsorships to local sport organizations, and staffing levels of other cities in Ontario that are the City's competitors for sport tourism.
- ii. Identify and recommend ideal sports events to attract to the City of Barrie, including business meetings and camps, that align with the SWOT Analysis.
- iii. Collect and present information on *ideal* City of Barrie sports tourism visitors. This information should be based on recommended sports events to attract as well as information collected about the City's competitors. This information should include but not be limited to:
 - interests
 - demographics and psychographics
 - location origins
 - most popular modes of travel
 - accommodation expectations and travel styles

Milestone 2: Prepare and present a report to the Steering Committee on the results of the SWOT Analysis that includes public and stakeholder engagement sessions and Market Research.

e) Sustainable Funding and Use of Municipal Accommodation Tax Reserve

- i. Research community best practices in application of the MAT Reserve funding and prepare recommendations for sport tourism investments, bids and overall sport tourism management, taking into account the partnership between Tourism Barrie and the City as well as other tourism priority areas in the City of Barrie also reliant upon the MAT Reserve.
- ii. Research community best practices on policy and sustainable funding mechanisms that would align with the City's strategy for attracting and hosting sports events.
- iii. Based on best practices research from other municipalities, provide recommendations on sharing facility and field rental fees for event holders to ease the bidding process and have a consistent business planning model to assess costs of event execution to host events. These recommendations must take into account the timing and potential revenues of the events relative to current and projected revenue gains/losses associated with local programming.
- iv. Identify and recommend adapted or newly created practical tools and resources to assist with decision-making for which sport tourism opportunities to pursue.

Milestone 3: Prepare and present a report to the Steering Committee on the results of the research and policy recommendations for the Sustainable Funding and MAT Reserve Fund.

f) Preparation of Strategy Final Report and Action Plan

- i. Prepare and present a comprehensive five (5) year strategy report that includes but is not limited to all of the elements of the scope of work outlined above and that aligns with the City of Barrie's Official Plan, Tourism Master Plan and Tourism Barrie's Strategic Plan. The elements of the report must align with recommendations in the 10 Steps Host City Findings (Scoring and Comparison) in Sport Tourism Canada's Sport Tourism Assessment Template (STAT) Pro Report completed for Tourism Barrie. Elements of the strategy must include, but are not limited to, the following:
 - For decisions about the City's recommended core sports, prepare a detailed and readily available reference document that outlines the requirements for sport venues to be "event-ready".
 - An event attraction strategy linked to the STS and facility readiness.

- A sport event venue assessment that addresses the state of readiness and gap analysis for provincial, national, and international events against the technical specifications by sport.
- A high-level analysis of the capacity of local sport organizations that can play an active role in the bidding for and hosting of sport events. This sport organization inventory should consider the capacity of each organization to identify and lead bid submissions, and plan and execute the events from technical and volunteer perspectives.
- ii. Using information from the SWOT and market research, provide key message recommendations that would inform a marketing and communication plan. These recommendations should consider the needs and interests of the following:
 - Residents of the City of Barrie, for community interest and support
 - Strategic partners, current and new
 - Private sector investors with an interest in sport tourism, including hoteliers, restaurants, entertainment operators, facility owners, etc.
- iii. The final report should clearly describe the methodology involved, including how the public and stakeholders' input was obtained and analyzed.
- iv. The final report must consider and feature examples of other communities demonstrating excellent practice and how this is informing the recommendations for the STS.

g) Three (3) Year Action Plan

- i. Prepare an action plan to implement a lead development strategy and sport bid program, including a recommended annual budget, for the first three to five years of the STS, considering the MAT Reserve Fund, the partnership between the City of Barrie and Tourism Barrie as well as other local and regional stakeholders.
- ii. Recommended or created decision-making tools to aid the solicited and unsolicited decision-making process; for example, a decision-matrix that accommodates scoring of opportunities accounting for variables in the STAT Pro Report and the SWOT.
- iii. The action plan should include the following: the action to be completed, details on how to go about achieving the identified action, any phasing or timing considerations and the organization that is best suited to undertake the action. The actions must be able to be implemented over the next three (3) years.

- iv. A framework and list of resources to support successful action plan implementation with clear roles and responsibilities defined as well as a summary Gantt chart detailing the actions, milestones and timing should also be provided.
- v. Recommend a benchmarking and performance measurement process and tools that would allow the City and Tourism Barrie to assess Barrie's performance and effectiveness in the implementation of the sport tourism strategy, including, but not limited to, the community economic impact of the sport tourism strategy and relevant elements of the action plan.
- vi. The STS and action plan will need to be presented in format(s) acceptable to the City of Barrie and its stakeholders.

Milestone 4: Prepare and present the Final Report and Action Plan to the Steering Committee and key stakeholders.

4. Billing

The successful proponent shall invoice the City after each completed milestone.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFP, if any, are set out below.

1. Insurance

The successful proponent will be responsible for submitting a Certificate of Insurance that demonstrates the required insurance to the City as a Pre-Condition of Award and prior to the expiry date of any required insurance policy. Where possible, the successful proponent shall use the link to the Bidding System to upload their Certificates of Insurance.

2. Project Team Changes

Throughout the full duration of the project, the successful proponent shall not be permitted to substitute members named as the project team in the proposal. The only condition under which the City would permit the successful proponent to change project team members is if the individual named in the proposal ceases to be employed by the successful proponent or is unable to perform their job function, and in this case, the proposed substitution shall have equal or greater qualifications and/or experience as determined by the City. The successful proponent shall notify the City in writing, and the City retains the right to refuse the project team member change.

3. Accessibility for Ontarians with Disabilities Act (AODA) Compliance

All information and documents provided to the City which are to be publicly available, as determined by the City in its sole discretion, must be made accessible according to the Accessibility for Ontarians with Disabilities Act (AODA). All material must meet the Website Content Accessibility Guidelines (WCAG) 2.0 Level AA standard, with all PDF documents meeting

the PDF U/A standard. To ensure that WCAG and PDF U/A standards are met, a PAC report, Common Look report or equivalent is required to be provided for all public-facing materials.

4. Subcontractor Information

Proponents shall complete the List of Subcontractors form in the Bidding System. At minimum, proponents must provide the following information:

- Name of Subcontractor
- Work Type to be Subcontracted; and
- Approximate Value of Subcontracted Work

Any change in Subcontractors from those listed shall have equal or better qualification and/or experience as determined by the City of Barrie. The selected proponent must also have approval by the City of Barrie prior to the replacement Subcontractor starting work on the project.

Failure on the part of the proponent to declare in their submission all Subcontractors or to advise the City of a change in Subcontractor may result in disqualification in accordance with Section 3.4.3. Disqualification for Prohibited Conduct.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Proponents shall complete Appendix B Submission Form in the Bidding System.

2. Other Mandatory Submission Requirements

Not applicable.

D. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP, if any, are set out below.

Not applicable.

E. PRE-CONDITIONS OF AWARD

- **WSIB Certificate** - Upon selection and prior to award, the selected proponent must provide a current Certificate of Clearance from the Workplace Safety and Insurance Board.
- **Insurance Certificate** – Upon selection and prior to award, the selected proponent must provide a current Certificate of Insurance as per the RFQ requirements. The successful proponent shall use the link provided in the Notice of Selection to upload their Certificate of Insurance to the Bidding System.
- **AODA** - Upon selection and prior to award, the selected proponent must provide confirmation of completion of AODA training.

- **Contract** - The selected proponent will be required to execute the Agreement by way of digital signature via DocuSign as coordinated by the City.
- **Electronic Funds Transfer (EFT)** – The selected proponent will be required to submit a completed EFT Authorization Agreement Form if not already on file.
- **Costed Time Task Matrix** – Upon selection and prior to award, the selected proponent will be required to provide the City with a costed Time Task Matrix that arrives at the Lump Sum price in the pricing table.

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Sub-Weightings	Minimum Threshold
a) Company Overview	5		N/A
b) Proponent's Ability and Experience	15		N/A
- Project A		5	N/A
- Project B		5	N/A
- Project C		5	N/A
c) Project Team Qualifications and Experience	15		N/A
d) Un-costed Time Task Matrix / Project Schedule (un-costed)	10		N/A
e) Project Understanding & Approach	25		N/A
Technical Criteria Total	70		42 (60%)
Pricing (See Appendix C for details)	30		N/A
Total Points	100		N/A

Evaluation Rating Scale

Score	Rating	Rating Definition
0-1	Unsatisfactory	No or unacceptable response
2-3	Poor	Response is minimal
4-5	Weak	Response partially meets requirements
6-7	Good	Meets minimum requirements
8-9	Very Good	Exceeds minimum requirements
10	Excellent	Exceeds minimum requirements in multiple areas

Proponents shall upload their submission to address the Rated Criteria as detailed below in the Bidding System Documents section in the specifically labeled file upload section.

The following definitions apply for the purposes of evaluation:

Relevant Experience shall be defined as experience and expertise in the development and successful completion of a sport tourism strategy that has a similar scope as described in Appendix D of this RFP.

Preferred Relevant Experience shall be defined as the development of a sport tourism strategy for a Canadian municipality that is 150,000 or greater (population approximately 150,000 and growing to 250,000 by 2041) to the City of Barrie.

a) Company Overview (5 Points)

Proponents should upload their Company Overview submission in the “**Company Overview**” upload section in the Bidding System.

Proponents should submit a brief company overview as part of their proposal. To be evaluated fully as a viable and sound company to undertake the City’s project, proponents should include the following information:

- Clearly identify and describe the company submitting the proposal including how long the company has been in business.
- An overview of the company’s expertise (for example, in-house resources and experience) related to the development of sport tourism strategies, preferably for Canadian municipalities, and its technical ability as it relates to the Deliverables.
- Identify any other companies that may be involved (sub-contracted) on the proponent’s behalf and their legal/contractual relationship with the proponent along with the expertise and respective projected percentage of their involvement.

To meet the minimum requirements of this category, submissions should demonstrate that the proponent:

- Has been in business for a minimum of five (5) years.
- Is a viable company to successfully perform the Deliverables as demonstrate by their expertise, technical abilities, and resources.

Proposals will be evaluated based upon the extent to which the submission includes the requested information and demonstrates the requirements listed above.

Preference will be given to proposals that identify any other relevant accomplishments, experience, company procedures, or other capabilities that demonstrate the proponent’s ability to perform this project and companies who have more than five (5) years of experience.

b) Proponent’s Ability and Experience (15 Points – 5 points for each project)

Proponents should complete the “**Proponent’s Ability and Experience Form**” found in the Bidding System to provide the following information.

Proponents should include three (3) previous projects completed within the last five (5) years that outline Relevant Experience for projects of similar cost and scope as the proposed work.

To be evaluated fully as a viable and sound proponent to undertake the Deliverables, the proponent should demonstrate that they have Relevant Experience. Proponents should also demonstrate that members of the proposed project team have worked on the projects submitted.

Preference will be given to submissions that demonstrate:

- Experience with projects that include the use of the Sport Tourism Canada STAT Pro model.
- Experience with project that demonstrate Preferred Relevant Experience.

Proposals will be evaluated based upon the extent to which the similar projects comply with the requirements above.

c) Project Team Qualifications and Experience (15 Points)

Proponents should upload their Project Team submission in the “**Project Team**” upload section in the Bidding System.

Proponents should provide the following information for the Project Team (note: Project Team may include sub-consultants) who will be assigned to this project:

- A list of the proposed project team members that would be directly involved in the project.
- CV’s for the project team members that outlines their experience, credentials, and notable achievements related to this project and their role for this project (CV should be a maximum of 2 pages for each individual).
- A list of the tasks and responsibilities each project team member has on the project.

To meet the minimum requirements of this category, the submission for the Project Team should demonstrate the following:

- The proposed project team members have Relevant Experience, expertise and qualifications required of their role for this project.
- The proponent has the appropriate resources to undertake the deliverables within the stated timelines and the proposal clearly identifies responsibilities, decision makers, supervisors, approvers, who is managing the Deliverables.
- The proposed project team members who are assigned senior level roles with decision maker, approver, and supervisor duties have at least five (5) years of experience.

Proposals will be evaluated based upon the extent to which the submission demonstrates that the Project Team members are qualified and experienced as defined above to successfully perform the Deliverables and have the capacity to achieve successful project completion within the timelines provided.

Preference will be given to proposed project team members that demonstrate experience with the following:

- Experience with Preferred Relevant Experience
- Experience working with the Sport Tourism Canada STAT Pro model

d) Un-costed Time Task Matrix / Project Schedule (10 Points)

Proponents shall upload their submission information under the document upload labeled “**Un-costed Time Task Matrix / Project Schedule**”.

Proponents should provide an un-costed time task matrix / project schedule (e.g., Microsoft Project, GANTT, or similar format) that included scheduled activities for each milestone stated in the RFP, estimated timelines for each activity, and activity dependencies. The un-costed time task matrix / project schedule should identify the tasks that each proposed project team member is responsible for and include City staff resource expectations.

Proposals will be evaluated based upon the extent to which the un-costed time task matrix / project schedule confirms the requirements above, including all tasks, and demonstrates an understanding of the project and resource allocations to achieve a successful project based on the scope of work.

e) Project Understanding & Approach (25 Points)

Proponents should upload their Project Understanding & Approach submission in the “**Project Understanding & Approach**” upload section in the Bidding System.

Proponents should provide a detailed narrative of how they will approach the work and what methodology they will use to address the work and meet all of the outcomes as outlined in Appendix D, section A. The Deliverables.

The submission should include:

- a) An outline of the proponent’s methodology to meet the requirements, objectives, and Deliverables of the work.
- b) A list of activities that will be undertaken to successfully complete the project and ensure proper decision making and communication with the City, project stakeholders and proposed project team, including the number of meetings/focus sessions included with each activity.

To meet the minimum requirements for this category, proponents should demonstrate:

- High degree of understanding of the Deliverables, regulations, specific issues and risks, analysis, and overall requirements to ensure successful completion of the project.

- An approach statement to creating a sport tourism strategy which demonstrates a high degree of understanding of the importance of sport tourism to the local economy.
- A clear, reasonable, appropriate and achievable approach to the project addressing all components and requirements.

Submissions will be evaluated based upon the extent to which the proponent demonstrates the requirements above.

Preference will be given to submissions that demonstrate the following:

- Not only describe the process approach/methodology but also provide examples of where the proponents have successfully used the proposed approach/methodology in past projects.
- The submission identifies key lessons learned when using this approach in the past.
- A strategy that includes creative solutions to incorporate a sustainable tourism framework.

G. PREVIEW OF ON-LINE BIDDING SYSTEM SCHEDULES

Below is a **preview only** of certain schedules (collectively, “**Schedules**”) that will need to be **completed online only** through the Bidding System by the proponent as part of their proposal submission.

The proponent acknowledges that the preview below is provided as a courtesy only (to assist the proponent in determining the size and scope of the project, etc.) and shall not be relied upon in any way.

Please note that the Schedules shown below are **subject to change/addition/deletion by addendum(s)** issued by the City. Following the issuance of each addendum, such changes may be reflected in the electronic Schedules to be completed, but will not be reflected in this document. It is the proponent’s responsibility to review all addendums and ensure that their proposal is submitted based on the current requirements.

For greater certainty, the proponent shall submit their proposal by completing all Schedules and fields in the online Bidding System. Any proposal submitted on the basis of the preview Schedules below may in the City’s sole discretion, be disqualified and rejected on the basis of being incomplete.

FIN2022-138P - Sports Tourism Strategy

Opening Date: July 25, 2022 9:00 PM

Closing Date: August 24, 2022 2:00 PM

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

Schedule of Prices

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the City of Barrie (unless otherwise specified in the Pricing Form).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Pricing Form

1. Instructions on How to Provide Pricing

(a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.

(b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all licensing/registration costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

lowest price ÷ proponent's price x weighting = proponent's pricing points

Line Item	Description	Est. Quantity	Unit of Measure	Unit Price *	Total
1	Lump Sum Price to complete Milestone 1, as specified in the RFP documents.	1	Lump Sum		
2	Lump Sum Price to complete Milestone 2, as specified in the RFP documents.	1	Lump Sum		
3	Lump Sum Price to complete Milestone 3, as specified in the RFP documents.	1	Lump Sum		
4	Lump Sum Price to complete Milestone 4, as specified in the RFP documents.	1	Lump Sum		
5	Price for additional public and/or stakeholder sessions (assume 2-hour session and including all pre and post preparations).	1	per session		
Subtotal:					

Hourly Rates

Provide hourly rates for all key personnel for the purpose of verification of the costed time task matrix and for any additional work that may be assigned under the Contact. No payment will be made for additional work completed without the prior written approval of the City.

Note: Proponents are advised that hourly rates listed below will not form part of the financial evaluation scoring

Line Item	Team Member (Name and Title) *	Hourly Rate *
1		

Summary Table

Bid Form	Amount
Pricing Form	
Subtotal Contract Amount:	

Specifications

Specifications are defined in the Bid document.

Proponent Information

Description	Proponent's Response	
Contact Name:		*
Contact Title:		*
Contact Phone:		*
Contact Fax:		
Contact Email:		*
HST Registration Number:		
Business Identification Number (BIN):		
Legal Company Name:		*
Name(s), Title(s) and email address(s) of the person(s) that have the authority to bind the organization for execution of the contract, if awarded:		*

All references stated shall be for the same or similar scope as the one described in this Bid.

Proponent's Ability and Experience Form

The following definitions apply for the purposes of evaluation:

Relevant Experience shall be defined as experience and expertise in the development and successful completion of a sport tourism strategy that has a similar scope as described in Appendix D of this RFP.

Preferred Relevant Experience shall be defined as the development of a sport tourism strategy for a Canadian municipality that is of a similar size (population approximately 150,000 and growing to 250,000 by 2041) to the City of Barrie.

Proponents should include three (3) previous projects completed within the last five (5) years that outline Relevant Experience for projects of similar cost and scope as the proposed work.

To be evaluated fully as a viable and sound proponent to undertake the Deliverables, the proponent should demonstrate that they have Relevant Experience. Proponents should also demonstrate that members of the proposed project team have worked on the projects submitted.

Preference will be given to submissions that demonstrate:

- Experience with projects that include the use of the Sport Tourism Canada STAT Pro model.
- Experience with project that demonstrate Preferred Relevant Experience.

Description	Reference A *	Reference B *	Reference C *	Reference D
Project Commencement Date (MM/YY):				
Project Completion Date (MM/YY):				
Project Value (\$):				
Project Owner:				
Population size of the location the Sports Tourism Strategy was developed for:				
Detailed Description of the Work and services provided:				
Name any Proposed Project Team Members that were involved on this project, including any sub-consultants:				
Did this project include the use of the Sport Tourism Canada STAT Pro model (Yes or No)?				

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall NOT indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

List of Subcontractors

Bidders/Respondents/Proponents shall complete the List of Subcontractors table below. At minimum, bidders/respondents/proponents must provide the following information:

- Name of Subcontractor
- Work Type to be Subcontracted; and
- Approximate Value of Subcontracted Work

Any change in Subcontractors from those listed below shall have equal or better qualification and/or experience as determined by the City of Barrie. The bidder/respondent/proponent must also have approval by the City of Barrie prior to the replacement Subcontractor starting work on the project.

Failure on the part of the bidder/respondent/proponent to declare in the table below all Subcontractors or to advise the City of a change in Subcontractor may result in disqualification in accordance with Section 3.4.3. Disqualification for Prohibited Conduct.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Name of Subcontractor	Work Type to be Subcontracted	Approximate Value of Sublet Work if available
1			
2			
3			
4			
5			

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Company Overview * (mandatory)
- Project Team * (mandatory)
- Un-costed Time Task Matrix / Project Schedule * (mandatory)
- Project Understanding & Approach * (mandatory)

Appendix B Submission Form

1. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

2. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

3. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

4. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

5. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder/proponent/respondent must declare all potential Conflicts of Interest, as defined in the solicitation document. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid/proposal/response; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the bidder/proponent/respondent clicks "No", the bidder/proponent/respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Do you have any actual or potential Conflict of Interest to declare?

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name

I have reviewed the
below addendum and
attachments (if
applicable)

Pages

There have not been any addenda issued for this bid.

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE