



A Natural Attraction

REQUEST FOR PROPOSAL
PL 20-03 TOURISM DEVELOPMENT STRATEGY

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PL 20-03



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CONSULTING SERVICES
TOURISM DEVELOPMENT
STRATEGY

DATE OF ISSUE:

October 22, 2020

BID CLOSING: online

November 06 , 2020

@ 2:00:00 p.m., local time.

Late Submissions Will Be Rejected



PROJECT SPECIFIC QUESTIONS:

<http://quintewest.bidsandtenders.ca>

TECHNICAL WEBSITE SUPPORT:

support@bidsandtenders.ca



A Natural Attraction

1. INTRODUCTION/PROJECT OVERVIEW

- 1.1 The City of Quinte West is situated on the shores of the beautiful Bay of Quinte serving as the gateway to the world famous Trent-Severn Waterway. We are located approximately 1.5 hours east of Toronto along the Highway 401 corridor and 2.5 hours south west of Ottawa. Over 43,000 people make Quinte West their home, enjoying both urban and rural landscapes that encompass the area. The exquisite natural features of our City are complimented by a strong, vibrant and diverse economic base while also serving as home to Canada's largest military air force base, 8 Wing/CFB Trenton.
- 1.2 Proposals are now being accepted from qualified consultants/firms to assist with the development of an action oriented and innovative Corporate Tourism Development Strategy for the City of Quinte West. The Tourism Development Strategy will provide a vision for the delivery of tourism services in Quinte West and identify the core tourism areas for development for Council's consideration. It will guide tourism activities and investment for the Municipality and include the steps required to achieve the identified goals going forward.
- 1.3 The successful Proponent will perform a review of past and current tourism priorities, activities and partnerships and will identify specific actions to be taken and outcomes expected. It will include input and commitment from stakeholders and partners in order to operate proactively with a clear set of objectives in building and supporting a strong local tourism sector. The strategy will include a comprehensive view to modifications, enhancements and new initiatives around product development with an objective of creating long-term tourism growth, while also identifying short term initiatives to achieve this goal.
- 1.4 This is a Request for Proposal and the lowest tendered amount will not necessarily be awarded. All submissions will be scored and ranked in accordance with the predetermined scoring criteria herein, and providing the project moves forward, the highest ranked proponent will be selected to work with the city. It is the city's intention to enter into an agreement with only one (1) legal entity.



2. BACKGROUND

- 2.1 Quinte West is part of regional tourism initiatives through the Bay of Quinte Regional Marketing Board. The municipality's strength lies in its waterfront parks and unique trails. As well, it offers a robust special events schedule. It boasts an excellent fishery and a municipally owned marina that has garnered an excellent reputation from the boating community and is enjoyed extensively by our general public. The City of Quinte West drives the local economy with its commitment to supporting entrepreneurs, manufacturing, retail outlets, commercial businesses and continued growth in the hospitality and tourism sector.
- 2.2 The Economic Development & Tourism Division is part of the Planning & Development Department and the team is led by the Manager of Economic Development & Tourism. It is comprised of an Economic Development Coordinator, Senior Tourism and Special Events Officer, two Special Event Coordinators and an Administrative Assistant.

3. STRATEGIC PLANNING

In February, 2020 a Strategic Plan was approved for the City and is the driving force for this initiative. The plan was developed through a comprehensive consultation process with staff and Council and incorporates input from residents, businesses and other members of the community.

Vision

"A healthy, vibrant community where generations grow and prosper"

Mission

"To provide excellent municipal services and leadership as we work together to make Quinte West a great place to live, work and play."

Council identified the pillars below as key areas of interest and responsibility as it relates to Tourism.

- Healthy, Vibrant Community - Create and maintain master plans to ensure a vibrant and healthy community in the areas of Parks and Recreation and Culture and Tourism. Organize a variety of events that appeal to both residents and visitors. Develop assets and support cultural initiatives and events. Maintain and further develop the City's waterfront and trail system and encourage usage of them.
- Infrastructure - ensuring active transportation is incorporated into the City's transportation plans and investments

- Economic Prosperity - support economic growth in Quinte West's agriculture, commercial, industrial and tourism sectors; support business growth and attract new business in key sectors; foster regional prosperity through partnerships that encourage economic development and tourism. Work regionally to leverage opportunities for growth in the tourism sector.

4. OBJECTIVES

4.1 The City's Economic Development & Tourism Advisory Committee has identified that development of a Tourism Development Strategy will help to accomplish the following:

- Achieve the broad goals identified for tourism in the City's recently approved Strategic Plan
- Balance potential tourism products with supportive infrastructure
- Respond to the shifting climate and trends, in particular resulting from the COVID-19 pandemic
- Guide decisions regarding tourism growth and investment over the next five years
- Guide the future potential use of the City's MAT funding

4.2 With an experienced consultant who has demonstrated expertise in strategic planning and a strong understanding of tourism, the City is looking to develop a Tourism Development Strategy that will enhance the municipality's position as a preferred tourism destination by helping to identify the following:

- Target markets (both geographic and segment);
- Priority of existing tourism assets to promote and identify new opportunities for growth and what will drive overnight stays within the city;
- How to best market our current brand "*A Natural Attraction*";
- As MAT funds become available, identify the key priorities in investment/development considering our current assets and position in the marketplace;
- Identify ways to increase shoulder season/year round tourism; and
- Identify key performance indicators to measure success



5. **SCOPE OF WORK**

In order to meet the above objectives, the work will include, but not be limited to the following;

- The Consultant is expected to work collaboratively with the staff of the Economic Development & Tourism Department and engage various Quinte West stakeholders throughout the process.
- The successful consultant will be provided with a list of previous strategies and resources for review.
- The project will consist of a Research, Consulting and Reporting Phase
- Project updates and regular consultation via email and other means of communication will be expected to foster ongoing dialogue and provide feedback.

6. **DELIVERABLES**

The project deliverables defined below are the minimum requirements for the execution of the Tourism Development Strategy. Should proponents feel that it is desirable to produce additional deliverables; these should be described explicitly in the proposal.

a) A clear 5-year strategic direction and related-action items.

- Work Plan

The City requests proponent's to submit an innovative work plan and timeline as part of their response package. The following benchmarks should be included:

- Commence Project
- Review Background Research
- Stakeholder Consultation
- Present Strategic Priorities to the Economic Development & Tourism Advisory Committee
- Prepare Implementation Plan and review with Staff
- Present Plan to Economic Development & Tourism Advisory Committee for Approval
- Adoption by Council

The successful respondent will have provided with their submission, a detailed methodology/description of the steps to be followed in order to successfully meet the study requirements/objectives.

- Anticipated Meetings

The successful Proponent will be responsible for attending the following meetings and must include the cost of same in their pricing. Other meetings may be required to successfully execute the works. While in a pandemic state, virtual meetings are acceptable where the objectives allow.

- An initial kick off meeting
- An in person familiarization tour of the Municipality would be a key requirement.
- Presentation of the work plan to the appropriate City staff.
- Individual meetings or focus groups as required with key stakeholders and tourism organizations.
- A review of the presentation by City Staff
- A presentation to the Economic Development and Tourism Advisory Committee

- Progress Reports

The Consultant will submit regular progress reports to the Manager of Economic Development & Tourism Services/Senior Tourism Officer. These written reports will highlight activities undertaken, results achieved and identify any unexpected delays that arise as the project progresses.

- Submission of Final Report/Plan

The Consultant will submit three (3) bound copies of the Final Report, and an electronic PDF file on a memory stick of the final Tourism Development Strategy approved by Council. The final product should include appropriate graphics and photos and should be in a format suitable for reproduction.

Accessible Documents/Communication

Studies, Reports and/or Plans that result from this project must be created and provided to the City in an accessible format. Documents created, adapted or otherwise presented on behalf of the City or to City employees will be made available in accessible formats as required in the AODA and O.Reg. 191/11, for the lifespan of the document.

Unless determined by the City to not be practicable, contractor's/service providers shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Regulation) produced pursuant to a Contract shall be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and shall be provided in accessible Word, Excel, PowerPoint, PDF etc.



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- Remuneration and Agreement

The successful Proponent's remuneration will be based on a **Guaranteed Upset Limit** which will be inclusive of all expenses and disbursements incurred. Travel, meal and accommodation expenses shall be included in the price quoted and shall not be billed separately. Applicable taxes are to be shown separately. Financial information is to be submitted in a separate e-file clearly marked "FINANCIAL". Financial information will be considered only for those proponents scoring 65% or higher on the Rated Criteria.

Prices quoted are to be in Canadian Funds are to remain firm for the duration of the contract. Any applicable taxes are to be shown as a separate line item.

Prices submitted are to remain firm for acceptance for a period of 60 (sixty) days from date of RFP closing.

The Consultant will not undertake any work that is beyond the terms of reference for the Project as stated in the Proposal, without the written authorization of the City. In particular, the fixed fee will be the total cost of the work will not be exceeded without the City's written approval.

The Proponent may not change principal staff members assigned to this project without prior written consent of the City.

Completion and acceptance of the Tourism Development Strategy shall be on or before March 31, 2021.

Once payment has been made, ownership of the concepts and designs will transfer to the City of Quinte West to work with and incorporate in future projects as they see fit.

7. **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

The successful bidder shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of the following within ten days of notification of intent to accept.

Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) dollars for any negligent acts or omissions by the bidder relating to its obligations under this Agreement. Such insurance shall include, but is not limited to Bodily Injury and Property Damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile liability, broad form property damage, owners and contractors' protective, products and



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completed operations, employees as additional Insured, occurrence property damage, contingent employers liability, cross liability and severability of interest clauses;

The successful applicant shall agree to all times indemnify and save harmless the City and its respective councilors, officers, employees, agents, contractors and other users from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Successful Applicant, the Successful Applicant's permitted connection with the submission or the Contract.

Additional Insured Such insurance shall add the Corporation of the City of Quinte West as an additional insured but only with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

Automobile liability insurance with respect to owned or leased vehicles (in excess of 30 days) used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than \$500,000 on a claims made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Cancellation, Lapse, Material Change The policies shown above will not be cancelled, permitted to lapse or materially changed unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation, expiry or change. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

The Supplier must obtain, maintain and pay for any additional insurance which the Supplier is required by law to carry, is required by the City to carry or which the Supplier considers necessary to cover risks not otherwise covered by insurance specified in this Agreement in the Supplier's sole discretion.

8. WORKPLACE SAFETY AND INSURANCE BOARD

The successful Contractor will be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board and further agrees to maintain that good standing throughout the contract period. The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act and upon failure to do so, the City may pay such assessment or compensation to the Workplace Safety and Insurance Board, and the Contractor shall forthwith reimburse the City. The City may at its option deduct such expenses from any monies owed to the Contractor.

If the successful Contractor is an Independent Operator they must provide documentation to that effect as issued by the Workplace Safety and Insurance Board.

9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

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

- Contracts for the acquisition of goods and services shall include the following elements:
- That the Vendor shall comply with the Accessibility Standards for Customer Service, O. Reg. 429/7 (appendix A) ("Regulation"), under The Accessibility of Ontarians with Disabilities Act, 2005 (AODA)
- That the Vendor shall ensure that its employees are trained on providing accessible customer services. Any training or training resources must conform to the legislated requirements under the Act; and
- That the Vendor shall maintain records of the training, including dates when training was provided, the number of employees who received the training and individual training records. Where requested by the City, the person, business or organization shall provide written proof, as well as any documentation regarding training policies, practices and procedures to the City.

10. SUBMISSION FORMAT AND CONTENT

Proposals must be submitted in the following format using the numbering sequence outlined below. This is the minimum information to be provided and will be used in the evaluation process.

A. Cover Letter

- A cover letter signed by an authorized representative of the company or Proponent shall be provided which outlines the intent of the response and states that the information contained in the Proposal accurately describes the services to be provided.

B. Table of Contents

- The table of contents should include headings and sections following this numbering format and should include page numbers.

C. Company Profile

- Provide a description of the Proponent's company or business, purpose, history and successes, including the number of years in business and major project successes.

D. Key Personnel

- Identify key personnel and any Sub-Consultants that would be employed on the Project and provide summary information of their relevant experience, education and successes, and outline what their roles will be in servicing this Project. Experience of the consultant and the proposed project team members with projects of similar size and complexity. Appropriate expertise should be provided by the project team members in their proposed respective roles.

E. Understanding of the Objectives of the Project

- Provide information that reflects how your Proposal will address the objectives.

F. Proposed Methodology

The proponent shall provide all project management related information including the following details:

- (a) Describe the proponent's approach to project management, providing sample project plans.

- (b) List of all anticipated implementation phases, including but not limited to business process analysis and mapping, software installation and configuration, data conversion, customizations if required, testing, and training.
- (c) Outline critical milestones with recommended dates.
- (d) Define the proposed project team composition including number of proponents and City staff required.
- (e) Outline time commitment required from City staff.
- (f) Provide an assessment of important assumptions, constraints and risk factors that may influence the proponent's ability to accomplish the completion of the project within the expected timelines and budget. The proposal shall indicate related risk management plans.

G. Experience and Qualifications

To be given full consideration in the evaluation process, each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of its knowledge, skills and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.
- (d) a list of similar projects undertaken by the proponent, the date when the work was completed and the associated key team members who undertook the work. Highlight, in particular, municipal government projects.
- (e) three (3) references from clients who have obtained similar services from the proponent, where recent projects of relevancy are in progress or have been completed within the past five years, including names, dates worked and contact numbers and email



addresses who can certify the proponent's ability to perform work of similar scope/magnitude.

H. Value Added Services

The Proponent has the opportunity to propose value added services or products and detail as to what the Proponent is prepared to supply as part of the Contract. Unless otherwise stated, it is understood that there are no extra costs for these services. If there are any additional costs pertaining to additional services or products, a summary and explanation of those costs should be included with the Pricing Form.

I. Financial Information – to be submitted in a separate e-file clearly marked as "Financial"

11. EVALUATION AND SELECTION CRITERIA

Proposals received by the specified date and time will be reviewed and evaluated according to the following criteria. Evaluators will review all Proposals received and score the Proposals using a consensus approach.

Proposals must achieve an overall threshold score of 65% on rated criteria to receive consideration of financial and interview stages. **Financial information is to be submitted in a separate e-file with the technical proposal.**

The evaluation committee **may** short list Proponents for interviews. Should the committee determine that interviews are necessary; the City's Mgr. of Purchasing will coordinate scheduling.

The lowest bid will not necessarily be awarded. Scoring of proposals will be done in compliance to criteria established. The proponent who has submitted a fully responsive, compliant document and whose score is highest, will be awarded the contract providing the project moves forward.

Evaluation Criteria

Rated Criteria	POINTS
Corporate capabilities and a description of the Proponent firm. Provide an indication of experience including a synopsis of at least three (3) similar projects with contact information for the organizations.	15
Project team. Describe the key proposed Project personnel, their expertise in similar projects and proposed responsibilities, including the expertise and responsibilities of any sub-consultants.	15
Understanding of Project objectives. Proposals should demonstrate a thorough understanding of the Project objectives including anticipated difficulties and how they may be overcome.	20
Methodology - A creative and innovative work program will demonstrate the various ways that the Proponent proposes to complete the Project. Demonstrated ability to commit to the Project schedule, generate scheduling efficiencies and deliver professionally organized data and results appropriately will be a key consideration.	20
Non-Rated Criteria	
References	Pass/Fail
Financial	25
Interviews if Required	5
TOTAL	100

PART 2 – GENERAL CONDITIONS

DEFINITIONS

Change Order – A written amendment to the Contract prepared by the Consultant/Owner and signed by the Owner and the Contractor stating their agreement upon a change in the Work, the method of adjustment or the amount of the adjustment in the Contract Price if any and the extend of the adjustment in the Contract Time if any.

Change Directive: Where there is no financial implication, means any written instruction signed by the Owner, or by the Contract Administrator where so authorized, directing that a Change in the Work or Extra Work be performed.

City/Municipality – City of Quinte West

Construction – Includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project.

Constructor – A person who undertakes a project for an Owner and includes an Owner who undertakes all or part of the project by himself or by more than one employer.

Consultant – A person or entity engaged by the Owner and identified as such in the Agreement. The Consultant is the Architect, the Engineer or entity licensed to practice in the province of the Place of the Work. The term Consultant means the Consultant or the Consultant's authorized representative.

Contract – The undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

Contractor – The person or entity identified as such in the Agreement. The term Contractor means the Contractor or the Contractor's authorized representative as designated to the Owner in writing.

Employer – A person who employs one or more workers or contracts for the services of one or more workers and includes a Contractor or Subcontractor



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who undertakes with an Owner, Constructor, Contractor, or Subcontractor to perform work or supply services.

Must, Mandatory or Required – Identifies a requirement that shall be met in order to receive consideration. Failure to comply will result in rejection of the submission.

Owner – The person or entity identified as such in the Agreement. The term Owner means the Owner or the Owner's authorized agent or representative as designated to the Contractor in writing, but does not include the Consultant.

Proper Invoice – A proper invoice will require the following components:

- Name and address of contractor
- Invoice date
- Contract No. or other authorization for materials delivered and/or services performed
- Shipping and payment terms
- Name, title, telephone# and complete mailing address of the responsible person to whom payment is to be sent
- Any other substantiating documentation/information required by the contract (statutory declaration, WSIB clearance certificate, etc.)

Place of Work – The designated site or location of the Work identified in the Contract Documents.

Project – The total construction contemplated of which the Work may be the whole or a part.

Should or Desirable – Identifies a requirement having a significant degree of importance to the objectives of the RFT.

Specifications – That portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, quality, and the services necessary for the performance of the Work.

Subcontractor – A person or entity having a direct contract with the Contractor to perform a part or parts of the Work at the Place of the Work.

Supplier – A person or entity having a direct contract with the Contractor to supply Products.



Volunteer – A person who performs a job or provides a service and who receives no pay for that job or service.

Private Work – Any works within the vicinity of the Place of Work but outside of the Scope of Project or not otherwise directed by the City.

GC 1 – CLARIFICATION

All information, instructions, terms, conditions, provisions and specified requirements of the RFP are deemed to be accepted by the Contractor and incorporated in their proposal submission.

GC 2 – COST OF PARTICIPATION

The City assumes no responsibility or liability for any cost incurred by the respondent in the preparation or submission of a bid, site inspections, demonstrations, or any other services that may be requested as part of the evaluation process.

GC 3 - COLLUSION

The bidder declares that this quotation is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a quotation for the same goods and services, and is in all respects fair and without collusion or fraud.

GC 4 - DELAYS OR CANCELLATION

The Corporation of the City of Quinte West shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the City of Quinte West of any proposal submission or by reason of any delay in the acceptance of an RFP save as provided in the Contract.

GC 5 - QUESTIONS AND ANSWERS / ADDENDA

- i. It is the respondent's responsibility to clarify interpretation of any item on the specifications and/or other proposal documents prior to closing. No verbal interpretation will be effective to modify any component of the proposal or any contract. *Please note that no questions or contact are to be directed to anyone other than as shown below. Any attempt on the part of any Contractor or any of its employees, agents, contractors or representatives to contact any other Contractor or any employee, agent or representative thereof other than shown below, with respect to this bid solicitation or the preparation or*

presentation of their respective submission, will be grounds for disqualification.

- ii. **Questions related to this bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific bid opportunity.**
- iii. Any inquiry or clarification which results in a modification to the proposal will be issued as an addendum. Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment. It is the responsibility of the Bidder to have received all Addenda that are issued, Bidders should check online at quintewest.bidsandtenders.ca prior to submitting their bid and up until bid closing time and date in the event additional addenda are issued. If a Bidder submits their bid prior to the Bid closing time and date and an addenda have been issued, the Bidding System shall WITHDRAW the Bid submission and the bid status will change to an INCOMPLETE STATUS and Withdraw the Bid. The Bidder can view this status change in the “MY BIDS” section of the Bidding System. The Bidder is solely responsible to :
 - a. Make any required adjustments to their Bid;
 - b. Acknowledge the addenda; and
 - c. Ensure the re-submitted bid is received by the Bidding System no later than the stated bid closing time and date.
- iv. The submission of a proposal shall be deemed proof that the bidder has satisfied himself as to all the provisions of the RFP, all conditions which may be encountered, what goods and services he will be required to supply, or any other matter which may enter into the carrying out of supply of goods and services referred to in the RFP, and no claims will be entertained by the City based on the assertion by the bidder that he was uninformed as to any of the requirements of the proposal call.
- v. Should a bidder discover any errors or omissions in the proposal document, they shall notify the Owner prior to the closing date and time so that clarification can be made to all bidders.



GC 6 - THE OCCUPATIONAL HEALTH AND SAFETY ACT

The successful Contractor shall conduct the work in accordance with the most recent edition of the Occupational Health and Safety Act of Ontario and all applicable Regulations, Codes, Standards and Guidelines.

GC 7 - ADVERTISING

No advertising or other rights will form part of this contract.

GC 8 - LAWS AND REGULATIONS

The Contractors are assumed to have made themselves familiar with and will abide by all Federal, Provincial, Municipal and Local Laws, rules and regulations which in any way affect the work including the Development Charges Act, 1997, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Contractor shall discover any provisions in the drawings, specifications or contract that are contrary to or inconsistent with any law, rule or regulation, they shall at once report it to the City's Representative, in writing.

GC 9 - SUB-CONTRACTING

The selected respondent, who has signed a contract with the City, shall be considered to be the prime contractor and shall keep the operation totally under their control and shall not assign, transfer or sub-contract any portion without the written approval of the City. The consent of the City for such assignment or sub-contracting shall not relieve the prime contractor from completion of the project in accordance with the terms of the contract. Where a respondent submits a joint proposal or proposes a partnership arrangement, the respondent must assume the lead or prime contractor position. As such, the respondent will have the overall responsibility for completing the project as proposed.

GC 10 - SUBMITTING A RESPONSE

- 10.0 ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.
- 10.2 Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed. Etc.
- 10.3 For the above reasons, it is recommended that sufficient time to complete your Bid Submission and to resolve any issues that may



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arise. The closing time and date shall be determined by the Bidding System's web clock.

- 10.4 Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca
- 10.5 Late Bids are not permitted by the Bidding System.
- 10.6 To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity.

GC 11 – EDIT/WITHDRAWAL PROCEDURE

- 11.1 Bidders may edit or withdraw their Bid Submission prior to the closing time and date only, however, the Bidder is solely responsible to ensure that if they wish to submit a tender, the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

GC 12- INFORMAL OR UNBALANCED PROPOSALS

- i. Initially all responses will be checked by the Manager of Purchasing/Risk Services or their designate to ensure that the standard mandatory criteria have been met. Non-compliance with any of the following **WILL** result in rejection of the bid.
 - a) bid form must be signed as necessary;
 - b) the correct bid form, if provided, must be used;
 - c) the bid deposit, if required, is included with submission;
 - d) surety consent is included if called for;
 - e) RFPs must be legible, written in ink or typewritten. Submissions written in pencil will be rejected. The authorized officer signing the RFP must initial erasures, corrections or strikeouts.
 - f) the bid is free of restrictions or alterations
- ii. Proposals that contain prices which appear to be as unbalanced as likely to affect adversely the interests of the City may be rejected.



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- iii. Whenever a proposal in the amount proposed for an item does not agree with the extension of the estimated quantity and the proposed unit price, the unit price shall govern and the amount shall be corrected accordingly.

If there is an error or incomplete material on any other portion of the bid, then the decision as to whether or not to accept or reject the submission shall be at the discretion of the Dept. Head or their designate and the Manager of Purchasing/Risk Management. That decision will be based upon the following considerations:

- a) Is the intention of the bidder clear?
- b) Has the bidder made a conscientious attempt to comply with the bid requirements?
- c) Is it fair to all bidders to accept the RFP or has the bidder gained an unfair advantage?

GC 13 - UNIT PRICING

If the amount bid for a unit price item does not agree with the extension of the estimated quantity and the bid unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.

If both unit price and total price are left blank, then both shall be considered as zero.

GC 14 - PROPOSAL ACCEPTANCE PERIOD

It is understood that, in submitting a proposal, each Contractor agrees that their proposal may be subject to acceptance up to sixty (60) working days after closing date for proposals.

GC 15 - NO ACCEPTABLE BID OR EQUAL BIDS RECEIVED

- i. Where bids are received in response to a bid solicitation but exceed budget; are not responsive to the requirement; or do not represent fair market value; a revised solicitation may be issued in an effort to obtain an acceptable bid unless Subsection (13.2 of the purchasing policy) applies
- ii. The Dept. Head and the Manager of Purchasing/Risk Management jointly may waive the need for a revised bid solicitation and enter into

negotiations with the highest scoring Contractor under the following circumstances:

- The total cost of the lowest responsive bid is in excess of the funds appropriated by City Council for the project or the highest responsive bid revenue is less than approved in departmental estimates where reserved bid amounts exist; and
- The Dept. Head and the Manager of Purchasing/Risk Management agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation

In the case of building construction contracts, where the total cost of the lowest responsive bid is in excess of the appropriation made by City Council, negotiations shall be made in accordance with the guidelines established by the Canadian Construction Association.

GC 16 The City of Quinte West has the right to cease negotiations and reject any offer.

GC 17 If two equal bids are received, the following items will be taken into consideration:

- i. Prompt payment discount
- ii When delivery is an important factor, the bidder offering the best delivery date will be given preference
- iii A bidder in a position to offer better after sales service, with a good record in this regard shall be given preference,
- iv .A bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the City
- v. All other things being equal, preference will be given to the vendor whose place of business is local, in order of City, Province & Country

If (i) through (v) do not break the tie, equal bidders shall be entered into a draw. The names of the tied bidders shall be placed in a container and the RFP to be awarded shall be drawn by a member of council. The time and location of the draw shall be set by the Manager

of Purchasing/Risk Management or their designate, and the bidders shall be notified in order that they may be present

GC 18 - STANDARD EVALUATION CRITERIA

In the RFP process, the lowest cost will not necessarily be successful. All elements of the evaluation criteria, including those listed below and the project specific criteria in the front end of this document, will be evaluated, assigned a score and ranked. The highest scoring Contractor will be awarded providing the project moves forward. The following criteria are standard for all competitive bids issued by the City.

- Cost. The availability of City funds to complete the task
- The Dept. Head/Designate being satisfied with the submission.
- The required expertise, including professional qualifications and experience.
- A demonstration of a thorough knowledge and understanding of the scope of work.
- A demonstration of specific related experience relative to the nature of the proposal call.
- Past performance with other municipalities preferably in the Ontario marketplace, in providing similar product/service. Where Contractors have completed similar work for the City during the preceding five years, take into account past performance, quality of work received, and staff time invested in obtaining compliance with specifications.
- All other things being equal, the percentage of local content, including supplies, materials and sub-contractors from the City.
- Ability and experience to perform in accordance with the Terms of the Proposal Call. (The City reserves the right to reject any offer based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the Customer or a comparable business. Whether a product meets this requirement shall be the sole decision of the City)
- Compatibility with other goods and services of the City.



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- If requested, the respondent agrees that he will furnish a copy of his latest financial statement within four (4) calendar days after being requested to do so by the City.

GC 19 - CONTRACT AWARD/CONTRACT EXECUTION AND PERFORMANCE

- i. No proposal shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding with respect to any previous contract.
- ii. The Contractor acknowledges and agrees that nothing contained herein, in the proposal documents or elsewhere, no act done or expense incurred by it in the preparation and submission of this proposal, no trade or industry custom or practice, and no representation or assurance that may have been made or given to it by or on behalf of the City, shall in any manner legally bind the City, in any circumstances, to accept this proposal, the lowest proposal, only a proposal submitted in compliance with the requirements of the proposal documents, or any proposal at all. The Contractor further acknowledges and agrees that the City shall have complete and unrestricted liberty in this regard and may reject any or all proposals or may accept any proposal in whatever manner, at whatever proposal price, on whatever terms and for whatever reasons as the City, in its absolute discretion, considers to be in its own best interests, all without liability or obligation of any kind to the Contractor.
- iii. The successful Contractor has ten (10) working days from official notification to produce evidence of appropriate insurance, performance surety's if applicable, executed contract or agreement etc. to the Manager of Purchasing/Risk Management or their designate. Under no circumstance will the successful bidder commence work until the appropriate documentation has been submitted and acknowledged by the City. Non-compliance will result in a stop work order. Failure to submit compliant required documentation may lead to forfeiture of the bid deposit and the next highest scoring Contractor will be offered the job.
- iv. If the terms of the Notice of Intent to Accept are not provided in that the Contractor fails to provide the items within the specified time, the Department Head with the Manager of Purchasing/Risk Management or their designate may grant additional time to fulfill the necessary requirements or may recommend one of the following:



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- That the contract shall be awarded to the next highest scoring Contractor
- That the contract shall be cancelled

In either of the above cases, the deposit cheque of the successful bidder shall be forfeited.

- v. If the next best responsible bidder fails, or declines to execute the contract if awarded to him/her, their deposit shall also be forfeited.

The Corporation of the City of Quinte West shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the City of Quinte West of any proposal or by reason of any delay in the acceptance of a proposal save as provided in the Contract.

GC 20- AGREEMENT

The City may require that the selected Contractor executes a standard agreement (contract) for consulting services. The Contractor agrees, if requested to do so by the City or anyone acting on the City's behalf, within 60 days, after the date of opening proposals, to execute and return to the City an agreement within ten (10) days after being so requested.

GC 21 - CONTRACT AMENDMENTS AND REVISIONS

No amendment or revision to a contract shall be made unless the amendment is in the best interest of the City.

No amendment that changes the price of a contract shall be agreed to without a corresponding change order describing the change in requirement or scope of work.

Amendments to a contract are subject to the identification and availability of sufficient funds in appropriate accounts within City council approved budget including authorized revisions.

GC 22 - PRICING & PAYMENT

Payment will be initiated upon submission of a "Proper Invoice". Each invoice or progress payment certificate submitted must be accompanied by documentation/tickets for any material disposed of at a licensed landfill site.



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Payment may be made 30 days after delivery pursuant to the Bidder submitting a proper invoice, contract requirements being completed and work being deemed satisfactory unless other arrangements have been agreed upon.

Where progress payment terms are specified, the City will accept billing for 100 percent of the actual value of each element of the work performed in each month and accepted by the City.

All Payment Certificates are to be accompanied by supporting documentation including a valid WSIB Clearance Certificate. A Statutory Declaration is required for the second and subsequent progress payments and release of holdback.

Where required by the Construction Act appropriate monies (10%) will be held back pending Substantial Completion. In addition, two and a half percent (2.5 %) of the total of each payment certificate will be deducted and retained by the Owner as warranty surety for a one year period. (Note: This is in addition to the mandatory 10% as stipulated under the Construction Act.)

Payments made hereunder, including final payment shall not relieve the company from its obligations or liabilities under the contract.

Acceptance by the company of the final payment shall constitute a waiver of claims by the company against the City, except those previously made in writing in accordance with the contract and still unsettled.

The City shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

GC 23 - HARMONIZED SALES TAX

All applicable taxes are to be stated as a separate line item in the pricing component.

GC 24 - EXERCISE OF CONTRACT RENEWAL OPTIONS

Where a contract contains an option for renewal, the Dept. Head or their designate may exercise such option provided that all of the following apply:

- The supplier's performance in supplying the goods, services or construction is considered to have met the requirements of the contract
- The Dept. Head has determined that the exercise of the option is in the best interest of the City.
- Funds are available in appropriate accounts within City Council approved budget including authorized revisions to meet the proposed expenditure.
- When a specific timeframe for a renewal option is not written in the original bid document, the renewal period shall not exceed the original contract duration.

GC 25 - DISCLOSURE OF BID INFORMATION

The Contractor acknowledges that submission of a bid for the proposal will be deemed by the City to be the Contractors consent to the City releasing publicly in any format, the **awarded Contractor's name and total bid price (if applicable)**, in written public reports to council, and the posting on the City's website. Unit pricing will be held in confidence.

The disclosure of information received relevant to the issue of a bid solicitation or the award of contracts emanating from bid solicitations shall be made by the appropriate offices in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

All materials submitted in response to this RFP shall become the property of the City and may be appended to the executed agreement.

GC 26 - FORCE MAJEURE

- a) If the successful Contractor is delayed in delivery by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the successful Contractor's control then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty.
- b) No such delivery time extension shall be made for delays unless written notice of same is given to the City within seven (7) days of its commencement. Where it is the case of a continuing cause of delay only one claim shall be necessary.



GC 27 - ASSIGNMENT

Neither this Proposal nor the right to receive payment hereunder may be assigned or transferred without the prior express written consent of the City and any attempted assignment shall be void and of no force or effect against the City.

GC 28 SUB-CONTRACTS

The successful Contractor shall not, without the written consent of the Buyer, make any assignment or sub-contract for the provision of any services hereby proposed.

GC 29 - SIGNED BID TO BE CONSIDERED AN OFFER

The submission of a signed response to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by issuance of a Purchase Order. Upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Contractor. Upon acceptance of the proposal, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

GC 30 - CONFIDENTIALITY

All information regarding terms, conditions, financial and/or technical aspects of the proposal, which in the Contractor's opinion, is of a proprietary or confidential nature, should be clearly marked "Confidential" at each relevant item or page. All information marked confidential will be held in strict confidence and shall not be revealed to another party without the Contractor's consent except as may be required by any applicable Law. Similarly, information about the City obtained by the Contractor and declared confidential by the City shall not be disclosed unless authorized by the City. It is agreed that these reciprocal obligations of confidentiality will survive the termination of any contract that may arise between the City and a successful Contractor.

GC 31 - DEFAULT BY COMPANY

If the company: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit

of its creditors; then, in any such case, the City may, without notice, terminate the contract.

If the company: fails to comply with any request, instruction or order of the City; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or any portion thereof without the City's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the City may, upon expiration of ten days from the date of written notice to the company, terminate the contract.

Any termination of the contract by the City, as aforesaid, shall be without prejudice to any other rights or remedies the City may have.

If the City terminates the contract, it is entitled to:

- take possession of all of the work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the City may deem appropriate under the circumstances;
- withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects Clause;
- recover from the company loss, damage and expense incurred by the City by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the City.)



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PART 3 – RESPONSE FORMS

These forms are generic for ease in identification of information common to all bid documents. Please ADD adequate information as directed in the RFP to facilitate a full and comprehensive comparison and evaluation of all proposals received.

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



1. Proponent Information

Please fill out the following form naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.

Full Legal Name of Proponent	
Any Other Relevant Name under which Proponent Carries on Business	
Street Address	
City, Province/State	
Postal Code	
Phone Number	
Fax Number	
Company Websites (if any)	
Proponent Contact Name and Title	
Proponent Contact Phone	
Proponent Contact Fax	
Proponent Contact Email	

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 the completed pricing form.

3. No Prohibited Conduct

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



4. 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 (if any) retained by the City to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



DECLARATION OF ACCESSIBILITY COMPLIANCE

COMPANY NAME:	
PRINT NAME:	
TITLE:	DATED:

I/ we acknowledge that as a Contractor/Consultant of the City of Quinte West we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

Authorized Signature

Dated

Printed Name



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REFERENCES – MUST BE COMPLETED AND RETURNED WITH SUBMISSION

State names, addresses and current telephone numbers of clients for whom your company has **recently performed similar services**. Additional pages may be added if necessary.

Reference No. 1	
Company Name:	
Project Name and Year Completed	
Contact Person:	
Position of Contact Person:	
Telephone/Fax:	
Email:	
Reference No. 2	
Company Name:	
Project Name and Year Completed	
Contact Person:	
Position of Contact Person:	
Telephone/Fax:	
Email:	
Reference No. 3	
Company Name:	
Project Name and Year Completed	
Contact Person:	
Position of Contact Person:	
Telephone/Fax:	
Email:	



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NOTICE OF "NO BID"

**The Corporation of the City of QUINTE WEST
Purchasing
IMPORTANT - PLEASE READ THIS**

It is important that the City receive a reply from all listed plan takers. There is no obligation to submit a bid, however, should you choose not to bid, completion of this "No Bid" form will assist the Municipality in determining the type of goods or services for which you may have an interest in bidding, in the future. This "No Bid" form may be faxed back to 613-392-0714 or emailed to purchasing@quintewest.ca.

It is not necessary to return any other bid documents. Just return the completed form in the enclosed return envelope prior to the official closing date.

- | | |
|--|--|
| 1. We do not manufacture/supply this commodity | <div>Other reasons or additional comments:</div> |
| 2. We do not manufacture/supply to this specification | |
| 3. Unable to quote competitively | |
| 3. Cannot handle due to present plant load | |
| 5. Quantity/job too large | |
| 6. Quantity/job too small | |
| 7. Cannot meet delivery/completion requirements | |
| 8. Agreements with distributors/dealers do not allow us to sell direct | |
| 9. Licensing restrictions | |
| Do you wish to bid on these goods/services in the future? | |

Yes ☐ No ☐

Company Name:

Address:

Name & Position:

Phone Number:

Fax Number: