**Request for Proposals**

**For**

**Consulting Services for Town of Innisfil Library Strategic Plan**

Request for Proposals No. :**P-26-032**

Issued: **Wednesday March 25, 2026**

Submission Deadline**: Friday April 10, 2026 @ 11:00am local time**

**Land Acknowledgment Statement**

The Town of Innisfil acknowledges that Innisfil is situated on Treaty land that is steeped in rich Indigenous history. The Town also acknowledges that this land is the Traditional Territories of the First Peoples of Turtle Island. It is shared between the Anishinaabe peoples of Beausoleil First Nation, Chippewas of Rama First Nation, and Chippewas of Georgina Island First Nation and we thank them for generations of stewardship.

This meeting place is still the home to many Indigenous people and (as settlers) we are grateful to have the opportunity to work on this land.

The Town acknowledges the forced sacrifices that are the foundation of Canadian society today. We are dedicated to honouring Indigenous history and culture and committed to moving forward in the spirit of reconciliation and respect with all First Nation, Métis, and Inuit peoples.

**ELECTRONIC SUBMISSIONS ONLY**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

### 1.1.1 Invitation

This Request for Proposals (the "RFP") is an invitation by the Corporation of the Town of Innisfil (the "Town") to prospective proponents to submit proposals for Consulting Services for Town of Innisfil Library Strategic Plan, as further described in Section A of the RFP Particulars (Appendix D) (the "Deliverables").

### 1.1.2 Eligible Proponents

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with the Town. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the "proponent". The proponent will be responsible for the performance of the Deliverables.

### 1.1.3 Suspended Suppliers

The Town will not accept proposals from suspended suppliers. If the proponent or any of the proponent's proposed subcontractors is suspended from the Town's procurement processes at the time of the Submission Deadline, the proposal will be rejected.

Potential proponents are advised to check the Town's "Suspended Suppliers List" at https://innisfil.ca/en/my-government/resources/Suspended-Suppliers-List-Town-of-Innisfil-ID-459023-new.pdf to ensure that none of their intended subcontractors are suspended.

Potential proponents are also advised that any other supplier that is owned or controlled by a suspended supplier or suspended individual(s) is also considered suspended, whether or not that supplier is listed on the Suspended Suppliers List. It is the responsibility of the proponent to confirm that their intended subcontractors are not owned or controlled by a suspended supplier or suspended individual(s).

### 1.1.4 Bidding System Registration

All proponents must have a vendor account with the Town's electronic bidding system at: https://innisfil.bidsandtenders.ca (the "Bidding System") and must be registered as a plan taker for this opportunity. This will enable the proponent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda and submit their proposal electronically through the Bidding System.

### 1.1.5 CETA/CFTA Trade Agreements

This RFP is not subject to the Canadian Free Trade Agreement (CFTA).

This RFP is not subject to the Canada-European Union Comprehensive Economic Trade Agreement (CETA).

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### 1.1.6 Overview of Deliverables

The consultant will deliver a comprehensive four-year Strategic Plan supported by a community needs assessment, environmental scan, and meaningful stakeholder engagement. The final plan will include clear priorities, measurable objectives, and an actionable roadmap that aligns library services, programs, spaces, and resources with community needs.

## 1.2 RFP Contact

To contact the Town in relation to this RFP, proponents must initiate the communication electronically through the Bidding System using the Question and Answer function. The Town will not accept any proponent's communications by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, the "RFP Contact" will be:

Angela Johnston, CPPB
Purchasing Agent

Proponents should only contact the RFP Contact where specifically instructed to in this RFP. All other communication in relation to this RFP must be through Bidding System, as described above.

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

Accessibility for Ontarians with Disabilities Act (AODA) – If an alternative version of this document is needed, please email the Town's customer service department at: inquiry@innisfil.ca.

## 1.3 Contract for Deliverables

### 1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Town 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 Town and the selected proponent.

### 1.3.2 Term of Contract

The term of the contract is anticipated to commence the week of May 4, and will be effective until the completion of the Project which is anticipated to be December 2026.

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## 1.4 RFP Timetable

### 1.4.1 Key Dates

| | |
|---|---|
| Issue Date of RFP | Wednesday March 25, 2026 |
| Deadline for Questions | Wednesday April 1, 2026 |
| Deadline for Issuing Addenda | Thursday April 2, 2026 |
| Submission Deadline | Friday April 10 @ 11:00am local time |
| Rectification Period | Three (3) business days |
| Anticipated Ranking of Proponents | Monday April 20, 2026 |
| Contract Negotiation Period | Ten (10) calendar days |
| Anticipated Execution of Agreement | Thursday April 30, 2026 |

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

### 1.4.2 Project Meeting /Project Video (not applicable)

N/A

## 1.5 Submission of Proposals

### 1.5.1 Electronic Submission Only

Proposals must be submitted electronically through the Bidding System:

https://innisfil.bidsandtenders.ca

Proposals submitted by other methods will not be accepted.

In order to submit a proposal, the proponent must have a Bidding System account and be registered as a plan taker for this RFP.

In the event of any technical issues, proponents should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca prior to the Submission Deadline.

### 1.5.2 Proposals must be Received on Time

Proposals must be fully uploaded and finalized in the Bidding System on or before the Submission Deadline.

The time of receipt of proposals shall be determined by the Bidding System web clock.

Late submissions will not be accepted by the Bidding System.

Proponents are cautioned that the timing of submission is based on when the proposal is received by the Bidding System, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed or other technical

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factors, proponents are advised to allow sufficient time to upload their complete proposal documents and to resolve any issues that may arise.

The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca.

### 1.5.3 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline using the "Edit or Withdraw my Submission" feature in the Bidding System. However, the proponent is solely responsible for ensuring that the amended proposal is received by the Bidding System by the Submission Deadline.

### 1.5.4 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal using the "Edit or Withdraw my Submission" feature in 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.

[End of Part 1]

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# PART 2 – EVALUATION, NEGOTIATION AND AWARD

## 2.1 Stages of Evaluation and Negotiation

The Town 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 if the proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Town 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 Town 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 Town 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 Town 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 Town 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).

In the event that the Town does not receive an adequate number of proposals that meet or exceed the minimum threshold, the Town may elect at its sole discretion to cancel and re-issue the RFP, or to lower the technical evaluation benchmark score at its option.

## 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.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Town may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements

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in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Town may reject the proposal. The Town may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

## 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 Town. 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 Town 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 Town and the selected proponent. Negotiations may include requests by the Town 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 Town for improved pricing or performance terms from the proponent.

### 2.5.3 Time Period for Negotiations

The Town intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Town 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 Town 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 Town elects to cancel the RFP process.

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### 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]

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# 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 and in the Bidding System.

### 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 format, 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 Town may consider the proponent's past performance or conduct on previous contracts with the Town or other institutions.

The Town has the right to reject any proponent who is involved in litigation with the Town.

### 3.1.5 Grounds for Exclusion

If there is supporting evidence, the Town may exclude a proponent on grounds, that are in addition to and shall in no way limit other rights of the Town and/or grounds to exclude a proponent, such as:

a. Bankruptcy or insolvency;
b. False declarations;
c. Significant or persistent deficiencies in performance of any substantive requirements or obligation under a prior contract or contracts;
d. Final judgments in respect of serious crimes or other serious offences;
e. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier; or
f. Failure to pay taxes.

### 3.1.6 Information in RFP Only an Estimate

The Town 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.

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### 3.1.7 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.

### 3.1.8 Proposal to be Retained by the Town

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

### 3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Town 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 Town 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 may direct questions or seek additional information through the Bidding System on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Town is under no obligation to provide additional information, and the Town will not be responsible for any information provided by any other source or obtained through any other means. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The Town will not be 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 in accordance with this section. If the Town, 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 addendum posted on the Bidding System. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Town.

### 3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Town determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period of time. Proponents should check the Bidding System up until the Submission Deadline to ensure that they have received all addenda. In the event that an additional addendum is issued after the proponents has submitted its proposal, the proposal will be automatically withdrawn by the Bidding System and marked as incomplete. The proponent is

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responsible for reviewing and acknowledging the addendum, making any necessary adjustments to their proposal and ensuring the resubmitted proposal is received by the Bidding System by the Submission Deadline.

### 3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the Town 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 Town 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 Town and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

### 3.3.2 Debriefing

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) calendar days of such notification.

### 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 applicable procurement protest procedures.

## 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 Town in the preparation of its proposal that is not available to other proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) 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 (v) engaging in

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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.

Proponents must declare any potential Conflict(s) of Interest through the Bidding System at the time of submission.

### 3.4.2 Disqualification for Conflict of Interest

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

### 3.4.3 Disqualification for Prohibited Conduct

The Town may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Town 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.

### 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

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officials, or other representatives of the Town; 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 Town 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 Town, 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 Town

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

(a) is the sole property of the Town 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 Town; and

(d) must be returned by the proponent to the Town immediately upon the request of the Town.

### 3.5.2 Confidential Information of Proponent

Proponents are advised that the Town is governed by Ontario's *Municipal Freedom of Information and Protection of Privacy Act* ("*MFIPPA*") and any information submitted to the Town may be subject to disclosure in accordance with *MFIPPA*. A proponent may identify any information in its proposal or any accompanying documentation that is supplied in confidence, not including the proponent's name, business address and total price submitted. The Town will use best efforts to maintain the confidentiality of such information, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Town to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

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### 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 Town 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 Town 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 Town to enter into an agreement for the Deliverables.

#### 3.6.4 Cancellation

The Town 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

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(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]

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# APPENDIX A – FORM OF AGREEMENT

**BETWEEN:**

**CORPORATION OF THE TOWN OF INNISFIL**

(referred to as the "Town")

**AND:**

**[*INSERT FULL LEGAL NAME OF SUPPLIER*]**

(referred to as the "Supplier")

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

## 1. Contract Documents

The contract between the parties in respect of:

**P-26-032 Consulting Services for Town of Innisfil Library Strategic Plan**

is comprised of the following documents, which are collectively referred to as the "Contract":

(a) this Agreement;

(b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;

(c) the Standard Terms and Conditions, attached hereto as Schedule 2;

(d) the **P-26-032 Consulting Services for Town of Innisfil Library Strategic Plan**, including any addenda, (the "Solicitation Document"); and

(e) all the documentation submitted by the Supplier in response to the Solicitation Document (the "Supplier's Submission").

## 2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

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## 3. Execution

This Agreement may be executed and scanned and delivered by electronic transmission and, when so executed and delivered, will be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written below.

**[**Insert Supplier's Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

**Corporation of the Town of Innisfil**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Town.

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## Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

### A. Description of Deliverables

As outlined in the RFP #P-26-032, Appendix D RFP Particulars, A. The Deliverables.

### B. Rates and Disbursements

### B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Town to the Supplier under the Contract shall not exceed [*insert maximum contract amount*] ($xxx) including H.S.T.

### B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[*insert personnel and rate information or replace this section with other applicable form of rate breakdown*]

The Rates will be as provided in the Schedule I – Items and Unit Pricing and Schedule II – Provisional Items as provided in the Suppliers Submission.

### C. Payment Terms

The payment terms for the Contract are as follows:

The Town's standard payment terms are **NET 28 days** from the date of receipt of a proper invoice. To allow for timely payment, the Purchase Order number must be referenced on all invoices where applicable. The Town's Representative may direct the Supplier to submit invoices in a specific format and, if so, the Supplier must comply with such direction.

All payments will be processed using a Town Purchasing Card or electronic funds transfer (EFT) in Canadian funds in a Canadian Bank account within Canada. Any deviation from the accepted method of payment must be mutually agreed upon and confirmed in writing by both the Supplier and the Town.

New or existing vendors will be provided with the Town's Electronic Funds Transfer Form at the time of award of the contract and can also access the form via the following link: Electronic Funds Transfer Form.

Remittance advices indicating the invoice number, account number, amount being deposited and the date of deposit are sent via email.

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Invoices must be submitted electronically to ap@innisfil.ca.
Inquiries regarding payment status shall be directed to ap@innisfil.ca.

## D. Town and Supplier Representatives

The Town Representative and contact information for the Contract is:

[*insert name of the Town's representative*]
[*insert title of the Town's representative*]
2101 Innisfil Beach Road, Innisfil, ON L9S 1A1
705-436-3740 ext XXXX
[*insert email of the Town's representative*]

The Supplier Representative and contact information for the Contract is:

[*insert name of the Supplier's representative*]
[*insert title of the Supplier's representative *]
[*insert address of the Supplier's representative *]
[*insert phone of the Supplier's representative *]
[*insert email of the Supplier's representative *]

The Supplier acknowledges and agrees that the Supplier Representative named above has authority to legally bind the Supplier.

## E. Term of Contract

The Contract shall take effect on the [*insert date*] (the **"Effective Date"**) and shall be in effect for a period of eight months from the Effective Date, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

## F. Specific Provisions

[*Insert any additional contract performance terms or modifications to the Standard Terms and Conditions in Schedule 2 and note any express deletions from the Supplier's Submission or negotiated changes to the Solicitation Document, if applicable*]

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## ARTICLE 1 – INTERPRETATION

### 1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

"**Authority"** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and "Authorities" means all such authorities, agencies, bodies and departments;

**"Business Day"** means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Town has elected to be closed for business;

**"Conflict of Interest"** includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Town and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Supplier'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 judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

**"Deliverables"** means everything developed for or provided to the Town in the course of performing under the Contract or agreed to be provided to the Town under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

**"Effective Date"** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**"Indemnified Parties"** means the Town and the Town's elected officials, directors, officers, agents, employees and volunteers;

**"Industry Standards"** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Town;

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**"Intellectual Property"** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

**"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

**"Newly Created Intellectual Property"** means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

**"Person"** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

**"Personal Information"** means recorded information about an identifiable individual or that may identify an individual;

**"Proceeding"** means any action, claim, demand, lawsuit, or other proceeding;

**"Rates"** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**"Record"** means any recorded information, including any Personal Information, in any form: (a) provided by the Town to the Supplier, or provided by the Supplier to the Town, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

**"Requirements of Law"** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

**"Supplier Representative"** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**"Supplier's Intellectual Property"** means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

**"Term"** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**"Third-Party Intellectual Property"** means any Intellectual Property owned by a party other than the Town or the Supplier;

**"Town Confidential Information"** means all information of the Town that is of a confidential nature, including all confidential information in the custody or control of the Town, regardless of whether it is identified as confidential or not, and whether recorded or

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not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For greater certainty, Town Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Town, the Supplier or any third-party; (ii) all information (including Personal Information) that the Town is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the Town or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law; and

**"Town Representative"** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions).

## ARTICLE 2 – GENERAL TERMS

2.01 **No Indemnities from the Town**

Notwithstanding anything else in the Contract, any express or implied reference to the Town providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Town beyond the obligation to pay the Rates in respect of Deliverables accepted by the Town, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 **Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 **Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 **Failure to Enforce Not a Waiver**

Any failure by the Town to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the Town of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

2.05 **Changes by Written Amendment Only**

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Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract. Any written amendment, including the Town's prescribed Contract Change Order Form, may be executed and scanned and delivered by electronic transmission and, when so executed and delivered, will be deemed an original.

2.06 **Force Majeure**

a. Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

b. The Contractor is deemed to have considered any legislative amendments, laws, controls, orders, regulations, requirements, guidelines or recommendations issued prior to the deadline for submission of proposals/bids in respect of the procurement process that preceded this Contract (or prior to the signing of this Contract if there was no procurement process) by any authorities having jurisdiction in response to, related to, or in respect of a Health Emergency, including any impacts the same might have on the cost of performing the Work or the dates or times for performing the Work (and the pricing for the Work (including all unit prices) included in the Contract and the dates or times for performing the Work hereunder are deemed to include any costs and schedule implications, respectively, associated with the foregoing). To the extent the Contractor is delayed in the performance of the Work, based on critical path methodology, by a governmental order issued after the signing of the Contract that directs or orders the shut down of construction in response to a Health Emergency, the dates or times for performing the Work hereunder shall be extended by the duration of such delay, provided that the Contractor notifies the Owner immediately in writing of the existence, nature and anticipated duration of the delay and uses commercially reasonable efforts to minimize or mitigate the extent, effect and period of any such delay. The Contractor shall not be entitled to any costs, damages or compensation of any kind whatsoever on account of, related to, associated with, or arising out of a Health Emergency. The Contractor shall not be entitled to any additional compensation, schedule extensions or any other type of relief or remedy under this Contract on account of a pandemic, epidemic or other public health emergency that has been declared by a foreign government but not by the governments of Canada or the province of Ontario. "**Health Emergency**" means the COVID-19 pandemic or any other pandemic, epidemic or other public health emergency declared by the governments of

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Canada or the province of Ontario. This paragraph applies notwithstanding any other terms in the Contract and sets out the Contractor's sole and exclusive remedies under this Contract arising in connection with a Health Emergency.

2.07 **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Town Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 **Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN TOWN AND SUPPLIER**

3.01 **Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Town under the Contract.

3.02 **Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 **Supplier Not a Partner, Agent or Employee**

The Supplier shall have no power or authority to bind the Town or to assume or create any obligation or responsibility, express or implied, on behalf of the Town. The Supplier shall not hold itself out as an agent, partner or employee of the Town. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Town and the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

3.04 **Non-Exclusive Contract**, **Work Volumes**

The Supplier acknowledges that it is providing the Deliverables to the Town on a non-exclusive basis. The Town makes no representation regarding the volume of goods and services required under the Contract. The Town reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.05 **Responsibility of Supplier**

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract

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or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities This paragraph shall survive the termination or expiry of the Contract.

3.06 **No Subcontracting or Assignment**

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Town. Such consent shall be in the sole discretion of the Town and subject to the terms and conditions that may be imposed by the Town. Without limiting the generality of the conditions which the Town may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Town.

3.07 **Duty to Disclose Change of Control**

In the event that the Supplier undergoes a change in control, the Supplier shall immediately disclose such change in control to the Town and shall comply with any terms and conditions subsequently prescribed by the Town resulting from the disclosure.

3.08 **Conflict of Interest**

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Town without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Town to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Town may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Town to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the Town. This paragraph shall survive any termination or expiry of the Contract.

3.09 **Contract Binding**

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

**ARTICLE 4 – PERFORMANCE BY SUPPLIER**

4.01 **Commencement of Performance**

The Supplier shall commence performance upon receipt of written instructions from the Town.

4.02 **Deliverables Warranty**

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables,

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in the opinion of the Town, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the Town in a rectification notice.

4.03 **Health and Safety**

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Supplier's obligations under the Contract. The Supplier shall provide the Town with evidence of the Supplier's compliance with this section upon request by the Town.

4.04 **Shipment of Goods**

To the extent that the Deliverables include the shipment of goods to the Town, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the Town's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Town, unless specifically agreed by the Town in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the Town. Receipt of the Deliverables at the Town's location does not constitute acceptance of the Deliverables by the Town. The Deliverables are subject to the Town's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Town, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the Town in a rectification notice.

4.05 **Use and Access Restrictions**

The Supplier acknowledges that unless it obtains specific written preauthorization from the Town, any access to or use of the Town property, technology or information that is not necessary for the performance of its contractual obligations with the Town is strictly prohibited. The Supplier further acknowledges that the Town may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

4.06 **Notification by Supplier of Discrepancies**

During the Term, the Supplier shall advise the Town promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.07 **Change Requests**

The parties may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Town change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Town and provide reasons for such non-compliance. No change request shall be effective until documented in the Town's prescribed Contract Change Order Form and executed by the parties.

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Any Change Request executed by the Supplier and Town shall be deemed to include any and all costs incurred by the Supplier as a result of the Change Request, including, but not limited to, labour, equipment and overhead and the Supplier shall not be entitled to claim any additional compensation for these items, including any claims for delay.

4.08 **Pricing for Requested Changes**

Where a change request includes an increase in the scope of the previously contemplated Deliverables, the party requesting the change shall set out, in its change request, the proposed prices for the contemplated changes.

Where the Rates in effect at the time of the change request:
(a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or

(b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Town and the Supplier within a reasonable period of time and, in any event, such change request shall not become effective until documented in the Town's prescribed Contract Change Order Form and executed by the parties.

4.09 **Performance by Specified Individuals Only**

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Town, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.10 **Time**

Time is of the essence of the Contract.

4.11 **Rights and Remedies Not Limited to Contract**

The express rights and remedies of the Town and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Town or any other obligations of the Supplier at law or in equity.

## ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 **Payment According to Contract Rates**

The Town shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

5.02 **Hold Back or Set Off**

The Town may hold back payment or set off against payment if, in the opinion of the Town acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

5.03 **No Expenses or Additional Charges**

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There shall be no other charges payable by the Town under the Contract to the Supplier other than the Rates established under the Contract.

5.04 **Payment of Taxes and Duties**

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

5.05 **Withholding Tax**

The Town shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 **Interest on Late Payment**

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 **Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Supplier shall permit and assist the Town in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Town shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

**ARTICLE 6 – CONFIDENTIALITY**

6.01 **Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Contract shall be at the sole discretion of the Town. The Town may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Town without the prior written consent of the Town. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Town.

6.02 **Town Confidential Information**

During and following the Term, the Supplier shall: (a) keep all Town Confidential Information confidential and secure; (b) limit the disclosure of Town Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Town Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Town and (ii) in respect of any Town Confidential Information about any third-party, the written consent of such third-party; (d) provide Town Confidential Information to the Town on demand; and

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(e) return all Town Confidential Information to the Town on or before the expiry or termination of the Contract, with no copy or portion kept by the Supplier.

6.03 **Restrictions on Copying**

The Supplier shall not copy any Town Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

6.04 **Notice of Breach**

The Supplier shall notify the Town promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of Town Confidential Information.

6.05 **Injunctive and Other Relief**

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Town or to any third-party to whom the Town owes a duty of confidence, and that the injury to the Town or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Town is entitled to seek injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.06 **Notice and Protective Order**

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Town Confidential Information, the Supplier will provide the Town with prompt notice to that effect in order to allow the Town to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Town and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of Town Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Town) that such Town Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such Town Confidential Information subject to those terms and conditions.

6.07 **Records and Legislative Compliance**

The Supplier and the Town acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the Town within seven (7) calendar days of being directed to do so by the Town for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Town determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Town; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of

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providing the Deliverables and who have been specifically authorized by a Town representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Town would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Town may be disclosed by the Town where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 **Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

## ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 **Town Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Town to the Supplier shall remain the sole property of the Town at all times.

7.02 **No Use of the Town Insignia**

The Supplier shall not use any insignia or logo of the Town except where required to provide the Deliverables, and only if it has received the prior written permission of the Town to do so.

7.03 **Ownership of Intellectual Property**

The Town shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the Town and the Town accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Town all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the Town a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the Town.

7.04 **Supplier's Grant of License**

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Town a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Town.

7.05 **No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Town to modify, further develop or otherwise use the Deliverables in any way that the Town deems necessary, or that would prevent the Town from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

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7.06 **Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

## ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 **Supplier Indemnity**

The Supplier hereby agrees to indemnify, hold harmless, but not defend the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything negligently done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 **Insurance**

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **$5,000,000** per occurrence and including products and completed operations liability. The policy is to include the following:

- the Town as an additional named insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
- contractual liability coverage
- cross-liability and severability of interests clause
- employers liability coverage
- 30 day written notice of cancellation, termination or material change
- tenants legal liability coverage (if applicable and with suitable sub-limits)
- non-owned automobile coverage with blanket contractual coverage for hired automobiles

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(b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than **$2,000,000** per claim and in the annual aggregate.

8.03 **Proof of Insurance**

The Supplier shall provide the Town with proof of the insurance required by the Contract in the form of valid certificates of insurance, preferably using the Town's prescribed form that reference the Contract and confirm the required coverage. The Supplier shall provide the Town with renewal replacements on or before the expiry of any such insurance. Upon the request of the Town, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the subcontractor's commercial general liability insurance names the Town and Indemnified Parties as additional insured

8.04 **Workplace Safety and Insurance**

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Town upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify the Town for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

**ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION**

9.01 **Immediate Termination of Contract**

The Town may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between Town and Supplier); (d) the Supplier, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the Town; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Town; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 **Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the Town may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or

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(b) provide a rectification plan satisfactory to the Town. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Town may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Town to immediately terminate the Contract.

9.03 **Termination on Notice**

The Town reserves the right to terminate the Contract, without cause, upon thirty (30) calendar day's prior notice to the Supplier.

9.04 **Supplier's Obligations on Termination**

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of the Town, provide the Town with any completed or partially completed Deliverables; (b) provide the Town with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Town pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the Town to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Town, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 **Supplier's Payment Upon Termination**

On termination of the Contract, the Town shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Town may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.06 **Termination in Addition to Other Rights**

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Town under the Contract, at law or in equity.

9.07 **Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the Town exercises its option to extend the Contract, such extension to be upon the same terms, conditions and covenants contained in the Contract. The option shall be exercisable by the Town giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 **Evaluation of Performance**

**The Supplier will be subject to performance evaluation during the course of, and/or at the conclusion of the assignment.**

In the event that the Supplier fails to perform its obligations under the Contract, the Town may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities.

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# APPENDIX B – SUBMISSION FORMS

Proponents must complete the Appendix B - Submission Forms which includes declarations, disclosures and acknowledgements as provided in the Bidding System.

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# APPENDIX C – PRICING

## 1. Instructions on How to Provide Pricing

(a) Proponents should submit their pricing information electronically within the Bidding System. Pricing will be provided in the following:

1. Schedule I – Items and Unit Prices – Base Bid
   Proponents should provide their upset limits to fully execute each of the Deliverables.

2. Schedule II – Items and Unit Prices - Provisional

3. Time Task Table – With Pricing
   Proponents should provide a Time Task Table, clearly outlining the personnel to be assigned to the tasks to execute the Deliverables, the number of staff hours allotted to each task, applicable hourly rates, total cost per Deliverable and total project cost.

   **The total cost per Deliverable and total project cost indicated on the Time Task Table shall match those entered in the Schedule I – Items and Unit Prices – Base Bid and Schedule II – Items and Unit Prices - Provisional.**

(b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

(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 25 points of the total score.

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, which will be calculated in accordance with the following formula:

Provisional Pricing will not be included on the total score

$$\boldsymbol{lowest\ price \div proponent's\ price \times weighting = proponent's\ pricing\ points}$$

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# APPENDIX D – RFP PARTICULARS

## A. THE DELIVERABLES

### A1. INTRODUCTION

The Consultant will lead and facilitate a comprehensive strategic planning process that reflects the identity, strengths, and future aspirations of the Innisfil ideaLAB & Library.

The Library serves as a dynamic community hub that provides equitable access to learning, creativity, technology, social connection, and community supports. Its service model blends traditional library services with creative technology, makerspace learning, literacy development, entrepreneurship support, and inclusive programs that benefit residents of all ages.

The Library plays an important role in supporting community wellbeing by providing spaces where individuals and families can learn, create, explore ideas, develop skills, connect with community resources, and participate in civic and cultural life. Increasingly, the Library also acts as a connector to community supports, helping residents access social services, digital resources, and learning opportunities.

The strategic planning process must reflect the Library's commitment to innovation, creativity, equity, accessibility, digital empowerment, community wellbeing, and meaningful community engagement. The plan should position the Library to continue evolving as a community hub for learning, creativity, entrepreneurship, and social connection, while identifying opportunities for new partnerships, services, and sustainable growth.

The Consultant will be responsible for the preparation and delivery of the Strategic Plan and all associated reports, analyses, and engagement activities outlined in this section.

### A2. WORK PLAN AND DELIVERABLES

#### A2.1 Project Management and Work Plan

The Consultant shall prepare a detailed project management plan for approval at the outset of the assignment. The plan shall include the following:

- A summary of tasks, timelines, responsibilities, and workflows.
- A project schedule presented in Gantt chart format, showing timelines in weekly increments and identifying key milestones, dependencies, and critical path activities.
- A communication protocol that identifies points of contact, meeting frequency, document review processes, and required approvals.
- A monitoring approach that identifies risks, issues, and mitigation strategies.
- Monthly progress reports summarizing completed work, upcoming activities, engagement status, schedules, risks, and any required adjustments.

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The Consultant shall not proceed to subsequent phases without approval of the project plan.

### A2.2 Community Needs Assessment

The Consultant shall design and carry out a comprehensive community needs assessment that reflects the current and emerging needs of Innisfil's residents. The assessment shall include, but not be limited to:

- A plan for broad community participation, including users and non-users, across demographic groups, neighbourhoods, and community interests.

- Engagement methods that may include surveys, focus groups, interviews, community conversations, youth-focused engagement, and targeted outreach to underrepresented groups.

- Analysis of service usage, demographic trends, learning and literacy needs, digital inclusion needs, creative technology interests, community expectations, social service access needs, and opportunities to support entrepreneurship, workforce development, and small-business innovation.

- Consideration of the Library's evolving role in supporting creativity, makerspace learning, digital production, cultural engagement, lifelong learning, access to community services, social wellbeing, and entrepreneurial skill development.

### A2.3 Environmental Scan

The Consultant shall complete an environmental scan that identifies and analyzes factors influencing the Library's service environment during the next four-year period. The scan shall include:

- Sector trends in public libraries, creative technology, digital literacy, community innovation, learning ecosystems, and civic participation.

- Anticipated demographic, social, cultural, and technological shifts that may affect community needs.

- Opportunities for innovation in program delivery, digital content, makerspace activities, community learning, social service collaboration, entrepreneurship support, and digital services.

- External conditions that may influence community expectations, partnership opportunities, or future service delivery.

### A2.4 Stakeholder Engagement Program

The Consultant shall design and deliver a comprehensive stakeholder engagement program that includes:

- Internal engagement with Library staff at all levels to explore insights, operational needs, and innovation opportunities.
- Engagement with the Library Board to identify priorities, governance considerations, and strategic directions.

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- Engagement with external stakeholders including community organizations, Town partners, local businesses, educators, youth-serving groups, cultural organizations, seniors' groups, social service providers, community support agencies, and entrepreneurship or small-business support organizations.

- Opportunities for broad community participation through facilitated sessions, community conversations, digital engagement tools, or other accessible methods.

- Strategies to ensure participation from equity-seeking and underrepresented groups.

### A2.5 Draft Program of Services and Strategic Priorities

Based on the completed research and engagement, the Consultant shall prepare draft service priorities and strategic directions that include:

- A clear articulation of intended outcomes for residents.

- Recommended areas for program and service enhancement including literacy, digital literacy, creative technology, makerspace learning, community learning, cultural programming, social connection, social service navigation, and entrepreneurship or small-business development.

- Opportunities to introduce new or expanded initiatives that support creativity, learning, innovation, community wellbeing, social service partnerships, and entrepreneurial skill development.

- Considerations related to service delivery models, staffing, skills development, and operational alignment.

- A rationale for each proposed priority supported by evidence from research and engagement.

### A2.6 Comprehensive Strategic Plan

The Consultant shall prepare a complete Strategic Plan for a four-year period that includes:

- Updated or confirmed vision, mission, and values that articulate the Library's identity as an inclusive, innovative, creative, and community-focused public institution.

- Strategic goals reflecting community needs, service opportunities, and commitments to learning, creativity, digital empowerment, engagement, and inclusion.

- Measurable objectives with defined outcomes, indicators of success, and realistic timelines.

- Recommended actions required to achieve each objective.

- Considerations for staffing, programming, partnerships, technology, and operational alignment.

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- An evaluation and monitoring framework supporting annual reporting and accountability.

### A2.7 Board Advocacy and Strategic Workplan

The Consultant shall prepare a Board Advocacy and Strategic Workplan to support effective governance and leadership. The workplan shall include:

- A structured, year-by-year schedule of Board priorities aligned with the Strategic Plan.
- Recommended advocacy positions, messages, and approaches supporting learning, creativity, digital inclusion, and community wellbeing.
- Identification of key municipal and community stakeholders with recommended engagement strategies.
- Tools and guidance to strengthen the Board's capacity to champion the Library's mission and strategic directions.

### A2.8 Capacity Plan

- An assessment of the Library's current staffing structure, roles, skills, and workflows as they relate to programs, digital literacy, creative technology, community hub functions, and social or entrepreneurship supports.
- Identification of future staffing and competency needs aligned with strategic priorities.
- Recommended staffing approaches, including role refinement, cross-functional teams, phased growth, and flexible workforce strategies.
- Guidance on workforce development, including training, recruitment, and professional development needs.
- Recommendations to optimize staffing, scheduling, workflows, and internal processes.
- A phased implementation roadmap outlining required actions, timelines, and resource considerations.

### A2.9 Communications and Implementation Support

The Consultant shall prepare communication materials to support public launch and internal implementation, which may include:

- Key messaging frameworks.
- Visual summaries and infographics.
- Presentation materials for the Library Board, staff, Council, and stakeholders.
- Templates and tools to support ongoing communication and plan activation.

### A2.10 Meetings and Presentations

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The Consultant shall attend and participate in required meetings, which may include:

- Project kickoff meeting.
- Regular progress meetings with Library leadership.
- Working sessions with staff.
- Required to attend Two (2) meetings and presentations for the Library Board. Expected to be September and December.
- Additional meetings requested to support engagement or review deliverables.

The Consultant shall present key findings, draft documents, and the Final Strategic Plan.

**A2.11 Final Deliverables Package**

The Consultant shall provide a complete package of all deliverables in accessible, editable digital formats, including:

- Project Management Plan.
- Needs Assessment Report.
- Environmental Scan Report.
- Stakeholder Engagement Summary Report.
- Draft Program of Services and Strategic Priorities.
- Draft and Final Strategic Plans.
- Plain Language Summary.

**A2.12 Value Added Opportunities (Provisional)**

Proposed value-added opportunities that enhance the Strategic Plan's impact, strengthen community relationships, and support long-term sustainability:

**A2.12.1** Strategic partnership expansion supporting learning, creativity, digital inclusion, culture, innovation, and community wellbeing.

**A2.12.2** Alternate revenue development through sponsorships, grants, philanthropy, fee-based learning, partnership-supported initiatives, community fundraising, and enhanced enterprise activities aligned with the Library's innovation mandate.

**A3. TOWN'S PROPOSED SCHEDULE**

| | |
|---|---|
| Project Kick Off Meeting | Week of May 4, 2026 |

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| | |
|---|---|
| Stakeholder Engagement | From May 2026 – July 2026 |
| Stakeholder Engagement Summary and Initial Research report | Beginning of August 2026 |
| Draft Report | End of August 2026 |
| Library Staff Review of Stakeholder Engagement Summary and Draft Report | Beginning of September |
| Presentation to Library Board | Mid September 2026 |
| Library Staff Final Review after feedback from the Library Board | October 2026 |
| Final Report | End of November |
| Final Presentation to Library Board | Early December 2026 |
| Final Package and Outstanding Materials | End of December 2026 |

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**B. MATERIAL DISCLOSURES**

N/A

**C. MANDATORY SUBMISSION REQUIREMENTS**

1. Submission Forms (Appendix B)

Proponents must complete the Appendix B - Submission Forms declarations, disclosures and acknowledgements as provided in the Bidding System.

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Mandatory Submission Requirements

Each proposal must include all mandatory forms, data entry, and upload requirements as provided and stipulated in the Bidding System.

## D. MANDATORY TECHNICAL REQUIREMENTS

N/A

## E. PRE-CONDITIONS OF AWARD

Prior to contract award, the selected proponent will be required to provide the following documents:

1. Signed Agreement – Appendix A – Form of Agreement, subject to any negotiated changes;

2. Current insurance certificate on the Town's standard insurance form that includes at a minimum, the requirements as outlined in Appendix A – Form of Agreement;

3. Valid Workplace Safety and Insurance Board Certificate (WSIB) of clearance; and

4. Completed Electronic Funds Transfer Form.

No contract is awarded and no Deliverables are to commence until the Town provides the selected proponent with written confirmation that all conditions are satisfied and/or provides the selected proponent with a fully executed copy of the Agreement.

*In the event that any signature is delivered by electronic delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if the ".pdf" signature page were an original thereof.

## 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) | Minimum Threshold | Bidding System |
|---|---|---|---|
| **1. Company Background & Relevant Experience (30 points)** | | | [redacted] |
| a) Company Background | 10 | | Data Entry |
| b) Ability and Experience – Narrative | 10 | **70%** | Upload |
| c) Relevant Project Examples | 10 | | Upload |
| **2. Key Personnel & Organizational Chart (10 points)** | | | [redacted] |

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| | | | |
|---|---|---|---|
| a) Key Personnel | 10 | | Upload |
| **3. Understanding of the Project, Work Plan & Schedule (45 points)** | | | |
| a) Understanding of the Project | 20 | | Upload |
| b) Work Plan | 15 | | Upload |
| c) Project Schedule & Time Task Table (without pricing) | 10 | | Upload |
| **Rated Criteria** | **85** | **70%** | |
| **Pricing (See Appendix C for details)** | **2**5 | **N/A** | |
| **Total Points** | **110** | **N/A** | |

**Suggested Proposal Content for Non-Price Criteria**

Each proponent should provide the following suggested content in their proposal:

1. **Company Background & Relevant Experience (30 Points)**

   a) **Company Background** - Provide a detailed outline of your company background, main discipline(s), secondary discipline(s) if applicable, and at a minimum include the number of employees and years in business, 10 points)

   b) **Ability and Experience – Narrative** (10 points):
      i. Provide a detailed outline of relevant experience and how the experience relates to the work detailed in the Deliverables within this RFP. The experience narrative should tie directly into the Relevant Project Examples that are provided in the submission;
      ii. Articulate key lessons learned on prior projects and how your company would apply those to this project and why;
      iii. Provide what your firms competitive edge is over others; and
      iv. In review of the RFP, outline any critical factors that will enable this project to be successful if your company is selected and why.

   c) **Relevant Project Examples** - Provide details of a minimum of three (3) project examples of relevant ability and experience from separate clients other than the Town that are completed and demonstrate a similar scope as specified in the Deliverables (10points)

2. **Key Personnel & Organizational Chart (10 points)**

   a) **Key Personnel** - Provide an outline of the key personnel and any sub-consultants, if applicable, that will be assigned to the project, and include what their roles will be, any applicable credentials, years they have worked in the specific role being proposed in this project, years experienced in the field and years worked for the company. CVs should also be provided for all proposed project team members, including any sub-consultants; (10 points)

3. **Understanding of the Project, Work Plan & Schedule (45 points)**

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a) **Understanding of the Project** - Provide in detail, your company's understanding of the project, project objectives, identified or anticipated challenges, risks, and areas of opportunities; (20 points)

b) **Work Plan** – The work plan should include at a minimum, key tasks to be completed for the project which should match the tasks listed in the proponent's project schedule. The work plan should include if applicable, a section which identifies all relevant materials and background information that may be required from the Town and the time commitment (number of hours) anticipated from Town staff throughout the project. In addition, provide supportive reasoning on the proposed approach and how your company plans on addressing any identified or anticipated challenges, risks, and opportunities; (15 points)

c) **Project Schedule and Time Task Table (without pricing)** - The Town expects proponents to review Appendix D – RFP Particulars, A.3 Town's Proposed Project Schedule to determine if it is realistic and achievable. Proponents will provide their own detailed project schedule with supporting explanations where the proponent's schedule deviates from the schedule in Appendix D – RFP Particulars, A.3 Town's Proposed Project Schedule. Project schedule should be in the form of a Gantt chart that articulates the proponent's proposed work plan. Time task table should include key personnel, tasks assigned, number of hours and total number of hours (without pricing). (10 points)

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**PREVIEW OF BIDDING SYSTEM FORMS/TABLES, ETC.**

Please find following a preview only of the Town's Bidding System forms/tables, etc., that the bidder/proponent/respondent will be required to complete, upload or acknowledge, where and as indicated, as part of their electronic submission in response to this solicitation document.

**The bidder/proponent/respondent acknowledges that the preview below is provided as a courtesy only and that its form and/or content are subject to change if necessary through an Addendum.**

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**Hello! Thank you for beginning your proposal for the Town!**

**IMPORTANT REMINDER:**

Proponents are reminded that this is a Multiple Phase RFP and proponents **shall not submit any pricing** information into any upload or data entry field other than where indicated to do so or they may be subject to disqualification in the solicitation process.

The Town looks forward to receiving your proposal!

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**Schedule of Prices**

**Schedule I - Item and Unit Prices**

The proponent hereby offers to enter into the contract referred to and to supply and do all and any part of the work which is set out or called for in this solicitation, at the unit prices, and/or lump sum prices submitted in Canadian funds. HST is additional.

Unit prices submitted shall include all costs associated with the required Deliverables including, but not limited to, any applicable rental/supply, delivery, labour, cleaning, environmental and energy surcharges, but excluding HST. The Town will not pay any charges in addition to the unit prices submitted.

* Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Town.

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.

**ESTIMATED QUANTITIES**

The proponent understands and accept that the quantities shown are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required at the discretion of the Town.

**PROVISIONAL ITEMS (IF APPLICABLE)**

Items listed as “Provisional” may or may not be required for completion of the work called for under the contract. The Town shall determine the necessity and/or actual quantities of these items as the work progresses. Should any of these items be required, the proponent shall be compensated on the basis of the unit prices(s) and/or lump sum price(s) submitted. In the event that any or all of these items are found not to be required, the proponent may not claim extra payment for loss of anticipated profits.

| Item No. | Description | Unit | Estimated Quantity | Unit Price * | Total | |
|---|---|---|---|---|---|---|
| A2.1 - A2.11 | P-26-032 Consulting Services for Town of Innisfil Library Strategic Plan All Inclusive Price Items A2.1-A2.11 | Lump Sum | 1 | | | * |
| | | | | Subtotal: | | |

**Schedule II - Item and Unit Prices - Provisional**

The proponent hereby offers to enter into the contract referred to and to supply and do all and any part of the work which is set out or called for in this solicitation, at the unit prices, and/or lump sum prices submitted in Canadian funds. HST is additional.

Unit prices submitted shall include all costs associated with the required Deliverables including, but not limited to, any applicable rental/supply, delivery, labour, cleaning, environmental and energy surcharges, but excluding HST. The Town will not pay any charges in addition to the unit prices submitted.

* Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Town.

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**ESTIMATED QUANTITIES**

The proponent understands and accept that the quantities shown are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required at the discretion of the Town.

**PROVISIONAL ITEMS (IF APPLICABLE)**

Items listed as “Provisional” may or may not be required for completion of the work called for under the contract. The Town shall determine the necessity and/or actual quantities of these items as the work progresses. Should any of these items be required, the proponent shall be compensated on the basis of the unit prices(s) and/or lump sum price(s) submitted. In the event that any or all of these items are found not to be required, the proponent may not claim extra payment for loss of anticipated profits.

| Item No. | Description | Unit | Estimated Quantity | Unit Price * | Total | |
|---|---|---|---|---|---|---|
| A2.12.1 | Strategic Partnership | Lump Sum | 1 | | | * |
| A2.12.2 | Alternate revenue development | Lump Sum | 1 | | | * |

**Specifications**

**Proponent's Information Form**

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.

| Description | Response * | |
|---|---|---|
| Full Legal Name of Proponent | | * |
| Any Other Relevant Name (under which Proponent carries on business) | | * |
| Street Address | | * |
| City, Province/State | | * |
| Postal/Zip Code | | * |
| Phone Number | | * |
| Company Website (if any) | | * |
| Proponent Contact First & Last Name | | * |
| Proponent Contact Title | | * |
| Proponent Contact Phone | | * |
| Proponent Contact Email | | * |
| If Awarded: Individual to Sign Contract (Has Authority to Bind your Organization).Format: First & Last Name, Title and Email Address | | * |
| If multiple signatures are required to Bind your Organization (in addition to individual named on line 12) - List Additional Signers. Format: First & Last Name, Title and Email Address | | |
| Contract - (For Construction Contracts Only) Identify signatory to sign off on any notification forms (if needed during the Contract) as outlined in O.Reg 303/18 Forms under the Construction Act, R.S.O. 1990, c.30. Provide First & Last Name, title, phone and email address - if this project is not construction enter N/A | | |

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**1. Company Background and Relevant Experience (30 points for category)**

See Appendix D - RFP Particulars, item F. Rated Criteria for details.

This criterion is from section 1. Company Background & Relevant Experience and has a total point value of 30 for the category. There is a combination of data entry fields and upload requirements that make up the total points available for the category.

This table outlines items a only. Items b and c are upload items for the remaining points in this category.

| Description | Response * | |
|---|---|---|
| a) Provide a detailed outline of your company background, main discipline(s), secondary discipline(s) if applicable, and at a minimum include the number of employees and years in business; (10 points) | | * |

**Relevant Project Examples**

The Proponent should provide below three (3) separate clients **other than The Town** having purchased a similar size and design of goods and/or services as specified in the Deliverables from within the previous three (3) year period from the issuance of this document. It is expected that the references provided are from the three (3) project examples that the Proponent has provided in their submission.

| Description | Project No. 1 * | Project No. 2 * | Project No. 3 * | |
|---|---|---|---|---|
| Title of Project | | | | * |
| Description of Project | | | | * |
| Description of your role in the Project (ex: General Contractor, Contract Administrator, Sub-Contractor/Consultant etc.) | | | | * |
| Provide contract value of Work performed in the Project by your firm | | | | * |
| Start and End Dates (Note project examples should be completed projects only) | | | | * |
| Owner/Client Company Name | | | | * |
| Owner/Client Key Contact Name and Title | | | | * |
| Owner/Client Key Contact Phone Number | | | | * |
| Owner/Client Key Contact Email | | | | * |

**Documents**

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

- Appendix D, Rated Criteria F 1 b) - Ability and Experience (10 Points) * (mandatory)
- Appendix D, Rated Criteria F 1 c) Relevant Project Examples (10 points) * (mandatory)
- Appendix D, Rated Criteria F 2 a) Key Personnel (10 points) * (mandatory)
- Appendix D, Rated Criteria F 3 a) Understanding of the Project (20 points) * (mandatory)
- Appendix D, Rated Criteria F 3 b) Work Plan (15 points) * (mandatory)
- Appendix D, Rated Criteria F 3 c) Project Schedule and Time Task Table (WITHOUT Pricing) (10 points) * (mandatory)
- Appendix C - Pricing 1. (a) 3. Time Task Table - WITH PRICING * (mandatory)

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**Addenda, Terms and Conditions**

**APPENDIX B – SUBMISSION FORMS**

**Declarations, Disclosures & Acknowledgements**

1. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

2. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

3. No Prohibited Conduct

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

4. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

The proponent declares that:

(a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:

(i) prices;

(ii) methods, factors or formulas used to calculate prices;

(iii) the quality, quantity, specifications or delivery particulars of the Deliverables;

(iv) the intention or decision to submit, or not to submit, a proposal; or

(v) the submission of a proposals which does not meet the mandatory technical requirements or specifications of the RFP; and

(b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

5. Disclosure of Proponent's 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 Town to the advisers retained by the Town to advise or assist with the RFP process, including with respect to the evaluation this proposal.

6. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of ninety (90) calendar days following the Submission Deadline.

7. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the Town, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

8. Authorized Person

The proponent confirms that the person submitting this proposal is authorized by the proponent to make these declarations and acknowledgements and to submit the accompanying proposal on behalf of the proponent.

The person submitting this proposal has the authority to bind the proponent to these declarations and acknowledgements and to submit the accompanying submission on behalf of the proponent.

☐ I/We have the authority to bind the bidder/proponent/respondent to these declarations and acknowledgements and to submit the accompanying submission on behalf of the bidder/proponent/respondent.

**Declaration of Potential Conflicts of Interest**

The bidder/proponent/respondent shall 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 submission; **AND** (b) were employees of the Town within twelve (12) months prior to the Submission Deadline.

Does the bidder/proponent/respondent have an actual or potential Conflict of Interest relating to the preparation of its submission, and/or does the bidder/proponent/respondent foresee an actual or potential Conflict of Interest in performing the contractual obligations as outlined in the solicitation document, where applicable?

○ **Yes** ○ **No**

The bidder/proponent/respondent acknowledges and agrees that the addendum/addenda below form part of the solicitation 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.** | | |

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