

REQUEST FOR PROPOSALS

Title of Project

(Example provides is from a Community Beautification Project)

CLOSING DATE AND TIME:

One(1) copy of the proposal must be received by
October 10th, 2008 4:00 p.m. local time.

CONTACT PERSON:

Name of Community Contact
Email

NOTE: This Request for Proposals (RFP) is used in my CSL course and serves two purposes: 1) to provide an example of what a REAL RFP looks like, to prepare them for future employment, and; 2) it serves as a contract between the student and the community organization. This RFP is negotiated by myself as the course professor and the community organization to ensure that the *community* will receive their expected deliverables and that a project is chosen that is achievable for the *student groups*, given their available time and expertise as 4th year students.

DRAFT

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1.0 INTRODUCTION

The Township of Community Name invites proposals from qualified consultants to undertake a study and develop a plan for the beautification of the community, for the purposes of tourism promotion and visitor retention.

INFORMATION ON PROJECT: Research has illustrated that community beautification, particularly through the development of appropriate signage, cleanliness, interesting architecture etc, provides towns and villages with a sound basis upon which to build tourism potential, promotion and visitor retention. In addition, community beautification builds pride and belief in the community among its residents. Despite the fact that Community Name has much to offer a traveler to the region, it is somewhat disadvantaged in that the town has limited physical presence on the highway, thus reducing 'visibility' for potential visitors.

As a result, the township is interested in exploring a variety of ways in which Community Name may promote the community through beautification. The Community Beautification Study will:

- Determine and provide a list of the various community beautification and promotion programs that are available.
- Conduct a literature analysis that answers the question, "What draws you to a place?"; from this, a list of best practices and recommendations will be developed.
- Conduct an evaluation of the township, paying particular attention to
- Provide recommendations on how to beautify the community and encourage people to stay.
- Provide recommendations that are reasonable within the context of a small community with limited resources

2.0 REQUEST FOR PROPOSAL TERMINOLOGY

Throughout this Request for Proposal, terminology is used as follows:

- a) "Contract" means the written agreement resulting from this Request for Proposal executed by the community and the Proponent.
- b) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this "Request for Proposal" and/or the successful applicant to this Request for Proposal who enters into a written Contract with the community;
- c) "must", "mandatory" or "required" means a requirement that must be met in order for a proposal to receive consideration;
- d) The community means the Township responsible for the Contract; and
- e) "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

3.0 SUMMARY OF THE REQUIREMENT

A community beautification strategy is a priority for the Township of Community Name. In order to be completed by December 9th, 2008, the Township is now seeking proposals from interested parties who have demonstrated expertise and experience in community-based tourism research.

The purpose of the required study is to:

1. To provide a list of programs available in Ontario and/or Canada that will aid the community in its community beautification and promotion pursuits;
2. To research and provide a list of best practices associated with community beautification and tourism development;
3. To conduct an evaluation and analysis of the community, based on the best practices;
4. To provide recommendations for community beautification that are reasonable within the context of a small municipality.

Proponents must be prepared to commit resources to complete the Study by December 9th, 2008.

4.0 REQUIREMENTS AND SCOPE OF SERVICES

4.1 Basic Requirements

4.1.1 Term.

The Study must be completed by December 9th, 2008. Proponents must agree to complete a final version of the study document by January 30th, 2009.

4.1.2 Non-Performance.

Should the Proponent fail to fulfil the obligations of the contract, the Township will have the authority to terminate the agreement immediately.

4.1.3 Preliminary Meeting.

A preliminary meeting will be held between the Township of Community Name and the successful Proponent by phone. This meeting should include all participating contractors and sub-contractors, and others as required. During this meeting, logistics and final requirements of the project shall be discussed. Any questions or information that may be required to initiate the Proponent's work shall also be discussed.

4.1.4 Site Visit and Public Consultation.

At least one site visit shall be undertaken in order to evaluate the community, based on best practices. This meeting shall be arranged by the proponents. During this site visit, every opportunity should be made to consult with the appropriate user groups and other relevant individuals and agencies in order to acquire sufficient and quality input into the coordinated development of the Project.

4.1.5 Reporting.

Upon completion of the site visit and consultation phase, the Proponent shall prepare and present an Interim Report to the Municipality containing the findings of the site assessment. Based on these findings, the Proponent shall present any recommended adjustments to the study for the approval of the Municipality prior to

commencement of further work. **(FYI – Not Applicable)**

Upon completion of the final report, the Proponent shall present the findings and recommendations to the Township of Community Name at an open forum. All formal reports shall be on 8 1/2" X 11" paper and to professional standards. One (1) copy of the Final Report shall be forwarded to the Municipality in MS Word on a compact disc and in hard copy. All PDF files utilized in the study will be included in the final document provided to the Township **(Applicable)**

The Proponent shall maintain communication with the Municipality throughout the contract. Copies of all correspondence shall be sent to the Municipality. **(FYI – Not Applicable)**

4.2 Scope of Service

Various elements are required for the successful completion of the Study, including:

1. Theory and Background
 - a. Review literature on community beautification and tourism development and promotion. Develop a list of best practices that can be used to evaluate the community and provide recommendations.
 - b. Review of programs available within the region, province and/or country to support community beautification. The final report should contain contact information and approximate costs (time, human resources, financial).
2. Community Evaluation
 - a. Conduct a site evaluation of the community
 - b. Site evaluation should be conducted utilizing a evaluation instrument derived from research.
 - c. Evaluation should include pictures.
3. Product
 - a. Develop a list of community beautification programs
 - b. Develop a list of recommendations for community beautification of the community that will lead to better promotion of the community and potentially greater retention of visitors.
 - c. Provide a CD of all materials used in the document.
 - d. Provide a summary of the "in kind" contributions made by the Proponent (i.e., keep track of hours committed to the project X number of students X University undergraduate student wage). Additional costs will include any material costs (phone, fax, photocopying, fuel, lodging and instructor costs – these will be provided to you).

In summary, the final strategy will provide the Township of Community Name with a strong research document, a completed evaluation of the community, recommendations for improvement and a CD of all supporting materials.

4.3 Price Proposal (FYI – NOT APPLICABLE)

4.3.1 Firm Pricing.

The total gross upset maximum price to perform the work outlined in 4.0 Requirements and Scope of Services is __\$0__. Moreover, a list of firm unit prices is required on the

potential items described in 4.3.2 Optional Additional Work.

Proposals must be firm for at least 30 days after the closing date. Prices will be firm for the entire Contract period.

Firm Contract costs are required:

- a) in Canadian dollars;
- b) inclusive of all travel, meal, accommodation and other costs;
- c) inclusive of duty, where applicable;
- d) FOB destination, delivery charges included where applicable; and
- e) exclusive of Goods and Services Tax.

4.3.2 Price Proposal Summary Sheet.

A detailed costing shall be submitted, including:

- Total Labour Cost (breakdown by staff type, hours, and hourly rates to be utilized).
- Total Disbursements (breakdown of rental, travel, living, printing, phone/courier, etc.).
- Total Task Costs (breakdown of task or work to be carried out).
- Total Subcontractor Costs (breakdown of cost, scope and extent of supply/service for each subcontractor).

Cost estimates should be presented in chart format.

4.3.3 Additional Work.

In addition to the core study identified above and pending the results of the Study, Proponents are to submit costs for the following optional additional work:

Additional Meetings. Attendance and presentations at additional meetings called by the Municipality may be required. Any additional work not outlined shall require written approval by the Municipality.

5.0 REQUEST FOR PROPOSAL PROCESS

5.1 Receipt Confirmation Form (FYI – Not Applicable)

Proponents are advised to fill out the attached Receipt Confirmation Form. All subsequent information regarding this Request for Proposals, including changes made to this document will be directed only to those Proponents who return the form. Subsequent information will be distributed by the method authorized on the Receipt Confirmation Form.

5.2 Enquiries

All enquiries related to this Request for Proposals are to be directed to the following person. Information obtained from any other source is not official and should not be relied on. Enquiries and responses will be recorded and may be distributed to all Proponents at the Township of Community Name's option.

Community Contact
Affiliation
Email:

5.3 Closing Date

One (1) complete copy of the **proposal** must be received by 4:00 p.m., local time on October 10th, 2008

Proposals must not be sent by facsimile or email. Proposals should be clearly marked with the name and address of the Proponent and “Community Beautification Study.”

5.4 Late Proposals

Late proposals will not be accepted and will be returned to the Proponent; a mark of zero will be given.

5.5 Project Implementation Team (FYI – Not Applicable)

Evaluation of proposals will be by the Municipality. The Municipality will be responsible for administering the Request for Proposal, Contract negotiation, supervising, coordinating and facilitating the various components of the Study deemed necessary by the Proponent in order to complete the Study on budget and on time.

5.6 Evaluation and Selection (FYI – Not Applicable)

The Municipality will check proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet the mandatory criteria will then be assessed against the desirable criteria. The Municipality’s intent is to enter into a Contract with the Proponent who has the highest overall ranking.

5.7 Negotiation Delay (FYI – Not Applicable)

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Municipality may, at its sole discretion at any time thereafter, terminate negotiations with the Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Proponents.

6.0 REFERENCES

The following references are listed as guidance documents and possible sources of appropriate information. This list is not complete and therefore, the Proponent shall ensure that all applicable references are consulted. Should more current versions of the references become available during the lifetime of the Contract, they shall take precedence and be referred to in subsequent work/reports. The Municipality will not make the references available to Proponents during Request for Proposals solicitation.

The Study shall contain reference to the following documents or sources of information:

- literature on community beautification, tourism development and promotion;
- community beautification programs
- Community Name History book
- Community Name Web site & Community Profile
- Promotional materials
- Library and Museum Visit
- Other associated references

7.0 PROPOSAL PREPARATION (FYI – Not Applicable)

7.1 Signed Proposals.

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and bind the Proponent to statements made in response to this Request for Proposals.

7.2 Alternative Solutions.

If alternative solutions and/or services are offered, please submit the information in the same format.

7.3 Irrevocability of Proposals.

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be deemed successful the Proponent will enter into a Contract with the Municipality.

7.4 Changes to Proposal Wording.

The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Municipality for purposes of clarification.

7.5 Working Language of the Town.

The working language of the municipality is English and all responses to this Request for Proposal must be in English.

7.6 Proponent's Expenses.

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Municipality, if any. If the Municipality elects to reject all proposals, the Municipality will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

7.7 Limitation of Damages.

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

7.8 Liability Disclaimers.

State any disclaimers under which the proposed Contract would be undertaken.

The Consultant shall use the appropriate system of measurement for calculations, drawings, specifications, etc.

Information, data, drawings, etc., gathered as part of the project shall be treated as confidential and shall be made available only to the Municipality, unless otherwise approved in writing.

Refer any queries about the project from the public, media or other to the Municipality.

8.0 ADDITIONAL TERMS (FYI – NOT APPLICABLE)

8.1 Sub-contracting.

- a) Using a sub-contractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful coordination of the Study components and this must be defined in the proposal.

- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Municipality's opinion, give rise to a conflict of interest in connection with this Study will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

8.2 Acceptance of Proposals.

- a) This Request for Proposal should not be construed as an agreement to purchase goods or services. The Municipality is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria. The Municipality will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

8.3 Definition of Contract.

Notice in writing to a Proponent of the acceptance of its proposal by the Municipality and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

8.4 Liability for Errors.

While the Municipality has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in the Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

8.5 Agreement with Terms.

By submitting a proposal the Proponent agrees to all the terms and conditions of this Request for Proposal. Proponents who have obtained the Request for Proposal electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

8.6 Modification of Terms.

The Municipality reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

8.7 Ownership of Proposals and Freedom of Information.

All documents, including proposals, submitted to the Municipality become the property of the Municipality. They will be received and held in confidence by the Municipality, subject to the provisions of the **Freedom of Information and Protection of Privacy Act.**

8.8 Use of Request for Proposal.

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

8.9 Confidentiality of Information.

Information pertaining to the Municipality obtained by the Proponent as a result of participation in this Study is confidential and must not be disclosed without written authorization from the Municipality.

8.10 Reciprocity.

The Municipality may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from an Ontario supplier.

9.0 SELECTED CONTRACT CLAUSES (FYI – NOT APPLICABLE)

9.1 Business Registration.

The successful Proponent will be required to register to conduct business in Ontario and to obtain a municipal business license.

9.2 Laws of Ontario.

Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

9.3 Arbitration.

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

9.4 Indemnity

The Proponent will indemnify and save harmless the Town, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Town at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Proponent or by any servant, employee, officer, director or sub-Proponent of the Proponent pursuant to the Contract excepting always liability arising out of the independent acts of the Town.

9.5 Insurance.

The successful Proponent shall maintain sufficient Public Liability Insurance and shall provide to the Town of Marathon proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as a minimum requirement the following:

- i) \$2,000,000 primary limits (or primary plus excess liability coverage equaling \$2,000,000 or greater) for both General Liability and owned Automobile Liability, coverage to include Bodily Injury, Property Damage and Products/Completed Operations; policies to be written on an occurrence basis.
- ii) \$1,000,000 coverage for Professional Liability Insurance against Errors and Omissions.
- iii) Certificates must provide for sixty (60) days' notice to the Town of Marathon in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
- iv) Certificates to name the Corporation of the Town of Marathon and any applicable Boards or Commissions as additional insured with respect to the work being performed.

The successful Proponent is required to protect its employees with WSIB coverage and a valid Certificate of Clearance indicating the project involved must accompany the first invoice for payment.

The Proponent shall be responsible for ensuring the health and safety of all personnel at the site and may be requested to submit its health and safety policies and/or procedures.

The Proponent agrees that if the Proponent fails to take out or keep in force any such insurance and should the Proponent fail to rectify the situation within seventy-two (72) hours after written notice by the Town, the Town has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Proponent which cost shall be payable on demand as additional rent.

9.6 Contract Administrator.

A Project Manager will be assigned by the Town to oversee the Contract and Project awarded to the successful Proponent. In addition, the Proponent will be expected to name a counterpart manager. The Proponent's manager will be responsible for providing required reports and correspondence to the Project Manager or a designate.

9.7 Compliance With Laws.

The Proponent will give all the notices and obtain all the licenses and permits required to perform the Study. The Proponent will comply with all laws applicable to the Study or performance of the Contract.

10.0 EVALUATION CRITERIA

The following criteria form the basis upon which evaluation of proposals will be made.

10.1 Mandatory Criteria.

The following are mandatory requirements. Proposals not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

10.1.1 Received by Oct 10th, 2008, no later than 4:00p.m. local time.

10.1.2 One (1) complete copy.

10.2 Desirable Criteria.

Proposals meeting the mandatory requirements will be further assessed against the following criteria:

10.2.1 Quality of Response.

- Proponent Study team.
- Qualifications of Proponent in the provision of the proposed services.
- ❖ Reference check – on time, level of satisfaction, etc.
- ❖ Creativity and overall proposal presentation.
- ❖ Level and depth of planning for the completion of the project.

10.2.2 Methodology Response.

- Depth of understanding.
- Approach to completing the Plan.
- Work plan and schedule presented.
- Research methodology.
- Public and user consultation strategy.

10.2.3 Extent of Services to be Offered.

- Description of all services to be offered.
- Services required of Four Town Economic Development Council or others.

Contract Price (FYI – NOT APPLICABLE)

- Price Proposal as per sections 4.3.1 and 4.3.2.
- Costs for Optional Additional Work as per section 4.3.3.

In order to receive full consideration during evaluation, proposals should include the following:

- a) A detailed scope of services to be provided.
- b) A description of how each task identified will be approached.
- c) A study critical path setting out timing.
- d) Members of the Proponent's staff including areas of responsibility with respect to the Study.

11.0 PROPOSAL FORMAT

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Title Page, showing Request for Proposal title, Proponent's name and address, Proponent's telephone number, and a contact person.
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, i.e., the "Proponent Response".
- e) Any additional information.

12.0 PROPONENT CHECKLIST (FYI - NOT APPLICABLE)

This checklist has been provided for the convenience of the Proponent. Its use is not mandatory and it does not have to be returned with the proposal. The Receipt Confirmation Form should **not** be returned upon receipt of the Request for Proposal.

- ✓ The requirements of the Request for Proposal have been read and understood by everyone involved in putting together the proposal.
- ✓ The proposal addresses everything asked for in the Request for Proposal.
- ✓ Every care has been taken to ensure the proposals are at the closing location in plenty of time, as late proposals will be rejected.
- ✓ The proposal meets all the mandatory requirements of the Request for Proposal.
- ✓ The proposal is being delivered by hand, courier, or mail, as faxed proposals are not accepted.
- ✓ The Proponent's name and the Request for Proposal title appear on the proposal envelope.