



**THE CORPORATION OF  
THE TOWNSHIP OF TERRACE BAY**

**REQUEST FOR PROPOSAL 01-2020  
MUNICIPAL SERVICE DELIVERY REVIEW**

Issued: June 1, 2020  
Closing Date: June 15, 2020  
Closing Time: 4:00PM Terrace Bay Local Time

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## **1 INTRODUCTION**

Proposals are requested from qualified and experienced consultants for the provision of conducting a service delivery review for the Township of Terrace Bay.

Terrace Bay is located approximately 219 km (by highway) northeast of Thunder Bay and 481 km (by highway) west of Sault Ste. Marie, and along the Trans-Canada Highway (Ontario Highway 17). Terrace Bay is a unique town right from the beginning of its creation. Terrace Bay is a planned community that is approaching 75 years of age. Terrace Bay is a single industry community that has been attempting to diversify its economy for the past 25 years due to its dependence on the forestry industry. The Tourism sector has been a major focus of this community's economic diversification due to Terrace Bay's geographic location (located on Highway #17 and on the shore of Lake Superior). The population is approx. 1700 according to the 2016 census.

Terrace Bay has developed numerous tourist attractions (Aguasabon Gorge and Falls, Tourist Information Centre, Hiking Trails, Snowmobile Trails, Terrace Bay Beach, Aguasabon Golf Course, Trestle Ridge Ski Hill, Terrace Bay Downtown and Lighthouse) including several tourism products and services that support these attractions and the community's efforts for economic diversification.

Terrace Bay has been recognized by numerous organizations in its past efforts to create an ever expanding tourism economy in our community: Northern Ontario Business "Entrepreneurial Community of the Year-2010, North of Superior Travel Association "Tourism Innovator of the Year-2010 and "Best Municipal Marketing Program-2011" more recently Terrace Bay was recognized by Lake Superior Magazine 2017 readers as the "Best Family Destination", "Best Tourist Information Centre" and "Best View of the Lake".

The Township of Terrace Bay wants to continue to develop its economic diversification with the Terrace Bay Beach Waterfront Development Project. For over two decades, since the beginning of Parks Canada's National Marine Conservation Area Proposal (1995), the Township of Terrace Bay has been working on and planning this exciting regional tourist attraction.

The Township of Terrace Bay has a five-member Council. Council meetings are held twice a month on the first and third Mondays. The most recent Strategic Plan was passed in 2019 to run from 2019-2022 and beyond. The Township's Official Plan and Zoning Bylaw were passed in 2015 and 2016 respectively. The municipality runs under a Chief Administrative Officer model with a Senior Management Team that oversee a permanent staff of approximately 20. The Township has 44 budgeted departments each tasked to 1 of 4 managers:

- CAO/Clerk
  - Treasurer/Deputy Clerk
  - Public Works Superintendent
  - Community Development Supervisor
  - Special Projects Coordinator

The Township has the following facilities or amenities:

- Public Works Garage
- Water Treatment Plant
- Sewage Lagoons
- Cemetery
- Landfill

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- Community Center
  - Arena
  - Bowling Alley
  - Curling Club
  - Indoor Racquet Courts
  - Fitness Gym
- Outdoor Pool
- Outdoor Tennis Courts
- 4 parks with playgrounds
- Cultural Center
  - Gymnasium/Hall
  - Library
  - Seniors Center
- Fire Department
- Tourist Information Center
- Terrace Bay Beach
  - Beach House (construction)
  - Docks and Boat Launch
- Aguasabon Gorge
- Lighthouse Attraction

### 1.1 Available Information

The following documents will be made available on the Township's website or emailed directly to the successful proponent, provided an RFP is accepted by Terrace Bay. These documents along with any other documents requested by the successful proponent will provide background information on the Township's operations, long-term goals and strategic outlook.

- Terrace Bay Official Plan
- Township of Terrace Bay Strategic Plan (2015-2018)
- Township of Terrace Bay Strategic Plan (2019-2022)
- All policies of Council
- Any relevant regulatory bylaws

## 2 OBJECTIVES

### 2.1 General

This RFP is to establish a contract between the Township of Terrace Bay and a qualified Consultant to conduct a municipal service delivery review. The Township of Terrace Bay wishes to evaluate and analyze the services it delivers and determine what changes (if any) and improvements need to be made.

## 3 TERMS OF REFERENCE

### 3.1 Scope of Work

The purpose of this Township of Terrace Bay Service Delivery Review RFP is to undertake a thorough evaluation of all Township programs and services, both core and otherwise.

The Township understands that there are a variety of approaches that can be used to undertake a municipal service delivery review. The selected proponent, therefore, should be able to determine which approach or series of approaches would be best suited to meet the needs of the Township, enabling the Township to establish and realize its service delivery goals. Generally, the Township is looking to answer some basic questions the list provided below is for reference and not meant to be exhaustive:

- Do we really need to continue to be in this business/service?
- What do citizens expect of the service and what outcomes does council want for the service?
- How does current performance compare to expected performance?
- Do the activities logically lead to the expected outcomes?
- How is demand for the service being managed?
- What are the full costs and benefits of the service?
- How can benefits and outputs of the service be increased?
- How can the number and cost of inputs be decreased?
- What are the alternative ways of delivering the service?
- How can a service change best be managed, implemented, and communicated?

Proponents are requested to provide detailed information on options for community and staff consultation as part of their proposal. Community and employee consultation into the service delivery review will be determined by Council concurrently with the selection of a qualified consultant, provided an acceptable proposal is received by Terrace Bay, at its sole discretion, based on the information and recommendations as contained within the successful proposal.

Previous strategic plans and other relevant materials (policies, bylaws, financial documents) will be provided and/or accessible to the proponent as background information. The final report on the service delivery review should include methods (including strategy and specific actions, with first steps) to accomplish the any of the consultant's recommendations following the review of Township services. It is important that the include a summary of critical issues and any obstacles (known or perceived) facing the Township of Terrace Bay in its efforts to realize any changes in service delivery following this exercise.

Each Proponent, by submitting a Proposal, represents that the Proponent has read, completely understands, and accepts the terms and conditions of this RFP in full and agrees that should its Proposal be successful, and accepted by Terrace Bay, in its sole discretion, the Proponent will enter into a service contract with the Township of Terrace Bay, the terms of which shall be negotiated between Terrace Bay and the successful proponent.

## **4 PROPOSAL EVALUATION CRITERIA**

### **4.1 Review Committee**

The CAO/Clerk will determine the which administration staff will form part of the review committee and Council will appoint no more than (2) two members to review submissions. Following review, the CAO/Clerk will prepare a recommendation report to Council with respect to the approval of the successful Proponent and award the contract.

### **4.2 Evaluation Criteria**

All Proposals will be evaluated by Terrace Bay in its sole discretion. Each Proponent will be evaluated by the Municipality on the basis of the information provided by the Proponent in its Proposal. Each Proposal will be reviewed to assess compliance with the requirements set out in this RFP. Evaluation results will be the property of the Municipality. The Municipality does not intend to disclose details of the evaluation results under any circumstances.

## **5 SUBMISSION FORMAT**

### **5.1 General**

Forms to be submitted with the Proposal must be completed in their entirety. All entries shall be clear and legible and made in a non-erasable medium and signed in ink.

Submissions may be emailed to [cao@terracebay.ca](mailto:cao@terracebay.ca) or provided via other electronic means – downloadable link or memory stick mailed to the contact below. The onus is on the proponent to ensure that the documents are submitted correctly.

Proposals must include and repeat the same headings as listed and topic sequence:

### **5.2 Experience, Qualifications, Project Management**

- a) Provide an overview of the company history including past project samples. State the length of existence and types of services offered. Identify the technical details that make the Proponent uniquely qualified for this work.
- b) Information is required of the makeup of staff including skills and qualifications. Identify key individuals that will be working on projects by name and title. Resumes of key personnel to be performing planning functions for the Township, including education and professional certifications should be included.
- c) Demonstrate experience providing similar service delivery analysis to Northern Ontario municipalities.

### 5.3 Budget and Cost

- a) Each proposal should include an outline of the fee structure, including hourly rates for senior members, junior members, and all other employees whose services may be billed to the Township. Charges for specific services or disbursements are to be identified. In the description of the fee structure please indicate both in-house (municipal) rates for each staff member that may be working on each file, in addition to standard rates for recoverable fees for each member of the firm, where applicable.
- b) In the submission, please identify whether the firm will charge for travel time to the Municipal Office (or other relevant locations), and if so, provide details of what rates will apply in these circumstances.
- c) Please include a description of the method of accounting for time and expenses, as well as preferred schedule(s) and method of payment.

### 5.4 References

- a) A minimum of three references, two of which must be from the Ontario municipal sector. References should refer to recent or current projects or contracts of a similar type, scope and magnitude as that to be undertaken on behalf of the Township. Each reference should include: the name of the organization/ municipality, a contact name, address and phone number, and a brief description of the work performed, including the duration of the project. The Township of Terrace Bay may contact any or all the references provided in its evaluation of the proposal.

### 5.5 Submission General Conditions

#### 1) Disqualification

The Township reserves the right to reject any or all proposals. Failure of the Proponent to satisfy any term or condition of this RFP may result in the rejection of said Proposal. Further, any incomplete proposals, qualified proposals, proposals not properly signed/dated, proposals received after the closing date/time, proposals completed in pencil, proposals with incomplete calculations, and proposals lacking required information will be rejected as incomplete.

#### 2) Examination of Documents

Each Proponent must satisfy himself or herself by a personal study of the RFP documents, by budgetary calculations, and scope of work, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Prices must include all incidental costs and the Proponent must be satisfied as to the full requirements of the RFP.

#### 3) Addenda

If the Township determines that an amendment is required to this RFP, the Township will send an electronic copy of the written addendum to each proponent that submits a proposal.

#### 4) Proposal Withdrawal or Replacement

Any Proposal may be withdrawn prior to the scheduled time for Proposal Closing by submitting written notice to the RFP contact. Replacement Proposals are welcome until the Proposal Closing.

#### 5) Amendments to Proposals

Proposals may be amended in writing and delivered to the closing location before the closing time. Such amendments should be signed by the authorized signatory of the Proponent and hand delivered to the CAO/Clerk.

#### 6) Clarification of Submissions by the Municipality

To assist in the examination, evaluation and comparison of submissions, the Municipality may, at its discretion, ask the proponent for clarification of its submission. The request for clarification and the response shall be in writing and no change in substance of the submission shall be sought, offered or permitted.

## 6 SUBMISSION INSTRUCTIONS

### 6.1 Address for Submission of Proposals

Proponents are to an electronic copy of their proposal, clearly identified as to the contents or identified in the subject line of the email and addressed to:

PROPOSAL SUBMISSION FOR:

**Terrace Bay Service Delivery Review**  
**The Corporation of the Township of Terrace Bay**  
[cao@terracebay.ca](mailto:cao@terracebay.ca)  
**ATTN: Jonathan Hall, CAO/Clerk**  
**P.O. Box 40, 1 Selkirk Avenue**  
**Terrace Bay, Ontario, Canada P0T 2W0**

### 6.2 Closing Time for Submission of Proposals

Proposals must be received no later than 4:00pm local time (EST) on June 15, 2020

### 6.3 Inquiries from Proponents

Proponents are to direct all inquiries (in email only) to:

Jon Hall, CAO/Clerk  
Township of Terrace Bay  
Email: [cao@terracebay.ca](mailto:cao@terracebay.ca)

## 7 PROPOSAL AWARD

The Corporation of the Township of Terrace Bay reserves the right to accept or reject any or all proposals. There shall be no obligation of Terrace Bay to proceed with work set out in a Proposal, if accepted, until an Agreement is executed by the Township and the Successful Proponent. Any proposals prepared in response to this RFP shall be prepared at the cost of the proponent.

The successful proponent, if any, will be notified by the Township via email.

## 8 GENERAL TERMS AND CONDITIONS

### 8.1 Confidentiality

Material provided to Proponent by the Township must be kept confidential (unless already identified as public documents) including records and information relating to this work. All correspondence, documentation, and information provided by the Township to the Proponent in connection with this RFP, or the acceptance of any proposal, remains the property of the Township. All documents shall be subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). Any documents and information provided to the Proponent by the Township shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related commitments.

### 8.2 Conflict of Interest

In its Proposal, the Proponent shall disclose to the Township any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Township may, at its discretion, refuse to consider the Proposal. If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the Township. If the Township requests, the Proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

### 8.3 Costs Incurred by Proponents

All costs and expenses incurred in the preparation and submission of proposals shall be borne by the Proponent. No payment will be made for any proposals received, or for any other effort required of or made by the Proponent prior to the commencement of work defined by the proposal approved by the Township. There shall be no direct payment for the preparation and submission of Proposals, or to attend interviews in response to this Request for Proposal.

Every effort will be made to accommodate interviews by conference call and/or Skype where appropriate to minimize any related costs to the Proponent.

### 8.4 Errors and/or Omissions

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendation is required. Minor items not herein specified, but obviously required,

shall be provided as if specified. The Proponent shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this proposal shall not relieve a proponent of the responsibility of providing the required services.

## 8.5 Influence

Proponents and their agents will not contact any member of the Township Council or Township Staff with respect to this RFP, other than the Township Representatives as named within this document. Any person, company, corporation, or organization that attempts to influence the outcome of any Township purchasing or hiring process shall be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension from this or other works with the Township.

## 8.6 Indemnity

The successful proponent, if any, will indemnify and save harmless the Township of Terrace Bay, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Township at any time or times, 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 successful proponent, or by any servant, employee, officer, director or subcontractor of the successful proponent pursuant to the contract executed by the Township and the successful proponent, if any.

## 8.7 Insurance

The contract may contain a provision that the successful proponent, if any will without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of Ontario and in the forms and amounts acceptable to the Township. All required insurance will be endorsed to provide the Township with thirty (30) days advance written notice of cancellation or material change. The contractor will, on demand, provide the Township with evidence of the required insurance.

## 8.8 Non-Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Township discovers there has been a breach of this requirement at any time, the Township may not consider a proposal or execute an agreement with the successful proponent, if any.

## 8.9 Assignment of Agreement

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Municipality.

## 8.10 Ownership of Proposals and Freedom of Information

All proposals submitted to the Township become the property of the Township and as such are subject to disclosure under Ontario's *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). By submitting a proposal, the proponent agrees to public disclosure of its contents as required under this Act. The Proponent's name at a minimum shall be made public on request. Any information the Proponent considers "personal information" because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the Act.

## 8.11 Accessibility

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

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public. The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the *Accessibility for Ontarians with Disabilities Act, 2005* as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.