

REQUEST FOR PROPOSAL
Community Services Department
Consulting Services for the Development of a
Community Services Strategic Plan

RFP No. CS-02

Please submit complete proposal using the attached forms,
quoting the above proposal number and closing date; and forward before
3:00 p.m. local time, **Monday December 19, 2011** to:

The Corporation of the City of Summerside
City Hall Financial Services
275 Fitzroy St.
Summerside, PEI
C1N 1H9



Submissions must be received in accordance with the attached RFP forms,
Specifications, Instructions to Vendors, and Standard Terms and Conditions.

Contact:

Mr. Bobby Dunn
Director of Community Services Department
City of Summerside
511 Notre Dame Street, Summerside, PE C1N 1T2
Telephone 902-432-1285 / 902-432-1234 / Fax 902-436-4596
<http://www.city.summerside.pe.ca>

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A. THE PROJECT AND PROPOSALS

1.0 INTRODUCTION

The Corporation of the City of Summerside, herein referred to as “the City”, Community Services Department, invites proposals from professional firms interested in the provision of consulting services for the development of a Community Services Strategic Plan. The Proposal must meet all the requirements outlined in this document for the Community Services Strategic Plan. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible.

2.0 TERM OF THE PROJECT

The completion date for the work is set for **June 14, 2012** as per the attached terms of reference for the Strategic Plan. The City of Summerside reserves the right to cancel the contract at its sole discretion based on sixty (60) days notice.

3.0 RFP SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City of Summerside reserves the right to modify any or all dates at its sole discretion

Release of RFP:	November 17, 2011
Deadline for Submitting Questions:	December 5th, 2011
Deadline for Responding to Questions:	December 13th, 2011
RFP Closes:	December 19th, 2011 by 3:00 pm
Final Selection and Notification:	January 19th, 2012

4.0 PROJECT AUTHORITY AND INVOLVEMENT

This RFP is administered by the Director of Community Services reporting to the Chief Administrative Officer (CAO). All inquiries regarding this RFP must be directed as specified in Section A – 6.0 herein.

5.0 PROJECT STAKEHOLDERS

The decision making authority rests with the Corporation of the City of Summerside.

The following parties are stakeholders in this Request for Proposal:

City of Summerside Mayor and Council
City of Summerside Chief Administrative Officer
Director of Community Services
Director of Financial Services
Planning Coordinator
Director of Economic Development

6.0 INQUIRIES

Any clarification of this document or request for additional information must be received by 3:00 p.m. Monday **December 5th, 2011** in writing, by fax or email to:

Mr. Bobby Dunn
Director of Community Services
City of Summerside
511 Notre Dame St.
Summerside, PEI
C1N 1T2
902-432-1285
902-436-4596 (fax)
bdunn@city.summerside.pe.ca
www.city.summerside.pe.ca

If necessary, a written addendum will be sent to all proponents. Should any proponent find discrepancies in, or omissions from the specifications, or should a proponent be in doubt as to their meaning, they must notify the staff contact indicated in this section in order to obtain clarification.

No notation calculated or intended to change or alter the above context in respect of specification(s), delivery, terms, conditions, etc., shall be made to the herein form by any proponent. All points as may be intended to reflect changes as herein referred shall be clearly set out in a separate letter, which shall be appended hereto.

7.0 PROPOSAL CONTENT

Each Proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the services required as well as a clear statement as to the actual total price, including the following:

Submissions shall include the legal name and form of the firm(s), a company profile(s), specify the parent company if applicable, including years in business, an overview of the experience of the firm(s) in providing similar services or goods to the public sector, and any other relevant information about the responding firm(s).

Evidence of insurance on an appropriate form/ certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract to the City of Summerside by fax 902-436-4596 to the attention of Mr. Bobby Dunn or scanned document e-mail to bdunn@city.summerside.pe.ca.

A current WCB Clearance certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract. Current clearance certificates shall be faxed to 902-436-4596 to the attention of Mr. Bobby Dunn or scanned document e-mail to bdunn@city.summerside.pe.ca.

A copy of your health and safety policy.

Section E –Contact Information and Reference Chart. A minimum of three professional/client references.

An outline of the personnel that will be managing and assigned to the project work with a brief description of their background and experience.

8.0 EVALUATION OF PROPOSALS

A bid submission review committee will be established to evaluate bid submissions. The bid submission review committee will consist of: CAO, Director of Community Services, Director of Financial Services, Director of Planning, and Director of Economic Development.

Project submissions to be evaluated based on the criteria as set out in Table 1 below.

Table 1 – Evaluation of Submissions

Evaluation Criteria	Weighting
Innovative approach to project – 10% Methodology and process and collaborative nature – 10%	20%
Understanding of project goals and objectives as demonstrated by: <ul style="list-style-type: none"> • Knowledge of City/Community & Corporation – 15% • PEI with Disabilities Act adherence – 5% • Knowledge of Seniors needs/wants – 5% 	25%
Expertise and demonstrated results from similar projects - 10% Demonstrated knowledge of relevant policies and legislation - 10%	20%
Clarity & completeness of submission	5%
Price submission for project	30%
Total:	100%

9.0 SUBMISSION OF PROPOSALS

Submissions in sealed envelopes, clearly marked **RFP No. CS-02**, will be received no later than **3:00 p.m. local time, Monday December 19th, 2011**, and shall be addressed to the **Director of Financial Services, 275 Fitzroy St, Summerside, PEI, C1N 1H9**.

Submissions will be received by the staff person designated by the City at the City Office counter no later than the time and date stated in this section.

To receive consideration, proposal documents must be received prior to the specified time of closing. Proponents are solely responsible for the method and timing of delivery of the proposal documents. Failure to comply with proposal submission requirements may result in the rejection of the proposal. No proposal documents may be withdrawn after closing. Prior to closing, RFP's may be withdrawn only upon written request signed by an authorized officer of the company.

B. PROJECT REQUIREMENTS

The City of Summerside is seeking proposals from qualified and professional consulting firms to work with the City in the development of a Community Services Strategic Plan that will allow the City to strategically manage the direction of Community Services until 2017. See attached Appendix A to this document which contains further Study Considerations, Drivers of the plan, and additional background information for the Community Services Strategic Plan.

1.0 INTRODUCTION

The Corporation of the City of Summerside Community Services Department, invites RFP proposals from professional consultant firms and consortiums interested in the fulfilling the terms of reference for the Community Services Department Strategic Plan.

The Proposal must meet all the requirements outlined in this document and appendices. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible.

2.0 BACKGROUND OF THE PROJECT

This RFP for the development of Community Services Department Strategic Plan will be administered by the Director of the Community Services Department. The City is looking for an innovative approach to community services planning that will be demand driven and will strategically integrate the City's mandates concerning recreation, leisure, parks, and events while at the same time ensuring the priorities and implementation directions are fiscally appropriate for the City of Summerside. The Strategic Plan will allow the City to guide and manage the direction of recreation and leisure services, programs, events, parks, open spaces, facilities and amenities. The plan will provide a strategy and direction which maps the Community Services Department's goals and strategic initiatives. The City will look for an approach that has regard for the provision of environmentally sustainable, accessible parks and recreation facilities, programs and services that will meet the dynamic needs of the City. Specifically, the plan will address:

- The types of recreation, special events, leisure programs, facilities, parks and venues that are required;

- Where these services, facilities, parks, events and amenities should be provided;
- When these services, facilities, parks, events and amenities will be required;
- How the services, facilities, parks, events and amenities can be funded.

Ideally the process would deliver 5-7 major goals/priorities for the department, with 5 - 7 strategic initiatives attached to each goal/priority. Subsequently, strategic tasks (measurable and achievable) would be assigned to each strategic initiative.

3.0 PROJECT COSTS

The total cost of the Project will be one (1) of the criteria in the consultant team selection process. The total cost of the Community Services Department Strategic Plan shall not exceed **Forty-five Thousand Dollars (\$45,000.00)**. Proposals with fees in excess of the anticipated costs require a clear explanation outlining the rationale for increasing the cost.

The contract between the City of Summerside and the consultant team shall specify the Project cost for the Community Services Strategic Plan. The cost shall be considered an upset figure which should not be exceeded. Further in this regard, please note the following:

- 3.1 The cost of advertising, room rentals and refreshments required for meetings open to the public in the context of the public consultation process and the City of Summerside consultation process will be paid by the City of Summerside. The City of Summerside will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.
- 3.2 The cost of any presentation support materials, exhibits and Project products will be the responsibility of the consultant team.
- 3.3 The Proposal must outline all costs associated with supplying the identified services. The total price must fall within the budgeted finances and be stated clearly at the outset. Final selection will be subject to successful contract negotiations with the preferred consultant team.

No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. Any “scope” changes stated are for proponent’s information only and will be used for tabulation and presentation of proposal, and the City reserves the right to increase or decrease the scope as required.

4.0 PROJECT ADMINISTRATION / PROJECT SUPERVISION

Project Lead and Main Contact: Bobby Dunn, Director of Community Services Department.

5.0 OVERALL OBJECTIVES

The overall objectives of the Strategic Planning process are to:

Create a 'vision' for the delivery of community services, which is aligned with Council's priorities and reflects the uniqueness of the Summerside community.

From the "vision", create a "mission statement" that will provide guidance to the Community Services Department allowing staff and the Department to reach or create their vision.

From the "mission statement" create a set of "values" to be utilized by staff and facility/park/program clientele in the delivery of services and use of City facilities and parks.

Infuse the principles of sustainability, health-related benefits, accessibility and integration into the development of the vision, mission statement, values and delivery of community services and programs.

Evaluate the inventory of community services, programs, events, and facilities currently offered by the City.

Assess the strength, weaknesses, opportunities and threats facing the City's community services system.

Identify and assess the unique needs and wishes of the general public, industry/commerce and community partner organizations, visitors and emerging societal trends.

Enhance community cooperation and partnerships in the planning and delivery of services, events, and programs.

Promote active living and increased physical activity through active transportation and physical recreation among all age groups and segments of the community.

Enhance volunteer opportunities and participation.

Enable a higher level of community branding and marketing due to a stronger sense of community.

Enhance the overall community quality of life and place.

Encourage entrepreneurship and innovation.

Identify specific ways in which Summerside Community Services plan can link with tourism and economic development.

Identify potential partnerships/ collaboration projects with neighboring municipalities, and City of Summerside.

5.1 PROGRAMMING OBJECTIVES

Specific programming objectives for the Strategic Planning process are to:

Assess community and neighbourhood strengths, weaknesses, opportunities and threats to the delivery of recreation, events, and leisure services.

Determine if the current mix of services and programs (public, private and not-for-profit) that are currently available to residents of Summerside is balanced, accessible and appropriately addresses the current and future needs of the residents of this community and our many visitors.

Determine where/if the City should develop services, programming and facilities in areas such as, but not limited to the following: children, youth, females, families, seniors, and people at risk, community engagement, special needs, direct programming, facility allocation and partnerships.

Develop and assess delivery and programming options, including current large scale events such as New Year's Eve, Islander Day, Canada Day, Lobster Carnival, and Harbourfest, recommending preferred options and rationale for same.

Develop goals and objectives for the provision of facilities, programs, events, and services for the short, medium and long term.

Assess and make recommendations regarding the current organizational structure, staffing capacity, resource allocation and sources of funding to achieve the desired goals and objectives of the plan.

5.2 RECREATION FACILITIES OBJECTIVES

Objectives for recreation facilities are to:

Provide direction on existing municipal facilities including outdoor sport, recreation, and leisure facilities, their future development and redevelopment options.

Evaluate facility location and design in relation to demographic/cultural requirements over the life of the plan.

Assess the merits of partnership opportunities with community groups and organizations (i.e. school boards, City of Summerside and community and neighbourhood groups).

Develop standards for outdoor recreational facility development.

5.3 PARKLAND OBJECTIVES

The objectives of the planning process for parkland and open space are to:

Evaluate the existing inventory of parks, open spaces and recreational facilities based on a shift toward multi-use, multi-purpose experiences.

Determine the need for parks, open space and facilities based on current demographics and population growth.

Review the current municipal park and open space system and determine future development and redevelopment options based on equitable geographical distribution. Determine a viable parkland hierarchy and rationalize the suitability of uses by park hierarchy (i.e. what is suitable in a parkette, a neighbourhood park or community park).

Review leading practices for parkland and open space acquisition, disposal and consolidation in comparable sized municipalities and recommend the methodology that best fits Summerside based on its future needs, trends, demographics and operational abilities.

Examine and predict the impact of trends in parkland development based on the existing parks inventory.

Review the City's active transportation needs and recommend short, medium and long-term strategies to improve active transportation in the community.

6.0 ASSUMPTIONS

The following is a list of general assumptions related to the Proposal submission and the undertaking of this Project following contract award:

Taxes: All bidders are responsible for determining whether Provincial Sales Tax (PST) applies to their fees and that PST, if applicable, is to be included in their total quoted amount. Goods and Services Tax (GST) should not be included in their quote.

Submissions shall be irrevocable for one hundred-twenty (120) days.

The consultant team will and can provide all services specified in Section B of this RFP.

The City of Summerside can rely on the consultant team's knowledge of provincial safety regulations and labour laws.

The consultant team will provide such additional insurance coverage as set out in Section F of this RFP.

In addition to the Commercial General Liability and Automobile coverage's specified in Section C, Part 18, proof of Error and Omissions coverage is also required.

7.0 RESOURCE REQUIREMENTS

Consultant Resources

Proponents must detail any resources they will provide and require as part of the Proposal. This includes all resources; third party consultants or sub-contractors including City of Summerside resource requirements that are assumed to be outside those requirements defined in the document.

Available City Resources

1. Make available within a reasonable time and with reasonable notice, staff required for interviews to collect information.
2. Make available for viewing and possible copying all appropriate information, mapping, and documentation relevant to the Project. The City will have the sole discretion in determining which information is appropriate to be copied and given to the consultant team. The said consultant team is responsible for verifying the accuracy of all information provided by The City.
3. The cost of any advertising, room rental and refreshments required for meetings open to the public. The City will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.

There are some pertinent documents, reports, as well as other resource materials that may be relevant to the creation of the Community Services Strategic Plan. **For a complete catalogue of this information, please refer to Appendix 'A' to this RFP.**

8.0 MILESTONES AND RESULTS

The Department proposes that the Strategic Plan project be comprised of 3 phases. The approach described below is open for discussion and may be modified if the consultant

felt other approaches would better meet the desired outcome. The proposed elements are included within the phases listed below.

Phase 1 – Project start-up, information gathering and consultation process. Includes engagement planning, planning workshop(s), interviews with staff, internal, external & community stakeholders. Contains review of background information, demographics, current & future trends, community inventory, services, programs, events, and facility needs. Concludes with an assessment of current and future demands for Community Services. Update to Council – Interim report #1.

Phase 2 - Includes recommended service delivery options and discussion ensuring alignment with developed vision, mission statement and value system. Services provision methods, processes, strategies including budget requirements and financing options, partnerships, community and stakeholder consultation. Update to Council – Interim report # 2.

Phase 3 - Concludes with directions & priorities, draft report, public review/open house(s), final report – Strategic Plan.

The proposed timeline for the phases is indicated in the Proposed Timeline Phases below, and is subject to further input from consultants. They are indicative of an update to Council through an interim report and discussion paper. During Phase 3, a draft and final report will be provided. Actual dates to be determined in consultation with staff.

Proposed Timeline Phases:

1. Winter 2012	Project Start-up/Consultation
2. Winter/Spring 2012	Update to Council – Interim Report
3. Spring/Summer 2012	Draft Report/Final Report - Strategic Plan

9.0 ROLES & RESPONSIBILITIES

1. Consultant

The Consultant's role will be to develop a Strategic Plan process and deliver a Strategic Plan for Community Services collaboratively with the Community Services Department that incorporates the required elements of both the process and deliverables. The Consultant will also be open to incorporate any further items that may be identified throughout the proposed process, as may be received by a consultant as part of what they propose is necessary to properly deliver the product needed.

Consultant firm's responsibilities are to:

Assign a team of individuals with the required skills and expertise to deliver on the project goals and objectives;

Conduct and complete the work elements as identified within this document;

Work with assigned City staff in a collaborative and supportive fashion to support skill development opportunities for staff assigned to the project;

Complete the work elements as outlined in the Key Objectives of the Terms of Reference;

Design and conduct public input sessions with support of Department staff as needed or required;

Develop and deliver a project process and document that meets project goals, objectives

and deliverables;
Provide monthly updates to the project leads;
Provide comprehensive, innovative and collaborative opportunities throughout the process;
Ensure public, stakeholder, Department and Corporate management, and Council involvement in the Strategic Plan process and development of recommendations;
Provide draft and final versions of the Strategic Plan document in accordance with Section B 8;
Provide progress reports, discussion papers, draft and final versions of the Strategic Plan document in accordance with the Terms of Reference;
Draft appropriate advertising and communications as needed for the project;
Meet project timelines;
Provide itemized project invoices in a timely fashion not less than bimonthly; and
Not to exceed cost for project.

2. Community Services Department

The Department's role is to direct and participate in the Strategic Plan process and deliver a Strategic Plan for Community Services that meets the project goals and objectives.

The Department's responsibilities are to:

Identify Project Lead;
Assign staff as required to help meet project goals and objectives;
Provide background materials and data as needed and available;
Provide rooms and facilities for meetings, consultations, open houses, focus groups, etc;
Provide current contact information for stakeholder groups, including City Committees and Boards;
Provide a webpage for ongoing communication vehicles as needed for the project;
Provide advertising and communication vehicles as needed for the project;
Meet timelines necessary to achieve project goals and objectives;
Consult with the Committee of the Whole of Council to receive ongoing input and comment as the plan develops; and
Draft appropriate advertising and communications as needed for the project

10.0 INTERIM AND FINAL REPORTING

The successful consultant team shall provide, on a monthly basis, a written status report and an accompanying detailed invoice to the contact in the Community Services Department. The update must include an outline of the work completed to date, work completed since the last update, and a discussion of how the project is proceeding including any unexpected difficulties. A 'face-to-face' status meeting between Community Services Department staff and the said consultant team will occur as required. The City of Summerside reserves the right to determine interim and final reporting requirements during the term of the contract as the process unfolds to address specific ongoing needs.

11.0 PRODUCT DELIVERY

1. Delivery date for the Community Services Strategic Plan is **June 14, 2012**.
2. All documents, maps, plans and documentation developed during the Strategic Plan project become the property of the City of Summerside.
3. All documents, maps, plans and submissions to the City of Summerside will be provided in digital format suitable for reproduction purposes, and will be owned by the City of Summerside.

All reports, discussion papers and other submissions as required are to be provided to the City of Summerside in the following way; requisite number of bound copies and 1 unbound version and 1 electronic version on CD –ROM.

Final report - (15 hard copies, one unbound, and 3 copies CD–ROM).

Executive Summary Document (15 copies, one unbound, and CD Rom).

Final presentation of report, through PowerPoint Presentation, to City Council.

2.0 FORMAL CONTRACT

If a preferred consultant team is ultimately selected for service delivery, the said consultant team shall be prepared to enter into a contract satisfactory to the City of Summerside that will allow the City the use of concepts, products, processes produced or resulting from the services rendered by the consultant team in connection with the Project or which are otherwise developed or first reduced to practice by the consultant team in the performance of the services for this Project. This Proposal shall constitute part of the terms and conditions of the contract award.

C. GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

1. Improper Delivery.

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.

2. Signing Requirements.

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.

3. Applicable Law.

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:

PEI Occupational Health and Safety Act, proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the City is relying on this warranty in its decision to award the contract to the proponent,

4. City Not Liable for RFP Costs.

The Corporation of the City of Summerside is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

5. Required Warranties.

Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;

- i. The prices in this Proposal have been arrived at independently from those of any other submitter of a proposal.
- ii. The prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor.
- iii. No attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition.
- iv. This proposal is in all respects fair and without collusion or fraud.
- v. There has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. All materials and/or services proposed to be supplied to the Corporation of the City of Summerside conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the proposal is:
 - a. Competent to perform the work described in this RFP ["the work"];
 - b. Has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
 - c. Shall supply everything necessary for the performance of the work;
 - d. Shall carry out the work in a diligent and efficient manner;
 - e. Ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP.

ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the City of Summerside as part of any contract arising from this RFP.

x. The submitter confirms that the price proposed is an upset limit above which the City is not required to pay.

6. No Obligation to Contract.

Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the City of Summerside. Submissions constitute offers which the City may or may not accept on its sole discretion. The Corporation of the City of Summerside further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the City of Summerside also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the City of Summerside further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the City. The City of Summerside reserves the right to include consideration of any outstanding claims against or by the City, any record of poor performance with the City and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the City.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the City of Summerside and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the City of Summerside including but not limited to those set out herein. The City reserves the right to reject an offer to supply goods and services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the City may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the City.

7. Contract Payments.

Unless otherwise specified, should the Corporation of the City of Summerside enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the City of Summerside, or the date on which the invoice is received, whichever is later.

8. Limitation of Liability.

Unless otherwise agreed, should the Corporation of the City of Summerside enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the City of Summerside harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the City, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the City.

9. Dispute.

In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the City of Summerside, the decision of such agent as the Corporation of the City of Summerside may appoint will be final and binding.

10. No Assignment.

Unless otherwise agreed, should the Corporation of the City of Summerside enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Corporation of the City of Summerside, assign or subcontract any aspect of the Project or the deliverables.

11. Fit for Use.

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

12. No Implied Waiver.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

13. Governing Law.

All submitter of proposals, including those outside the Province of PEI, agree that the rights of all parties shall be governed by the laws of the Province of PEI and that the venue for dispute shall be within the Province of PEI. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of PEI and provide such security as might be required and enforceable under the law of the Province of PEI.

14. Force Majeur.

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

15. Deemed Satisfaction as to Submission.

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the

Project. No claims will be entertained by the Corporation of the City of Summerside based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

16. Default Under Project.

In case of a default of performance of the Project, the Corporation of the City of Summerside reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

17. Title and IP Right to the Work.

Title and intellectual property interest [“IP”] to the work described in this RFP [“the work”] and any part thereof vests in the City upon delivery and acceptance thereof by or on behalf of the City. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the City of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the City and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

18. Insurance.

Any selected proponent shall be required to provide Commercial General Liability Insurance, structured on a “per occurrence” basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00). WCB coverage shall be provided as required by, or available under law. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the City and shall be kept in full force during the complete period. The City shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverage’s required, and proof of WCB coverage, before the City shall enter into of a contract in relation to this Request for Proposal.

19. Enforcement.

Any successful proponent will have to enter into a legally binding agreement with the Corporation of the City of Summerside. Where any breach of the terms of that agreement should occur, the City shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the City of Summerside including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the City of Summerside in any such legal process.

20. Privacy and Freedom of Information.

All submissions and attached materials received in response to this [RFP] are deemed to be the property of the City of Summerside as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. RFPs, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/PEI(IPC/PEI), the City shall not withhold the following information from

RFPS, quotations or proposals, if requested through the IPC/PEI process by any person or business:

The cover letter to the rfp, quotation, or proposal; The table of contents; lists of figures, tables, and appendices; and any information regarding the form and structure of a rfp, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Bidders/proponents should identify any portions of their rfp/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The City of Summerside cannot ensure that any given portion of any materials received in response will not be ordered released under IPC/PEI.

D. FORM OF IRREVOCABLE OFFER

**I hereby offer to provide the requirements under Request for Proposal
RFP No. CS-02**

to the Corporation of the City of Summerside according to the terms set out in this Proposal as well as in the RFP including the requirement for and acceptance of a formal contract acceptable to the Corporation of the City of Summerside. I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the City of Summerside for a period of one hundred-twenty (120) days from the closing date for the receipt of Proposals.

WITNESS _____ **SIGNED** _____

OR **NAME** _____

(Affix Company Seal if applicable) **TITLE** _____

COMPANY _____

ADDRESS _____

CITY/PROV. _____

POSTAL CODE _____

TELEPHONE _____

FAX NO. _____

EMAIL . _____

E. CONTACT INFORMATION & REFERENCES

<u>Company contact information</u> CONTACT PERSON
E-MAIL ADDRESS
REGULAR PHONE NUMBER
EMERGENCY PHONE NUMBER

References provided by the proponent will be ***used to determine*** whether past performance on similar contracts has been satisfactory.

COMPANY
NAME
TITLE
EMAIL
PHONE NUMBER

COMPANY
NAME
TITLE
EMAIL
PHONE NUMBER

COMPANY
NAME
TITLE
EMAIL
PHONE NUMBER



APPENDIX A

Study Considerations, Drivers for the plan, a Community Snapshot, and City Studies COMMUNITY SERVICES STRATEGIC PLAN November 2011

1.0 STUDY CONSIDERATIONS

The Community Services Strategic Planning process will review, research and make policy recommendations with respect to the following areas of interest:

The City's role in providing parks and recreation opportunities in the City of Summerside in relation to recreation and leisure services currently offered through Summerside. Assess the services currently provided in relation to community needs and desires over the life of the plan.

The appropriate application of leading municipal practices for the City of Summerside. Current and needed service standards and guidelines for the delivery of traditional and non-traditional recreational and sports activities, events, facilities, services and programs, amenities and venues.

The relationship between City services and those provided by other agencies, organizations and the private sector.

The role of partnerships, principles and objectives to guide the development of community partnership arrangements in the future.

A contemporary and future look at the role that volunteers play in the provision of park and recreation service provision.

Changes required or needed to current policies, processes and activities to move the status quo from its current state to a desired future state.

Facility, indoor and outdoor leisure and recreational needs over the short, medium and long-term life of the plan.

Location options for future opportunities to provide additional facilities and amenities, including but not limited to performance and exhibition space, single purpose and multi-purpose facilities, trails, parks, beaches, natural areas and woodlots, skateboard parks, splash pads, extreme sports facilities, active and passive space for spontaneous use.

Evaluate the existing inventory of parks and recreational facilities based on a shift toward multi-use, multi-purpose experiences in facilities.

Active transportation with respect to past and current needs and developments of on and off road trails and linkages promoting non-motorized transportation opportunities throughout the City.

Options for the optimal organizational structure, staffing levels and professional competencies to ensure the success of the Strategic Plan recommendations.

2.0 MUNICIPAL DRIVERS FOR THE PLAN

The last Strategic Plan completed by the City of Summerside was in 2004. Since then, the City has seen significant growth in both commercial and residential development. This growth can be directly attributed to growth in local employment and the economy as a result of growth in the City of Summerside. The need to assess, manage and address our infrastructure and compliance with current accessibility standards and trends (i.e. recreation facilities, sport fields, parks).

The new fiscal realities in municipal government including a trend towards operational cost recovery. There is a need for clearly defined prioritized strategies and standards for services, programs and facilities provision based on community need and community desires that will accommodate current needs and growth potential over the life of the plan. The Community-wide need to improve overall health and physical activity levels amongst residents.

3.0 COMMUNITY DRIVERS FOR THE PLAN

Themes

Sustainable parks, open spaces and development of facilities.
Environmental responsibility and protection of natural heritage.
Understanding community carrying capacity in hosting special events.
Accessibility – programs, events and spaces for all community participants.
Get Active – linking health and activity, promotion of healthy living principles.
Four season recreation opportunities.
Destination parks and event areas.
Connecting networks of pathways, trails, sidewalks that link parks, schools, commercial areas and events centres.

Public Expectation for Process:

Consider informal process of community consultation as opposed to a formal advisory committee. Use a diverse and broad spectrum of channels to get messages and information out to the community. Be aware of the vocal majority/minorities. Scheduled timelines will determine participants in the process.

4.0 SNAPSHOT OF THE COMMUNITY

Nestled on the “summer side” of the world’s greatest island is a community striding confidently into the future. Though in relative terms it may be small in size, it is home to big ideas, big opportunities, and big experiences. As the Island’s second largest and fastest growing city, Summerside offers diverse careers and exciting business opportunities. Factor in world class recreational facilities, affordable living in beautiful surroundings, and its abundance of services and you will begin to see why Summerside is a superior community in which to live, work, and play.

A beautiful oceanfront city with a proud history and bright future, Summerside is a unique community known for its exceptional quality of life and beautiful setting in Prince Edward Island. Summerside has everything – a multitude of recreational opportunities, a diverse and growing

industrial, commercial and agricultural base, quality health care, excellent schools and social amenities. Real estate is affordable, the air is clean and the community is safe.

With a population of approximately 16,000 (increases substantially in the summer season) Summerside is the regional centre for Western PEI and draws from a market population in excess of 45,000. Summerside's proximity to major markets in Canada and the northeastern United States, combined with effective transportation, makes Summerside an unparalleled setting as a location for business and to live and enjoy life.

Despite its small size, Summerside is a community with big ambition. Our economy is comprised of over 600 companies in a wide range of manufacturing, business services, transportation, retail, trade, education and human service sectors. Diversity means stability, and small size implies agility. Over 75 per cent of our enterprises have between 1 and 10 employees, while the balance of the employment base is comprised of large corporate and public institutions.

The City to Watch

Summerside is quickly becoming recognized by potential investors, site selectors and business leaders as "the city to watch" for growth. From developing one of the lowest cost operating environments in Canada to investment in state-of-the-art technology and facilities, Summerside continues to surprise and meet the needs of those businesses that already call it home.

Business and community leaders have formed dynamic networks committed to growth and development. These groups have championed investment in the community and have worked to re-brand Summerside, acting as its most powerful ambassadors. The business landscape is characterized by entrepreneurial thinking and embraces technology and innovation in a way that rivals any major urban centre. Most importantly, the leaders of Summerside have a vision for the city that has brought it to the point it is today and will act as the compass going forward.

Key Statistical Information

Population - 16,000
Prince County Population – 45,000

Demographics

City of Summerside demographic information can be accessed through Statistics Canada at: <http://www.citystats.ca/city/Prince-Edward-Island/Summerside.html>

5.0 COMMUNITY SERVICES INVENTORY

The following represents an overview of current municipal parks and facilities assets. Summerside residents actively engage in an extensive range of recreation and leisure pursuits that encompass active and passive activities, sports and recreation, community festivals and events. The City of Summerside provides a variety of recreation and leisure facilities, trails and parks that support the participation in leisure, recreation and sport activities. Credit Union Place (formerly the Wellness Centre) is the city's landmark facility of recreating:

Credit Union Place

Eastern Canada's newest and most advanced sporting, recreation and event facility, accommodating conferences, performing arts events, cultural shows and sporting events.

The Facility Features:

Leisure Pool	Fit Stop	2 NHL Size Ice Surfaces
6-Lane 25 Meter Pool	Squash Courts	5,400 Seat Arena (incl. floor seats)
Water Slide	Meeting Rooms	10 Luxury Boxes
Water Umbrella	Birthday Party Room	3 Lane Indoor Walking Track
Hot Tub	Convention Rooms	Food Service
Wet/Dry Sauna	8 Lane Bowling Centre	Licensed Bar Area
Family Change Room	5 & 10-Pin Bowling	Free Parking (800 spaces)
Waterproof Wheelchair	Cosmic Bowling	Disabled Parking (16 spaces) Bench
	League Bowling	East Prince Seniors Initiative (EPSI)

Credit Union also is host to a 4,500 Sq. ft. Convention Centre dedicated to meetings, conventions and special events. The facility can be divided into 3 separate 1,500 sq. ft. rooms and can accommodate meetings from 10-300 persons. An additional 3 rooms can be designated as breakout rooms and can host meetings from 4-25 persons. The Convention Centre is equipped with two on-site restaurants, café and catering services owned and operated by five eleven west Restaurant & Catering.

The Community Services Department provides for the recreational and leisure needs of all citizens and visitors. The department maintains sixteen playground parks; eight ball fields; two tennis courts; four horseshoe pits; several other maintained green space areas throughout the city including the new Canada Games Complex located at Credit Union Place complete with turf soccer field, four beach volleyball courts, two tennis courts, BMX bike park and an outdoor concert venue.

Parks and Green Space areas make up over 130 acres with Rotary Park being the largest at 62 acres and Heritage Park at 10 acres. The City continues to maintain and upgrade the Baywalk Boardwalk along MacKenzie Drive. The City also boasts 3 extensive trail systems; The Rotary Park Trail, Baywalk Trail, Confederation Trail and Heritage Park Trail Systems. These trails provide a wide range of outdoor activities including; nature hikes, trail biking, outdoor workout stations and are a great way to view the City in general.

On October 29th, 2011 **The City of Summerside, won the 10,001 – 20,000 population category of the 2011 National Edition of Communities in Bloom, receiving a 5 Bloom rating and a special mention for *Wind farm project*.** Following their evaluation of the community, volunteer judges Sandy Cairns (Gravenhurst, ON) and Odette Sabourin-Dumais (Saint-Bruno, QC) wrote:

Summerside is a vibrant community located on the south shore of Prince Edward Island. On the waterfront, you can stroll along 7 km of scenic boardwalk that overlooks Summerside harbour and area. The streets are edged with beautiful heritage homes and tree canopies. Sustainability has been set as a top priority by the city. The Summerside Wind farm project is a renewable resource that supplies the city with 24% of its energy needs.

The offset purchase of electricity will help benefit the city in applying those funds in the community for improvements to the community as a whole.

6.0 DRAFT LIST – RELATED STUDIES The following list is an indication of the available studies and plans which may be chosen for inclusion in the Community Services Strategic Plan Study:

1. City of Summerside “Strategic Plan (2004)”.
2. City of Summerside an “Integrated Community Sustainability Plan (2008)”.
3. City of Summerside study “priorities and needs” prior to building Credit Union Place
4. City of Summerside “Official Plan 1998 (Rev. 2006)”.