



THE MUNICIPALITY OF CENTRAL MANITOULIN

REQUEST FOR PROPOSALS 07-2024

FOR: Consulting Services for Community/Recreation Infrastructure and Arena Feasibility, and Design Services

Sealed BIDS clearly marked as to contents will be received until:

DEADLINE: THURSDAY June 27, 2024 AT 2:00 PM EDT

DENISE DEFORGE, CAO / CLERK
THE MUNICIPALITY OF CENTRAL MANITOULIN
6020 HWY 542, P.O. BOX 420
MINDEMOYA, ON P0P 1S0

LATE TENDERS WILL NOT BE ACCEPTED
ELECTRONICALLY TRANSMITTED SUBMISSIONS (E-MAIL ONLY) WILL BE ACCEPTED.

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DEFINITIONS & INTERPRETATIONS

The following definitions apply to the interpretation of the Bid Documents:

1. **“Addenda or Addendum”** means such further additions, deletions, modifications, or other changes to any Bid Documents.
2. **“Bid Documents”** means collectively all the documents comprising the Call for Bids, namely Part I to IV and appendices, inclusive.
3. **“Bid or Bid Form”** means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Proponent(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Project with the Owner in the event of award.
4. **“Contract Administrator”** means the person, partnership, or Corporation designated by the Owner to be the Owner’s representative for the purposes of this contract.
5. **“Call for Proposals”** means the Call for Proposals on the terms and conditions set forth in the Bid Documents.
6. **“Closing Time”** means the time specified in Part I Sections 3.0 and 4.0, by which all Proposal submissions shall be received by the Owner.
7. **“Contract”** means the agreement in writing governing the Supply and Services, which has been executed by the Owner and successful Proponent following acceptance by the Owner of the successful Proposal submission. It shall be based upon this proposal, with any agreed upon amendments.
8. **“Council”** means the elected Council for the Municipality of Central Manitoulin.
9. **“Evaluation Team”** means a team consisting of members of Municipal staff and, where considered appropriate by the Municipality in the exercise of an absolute discretion, Independent Consultants, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate.
10. **“Mandatory Requirements”** means those requirements described in Parts I through IV, and appendices, inclusive, which shall be fully satisfied in order for any Tender to be considered by the Owner as a qualified Bid.
11. **“Owner, Municipality and Corporation”** means the Municipality of Central Manitoulin, as the case may be, and as identified in the Call for Proposals, and Proposal Documents and for the purpose of the award and execution and performance of the Project shall mean the entity awarding the Project.

12. **“Sub-Contractor”** means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Proponent and includes both “brokers” and “subcontractors”.
13. **“Proponent(s), Bidder(s), and Contractor(s)”** means the successful Proponent to whom the Project is awarded and undertaking the execution of the Project.
14. **“Successful Bidder (s)/ Proponent(s)/ Contractor(s)”** means the Proponent/Contractor/Bidder whose RFP submission is/are accepted and who has/have agreed to supply the Goods and/or Services as outlined herein.
15. **“Supply”** means to supply the necessary tools, material, equipment, and product to satisfy the Tender requirements.
16. **“Total Contract Price”** means the fully inclusive, all-in total Contract price, constituting the sum of all costs quoted by a Proponent in its Proposal with respect to the Work,
 - (i) including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs; but
 - (ii) excluding any options or alternatives requested in the Contract Documents that the Municipality elects not to purchase; and,
 - (iii) excluding Harmonized Sales Tax (HST) or other applicable sales taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein;
17. **“Work”** means Work/service performed to meet a demand to comply with the conditions of the Project, delivery dates, specifications, and technical assistance.
18. Where the words “must”, “shall”, “will” or “mandatory appear in this RFT, the clause is to be considered as a mandatory requirement. “May” used in this document denotes permissive.

PART I – GENERAL TERMS AND CONDITIONS

1.0 GENERAL PROJECT SCOPE

The Municipality of Central Manitoulin is requesting proposals from qualified firms to provide professional consulting services to assist the Municipality in reviewing and planning for community and recreation infrastructure, with a particular focus on the two municipal arenas and their future. The successful proponent will develop an understanding of the local context and consider the arenas in the context of the community, as well as within the context of the municipality's full portfolio of infrastructure. In a municipality the size of Central Manitoulin, with a small staff complement, and a limited pool of user groups, all facilities impact each other. The scope of this project will focus on building infrastructure, although lateral impacts to outdoor/park infrastructure that result from any recommendations in the masterplan phase should also be considered. All building infrastructure, parks, ball fields and open spaces are managed, operated, and maintained by a team of five full-time staff.

Like many other municipalities across Ontario, Central Manitoulin has been grappling for several years with strategic questions related to community facilities and recreation infrastructure, particularly the arenas. Staff and Council have been considering core questions such as:

- Where to invest limited funds in infrastructure to derive the best value for residents?
- What service levels should and can be sustainably provided?
- What sustainable operating and fee models are there and which one is best suited to our community members and user groups?
- What the needs and wants of community members truly are.
- How to effectively position the municipality to be prepared to access funding to move in the selected direction (particularly for arena(s) – i.e., achieve a preliminary design phase for the selected option).

The successful proponent will be able to review and build on the work that has already been completed and will facilitate the municipality to take significant next steps in determining a long-term strategy for community/recreation infrastructure as a whole. In particular, the successful proponent will ensure that the municipality has a solid plan for both community building infrastructure, and the two arenas, by the end of the process. This plan will have fully considered options for facilities such as: whether to repair or renovate existing facilities (particularly the arenas), to decommission, to position the Municipality to build a new arena facility, to target net-zero or do deep energy retrofits on any facilities, or other options suggested by the successful proponent. The Municipality expects to see proposals that demonstrate how the proponent conceptualizes the scope of the project, as well as a clear methodology for how the proponent will deliver the scope and step the municipality through both the strategic consideration phases as well as the initial design phases of the selected arena option.

A more detailed breakdown of the scope and expected projects phases and deliverables are included in the detailed 'Part II – Detailed Project Scope'.

2.0 INQUIRIES

DEADLINE FOR QUESTIONS: TUESDAY, JUNE 18, 2024 @ 2:00 PM.

Any and all inquiries concerning this RFP must be submitted in writing to the following Municipal representative (the “**Contact Person**”):

Patricia Mader
Deputy Clerk/ Project Manager – Special Projects
pmader@centralmanitoulin.ca | 1-705-377-5726

Information that is offered by or obtained from sources other than the Contact Person, including any other representative of the Municipality, is not official, may be inaccurate, and may not be relied on in any way by any Bidder.

No verbal agreement or conversation made or had at any time with an officer, agent or employee of the Municipality shall affect or modify any terms of obligations stated herein or deemed to be any representation or warranty of the Municipality.

Bidders shall submit requests for clarifications, questions and inquiries to the Contact Person in writing before the deadline (the “**Deadline for Questions**”).

Responses will be posted on the Municipality of Central Manitoulin’s Website at the following address: www.centralmanitoulin.ca/business-development/bids-and-tenders/.

3.0 SCHEDULE OF EVENTS

RFP Issue Date -----Wednesday May 22, 2024
Deadline for Inquiries ----- Tuesday, June 18, 2024, 2:00 p.m.
RFP DEADLINE ----- Thursday, June 27, 2024, 2:00 p.m.

4.0 DELIVERY OF PROPOSALS

Proposals will be accepted via electronic or hard copy submission as follows:

Electronic:

Proposals will be received via Electronic Submission (email) to The Municipality of Central Manitoulin until **2:00pm, local time on Thursday June 27, 2024**. The submission deadline is the time that the submission is received and not sent by the sender. Confirmation of receipt can be requested by calling the Municipal Office at 705-377-5726.

Proposals shall be emailed to pmader@centralmanitoulin.ca

There will be no public opening. In place of a public opening, bidders will be provided with a summary of bids within four (4) weeks of proposal being submitted.

6.0 ANTICIPATED CONTRACT SCHEDULE

The anticipated date for award of the contract to the successful bidder is July 11, 2024, with services to begin as soon as possible, following contract award and to proceed according to the agreed upon schedule based on the proposal submission.

7.0 ERRORS, OMISSIONS AND DISCREPANCIES

No oral interpretation shall be effective to modify any provisions of these RFP Documents. Any modification or clarification shall be written Addendum only issued by the Municipal Coordinator. The Addenda shall form part of the procurement documents. Addenda will be posted on the Municipal website at: <https://www.centralmanitoulin.ca/business-development/bids-and-tenders/>

The Municipality of Central Manitoulin has used considerable effort to ensure that the information presented herein reflects, with reasonable accuracy, the nature of the goods and/or services requested and its factual components. The information is supplied as a guideline for Bidders and may not be completely accurate, comprehensive, or exhaustive. The Municipality does not make any representation, warranty, or guarantee as to the accuracy of the information contained herein. It is the Bidder's responsibility to avail itself of all necessary information to prepare a response to this RFP. Nothing in the RFP is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the RFP. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the RFP or the Contract.

8.0 LIMITATION OF DAMAGES AND PROPONENT'S EXPENSES

The Bidder waives any claim, action or demand, however arising, whether in contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or otherwise, or loss of profits, overhead expenses, liabilities, costs, expenses or other losses or damages incurred, sustained or suffered by themselves or any third party in connection with the acceptance or non-acceptance by the Municipality of any Proposal, any delay in the acceptance of a Proposal, or any other matters connected to the procurement or a subsequent negotiation process. Proponents are solely responsible for their own expenses in preparing a Proposal and for expenses incurred for subsequent negotiations with the Municipality, if any.

9.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION

All Bids submitted to the Owner become the property of the Owner and as such, are subject to the "Municipal Freedom of Information and Protection of Privacy Act."

In addition, certain contractual information must be disclosed to Council, and accordingly may become part of the public record.

A Proponent receiving this RFP may not use, disclose, or duplicate it for any purpose other than to prepare a response. The Proponent shall keep the Municipality of Central Manitoulin data

confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of the Municipality of Central Manitoulin.

Receipt of this RFP does not entitle the Proponent to associate its services with the Municipality of Central Manitoulin in any way, nor represents in any way that the Municipality of Central Manitoulin has employed or endorsed the Proponent's services. Any such association or endorsement being contemplated by the Proponent must receive the prior written approval of the Municipality of Central Manitoulin.

The submission of a proposal indicates acceptance by the respondent of all the conditions contained in this Request for Proposals unless clearly and specifically noted in the tender submitted and confirmed in the formal contract between the Municipality of Central Manitoulin and the Proponent. Deviations from the Request for Proposal must be clearly identified in the written submission. Proposals are subject to a formal contract being negotiated, prepared, and executed. The Municipality of Central Manitoulin reserves the right to negotiate the terms and conditions of the contract.

All correspondence, documentation and information provided to staff of the Municipality of Central Manitoulin by any proponent in connection with, or arising out of this RFP, and the submission of any Tender will become the property of the Municipality of Central Manitoulin and as such is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. The Proponent's name at a minimum shall be made public upon request.

In-line with MFIPPA, Proponents are advised to identify in their proposal material, any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponents' submissions to this RFP.

10.0 CONFLICT OF INTEREST, BRIBERY OR FRAUD

Should any prospective Proponent or any of their agents give or offer any gratuity or to attempt to bribe any employee of The Owner, or to commit fraud, the Owner shall be at liberty to cancel the prospective Proponent's submission and to rely upon the Tender Surety submitted for compensation if applicable.

Except as identified in the RFP or as specified in the Contract, the Proponent must certify in its Proposal:

- That no person either natural or body corporate, other than the Proponent, has or will have any interest or share in this tender or in the proposed contract, and

- There is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this project, and
- The Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the tender.

Neither the Proponent, relative, close friend or any employee of the Proponent should have any direct or indirect interest in an entity that provides goods or services to the Project. Proponents participating in this RFP process shall disclose prior to entering into an agreement any potential conflict of interest. If such conflict does exist, the Municipality of Central Manitoulin may at its discretion withhold the award of a contract from the Proponent until the matter is resolved.

Neither, the Proponent, relative, close friend or any employee of the Proponent should offer or receive any entertainment, gifts, gratuities, incentives, inducement, payment, discounts, commissions, fees or special services (gifts/donations), or remuneration of any kind regardless of value, to or from any employee of the Municipality of Central Manitoulin, or to any consultant or contractor employed by the Municipality of Central Manitoulin, or to any real estate representative acting on behalf of the Municipality of Central Manitoulin. All Proponents shall report to the Municipality of Central Manitoulin any such attempts.

The Proponent chosen to provide service to the project shall continue to be bound by the foregoing prohibitions after the execution of a Contract agreement.

11.0 PRICES AND TAX

Unless otherwise stipulated, all prices bid, including any Unit Prices, must be stated in Canadian funds. Except as otherwise provided the price(s) bid shall include all duty, delivery, customs clearance, labour, materials, disbursements, and all other charges now or hereafter imposed or in force. Harmonized Sales Tax (HST), where applicable, shall be listed separately from the price(s) quoted.

12.0 WORKING LANGUAGE

The working language of the Municipality of Central Manitoulin is English and all responses to this Request for Tender must be English.

13.0 RIGHT TO ACCEPT OR REJECT TENDER

The Municipality reserves the right to reject any or all proposals or to accept any proposal should it be deemed in the best interest of the Corporation to do so.

14.0 EVALUATION AND SELECTION

The Evaluation Team will review and evaluate all submissions to ensure they comply with the terms and conditions of the RFP Documents. Submissions that do not meet all the necessary criteria may be rejected without further consideration.

Consideration for award shall only be undertaken in relation to Proponents who are determined by the Municipality to have satisfied all the requirements. The Evaluation Committee hereby reserves the right, privilege, entitlement, and absolute discretion, and for any reason whatsoever to:

- A. Accept a Proposal which is not the lowest price submission or reject a Proposal even if it is the only one received.
- B. Accept the Proposal deemed most favorable to address the scope of work.
- C. Accept or reject all Proposals, whether in whole or in part;
- D. Accept or reject any unbalanced, irregular, informal or incomplete Proposals; or
- E. Reject any Proponent who is involved in litigation with the Municipality of Central Manitoulin.

15.0 CONSIDERATION

The Evaluation Committee reserves the right to consider, during the evaluation of Proposals:

- A. The Proponent acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant; even though such criteria may not have been disclosed to the Proponent. By submitting a Proposal, the Proponent acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner, by reason of the Owner's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in Project, negligence, or otherwise.
- B. The Municipality reserves the right to negotiate minor changes, amendments or modifications to the Successful Bidder's submission with any Selected Bidder(s) without offering the other Bidders the opportunity to amend their submissions. If the Municipality and Selected Bidder(s) cannot negotiate a successful agreement, the Municipality may terminate the negotiations and begin negotiations with the next Selected Bidder(s). This process can continue until an agreement has been executed or all of the Bidder(s) have been rejected. No Bidder shall have any rights against the Municipality arising from Negotiations.

16.0 REGULATION COMPLIANCE AND LEGISLATION

The Successful Proponent shall ensure all services and products provided in respect to this project are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Occupational Health and Safety Act and its regulations;
- The Workplace Safety & Insurance Act and its regulations;
- The Canadian Environmental Protection Act and its regulations;
- The Municipal Act and its regulations;
- Relevant Provincial regulations, Ministry of Environment, Conservation and Parks regulations, etc.
- The Accessibility for Ontarians with Disability Act, 2005.

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

17.0 INDEMNIFICATION - MUNICIPALITY NOT EMPLOYER

The Company acknowledges that he/she is an independent Company and shall, defend, indemnify, protect and save harmless The Municipality of Central Manitoulin, its officers, members of municipal council, its agents and employees from any and against all damages, liabilities, expenses, fines, loss, costs (including legal costs), interest, actions, claims, demands, suits or other proceedings of any kind, by whomsoever made, directly or indirectly arising out of the Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from any acts or omissions of the Company, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or third party premises as a result of activities of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

18.0 INSURANCE

The successful Proponent shall provide, maintain, and pay for the insurance coverage as detailed below. Proof of insurance shall be submitted to the Owner within ten (10) days of notice of award of the Contract and prior to the start of work, including proof of valid WSIB coverage.

The successful Proponent shall, at their expense obtain and keep in force during the term of the Contract insurance coverage, including:

- Commercial General Liability Insurance.
- Professional Liability Insurance.
- Automobile Liability Insurance.
- WSIB coverage.

Commercial General Liability Insurance

Coverage shall include but not limited to:

- a) Third party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
- b) The Municipality shall be added as an additional insured with respect to the operations of the Named Insured. This insurance shall be non-contributing with and primary to the Municipality.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
 - a) Products and completed operations coverage.
 - b) Contingent Employer's Liability.

- c) Broad Form Property Damage.
- d) Occurrence Property Damage
- e) Broad Form Completed Operations.
- f) The policy shall contain a provision for contractual liability – oral and written.
- g) Owner’s and Contractor’s Protective.
- h) The policy shall provide the Municipality with 30 days’ notice of cancellation, material change or nonrenewal.

Professional Liability Insurance

The Company shall take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit.

Automobile Liability Insurance

Automobile liability insurance in respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death, and damage to property with a limit of not less than \$5,000,000.00 inclusive for each and every loss. Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Company, and the Municipality shall bear no cost towards such deductibles.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage as noted above at least 10 days prior to Contract commencement. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policies will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Municipality. The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

19.0 NON-ASSIGNMENT

The Proponent may assign neither this Proposal nor any Work to be performed under this RFP or any part hereof without the prior written consent of the Owner. Such written consent however shall not under any circumstances relieve the Proponent of his/her liabilities and obligations under this RFP and shall be within the sole and unfettered discretion of the Owner.

20.0 FORM OF CONTRACT

The Successful Proponent shall enter a Contract with the Corporation of the Municipality of Central Manitoulin. The Contract shall indicate that Work to be undertaken shall be done to the satisfaction of the Municipality according to the Request for Proposal and for the amount agreed upon by the two parties. The Contract shall also indicate that no additional money shall be paid

to the Proponent for any additional work for which prior authorization has not been given in writing via contemplated the approved change order. The Municipality will use the standard Form of Contract such as OAA doc 600 or an MEA agreement, deemed most suitable for the successful proposal.

21.0 PAYMENT & DISBURSMENTS

The Municipality of Central Manitoulin shall make payments to the Contractor in the following manner:

- The Consultant shall prepare and submit a monthly billing statement to the Municipality Accounts Payable and the Project Manager for payment based on percentage complete for each phase of the project.
- The Consultant shall provide a financial report with each invoice which shall include a percent of completion/ budget remaining for each project phase.

22.0 FAILURE TO ENTER INTO AN AGREEMENT

In addition to all of the Municipality's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Municipality may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

23.0 CANCELLATION

- A. In the event the successful Proponent does not comply with the specifications, terms and conditions, and scope of the Document, at any time throughout the duration of the Contract, the Contract shall be cancelled in accordance with the terms contained herein.
- B. The Owner upon non-performance of Contract terms may cancel the Contract; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Proponent as part of their Proposal.
- C. If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Municipality may, without notice, terminate the Contract.
- D. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action shall not prevent the Owner from taking early payment discounts otherwise applicable.
- E. **Force majeure** is causes beyond a party's control, which are not avoidable by the exercise of reasonable foresight. Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the Contract for the duration of such cause. In the event such inability to perform shall

continue longer than thirty (30) days, either party may terminate this agreement without further liability by giving written notice to the other party.

If the Municipality terminates the Contract, they are entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Municipality may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Municipality can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Municipality by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Municipality).

PART II – DETAILED SCOPE AND BACKGROUND INFORMATION

General Scope:

The Municipality of Central Manitoulin is requesting proposals from qualified firms to provide professional consulting services to assist the Municipality in reviewing and planning for community and recreation infrastructure, with a particular focus on the two municipal arenas and their future. The successful proponent will develop an understanding of the local context and consider the arenas in the context of the community, as well as within the context of the municipality's full portfolio of infrastructure. In a municipality the size of Central Manitoulin, with a small staff complement, and a limited pool of user groups, all facilities impact each other. The scope of this project will focus on building infrastructure, although lateral impacts to outdoor/park infrastructure that result from any recommendations in the masterplan phase should also be considered. All building infrastructure, parks, ball fields and open spaces are managed, operated, and maintained by a team of five full-time staff.

Like many other municipalities across Ontario, Central Manitoulin has been grappling for several years with strategic questions related to community facilities and recreation infrastructure, particularly the arenas. Staff and Council have been considering core questions such as:

- Where to invest limited funds in infrastructure to derive the best value for residents?
- What service levels should and can be sustainably provided?
- What sustainable operating and fee models are there and which one best suits our community members and user groups?
- What the needs and wants of community members truly are.
- How to effectively position the municipality to be prepared to access funding to move in the selected direction (particularly for arena(s) – i.e., achieve a preliminary design phase for the selected option).

The successful proponent will be able to review and build on the work that has already been completed and will facilitate the municipality to take significant next steps in determining a long-term strategy for community/recreation infrastructure as a whole. In particular, the successful proponent will ensure that the municipality has a solid plan for both community building infrastructure, and the two arenas, by the end of the process. This plan will have fully considered options for facilities such as: whether to repair or renovate existing facilities (particularly the arenas), to decommission, to position the Municipality to build a new arena facility, to target net-zero or do deep energy retrofits on any facilities, or other options suggested by the successful proponent. The Municipality expects to see proposals that demonstrate how the proponent conceptualizes the scope of the project, as well as a clear methodology for how the proponent will deliver the scope and step the municipality through both the strategic consideration phases as well as the initial design phases of the selected arena option.

Background:

ABOUT MUNICIPALITY OF CENTRAL MANITOULIN:

The Municipality of Central Manitoulin is a rural municipality located in Northern Ontario on Manitoulin Island, in Lake Huron. The permanent population of the municipality is approximately 2100 people in 1630 households. The Municipality also provides services to a significant population of seasonal residents. The Municipality was created in 1998 with the amalgamation of the Townships of Campbell, Carnarvon, and Sandfield, and now exists as a single-tier municipality with a ward system. There are 5 distinct community identities within the Municipality based on geographic bounds of the historical hamlets and villages (Sandfield, Big Lake, Mindemoya, Spring Bay, and Providence Bay).

RECREATIONAL FACILITIES BACKGROUND:

Historically, each of these original settlement areas developed and maintained its own community infrastructure which was then inherited by the Municipality at amalgamation. As a result, the Municipality currently owns and operates four community halls, two arenas, a Welcome Centre/Pioneer Museum, and Discovery Centre building.

J.H. Burt Memorial Arena (Mindemoya Arena):

The J.H. Burt Memorial Arena was constructed originally in 1945 and is used as an ice rink for skating and hockey as well as community events. It has a single ice surface. Since its original construction a number of additions and upgrades to the original structure have been completed. The arena has several additions constructed adjacent to the ice surface. The main entrance lobby, change rooms and second floor area are located at the south end of the main arena area. Additions for the refrigeration equipment and the ice resurfacers machine are located at the north end of the west wall. The ice surface has an area of about 72 ft. by 175 ft. The metal roofing over the arena and the siding and roofing at the south entrance lobby area were replaced in 2012. Drawings for the replacement were prepared by Whittington Engineering Ltd. The metal siding and wall framing along the east side of the building adjacent to the parking area was replaced in 2016. A new chiller was installed in 2022, along with a major brine line repair and compressor overhaul. This facility is on the town's water and sewer system. The arena sits on an 11.4-acre parcel of land which also contains the historic Mindemoya Old School (leased to external group for rehabilitation), two ballfields, a canteen building, a pavilion (leased long term to Lion's Club), the Mindemoya Community Hall as well as the Municipal Complex (Administration building and library).

Providence Bay Centennial Arena (Providence Bay Arena):

The Providence Bay Arena was originally constructed in 1945 in a similar manner to the Mindemoya Arena. It is used as an ice rink for skating and hockey and is also used for community events and recreation activities. Since its original construction a number of additions and

upgrades to the original structure have been completed. Providence Bay does not have a municipal water or sewer system, so this facility uses well water and a septic system. The building has a combination of structural steel supports and timber framing with metal roofing and cladding. The main roof over the ice rink area is supported by arched structural steel frames. The arch supports were originally designed and constructed about 1948 as timber ‘Hip’ trusses. In about 1982 the arch supports were reinforced extensively with new structural steel arch frames constructed along the main arch frame alignments.

The arena has several additions constructed adjacent to the ice surface. The main entrance lobby and second floor area are located at the east end of the main arena area. A basement area is provided below the east entrance lobby and is used for storage rooms. Additions to the main arena for the refrigeration equipment and the ice re-surfacer machine are located at the east end of the north wall. Change rooms are located in an addition that is constructed along the south side of the ice surface portion of the main building. In 2022 the roof over the ice resurfacer garage, washrooms and plant room was replaced including replacement of the roof’s structural elements.

Overview of all Buildings/ Facilities:

The table below provides a brief overview of the community and recreational facilities under the Municipality’s care or ownership and that fall within scope of this project:

Table 1 – Overview of Recreational Facilities:

Facility	Address	Year	Usage Type	Reports Avail.
Arenas				
Providence Bay Centennial Arena	5143 Highway 551, Providence Bay	1945	Artificial Ice Nov to March. Rental facility year-round	Structural Assessment 2020 BCA 2024 Updated Structural 2024 - forthcoming
J.H. Burt Memorial Arena	6064 Highway 542, Mind.	1945	Artificial Ice Nov to March. Rental facility year-round.	Structural Assessment 2019. Updated Structural 2024 BCA 2024
Community Museums				

Facility	Address	Year	Usage Type	Reports Avail.
Welcome Centre/ Pioneer Museum	2207 Highway 551, Mindemoya	2008	Seasonal. Museum, visitors centre, public washrooms and pioneer village/park.	BCA 2022
Harbourview/ Discovery Centre	24 Mutchmor Street, Providence Bay	1989	Seasonal. Municipally operated science display/museum. Public washrooms. Externally rented restaurant/gift shop.	BCA 2023
Community Halls				
Mindemoya Community Hall	6032 Highway 542, Mind.	1950	Year round. Rental facility. Lion's club permanent space downstairs	BCA 2022 HVAC Options assessment 2023. Council has directed staff to proceed with designs to upgrade HVAC and install an elevator.
Providence Bay Hall	11 Mutchmor Street, Prov.	1965 (parts are older than this)	Year round. Rental facility. Lion's club and Senior's Club have permanent space downstairs	BCA 2023
Spring Bay Hall	9298 Highway 542, Spring Bay	1964	Year-round. Rental facility.	BCA 2022
Sandfield Hall	2177A Highway 542, Sandfield	2010 (rebuilt after fire)	Rental facility currently externally operated.	BCA 2022

Facility	Address	Year	Usage Type	Reports Avail.
Mindemoya Old School * to be considered in environmental scan and context due to its location and proposed future use*	6062 Highway 542, Mindemoya	1940	Closed/Non-operational. Long term lease to group working on rehabilitating it with plans to open as artists and senior's hub.	Designated Substance, lease documents
Municipal administrative office & Library				
Municipal Complex building	6020 Highway 542, Mindemoya	1991 (addition added later in 2013)	Year-round. Administration building, Library and Council Chambers	BCA 2024
Smaller Municipal Facilities that support Parks/ Outdoor Recreation				
Providence Bay Beach Change house	23 Mutchmor, Providence Bay	1977	Seasonal. Public washroom and change house	BCA 2024
Mindemoya Lake Washroom/ Pavillion	10 Will-o-Wisp Way, Mindemoya	1977	Seasonal. Public washroom, picnic area and canteen area available to rent (seasonal)	BCA 2022
Mindmeoya Cenotaph Washroom	2326 Monument Road, Mindemoya	1991	Seasonal. Operated by Legion	BCA 2024
Mindemoya Baseball field – Canteen building	6032 Highway 542, Mindemoya	n/a	Seasonal. Built and Operated by Central	n/a

Facility	Address	Year	Usage Type	Reports Avail.
	(ball park behind Community hall).		Manitoulin Lion's club but located on municipal property	
Mindemoya Park Pavillion	Ballpark at 6020 to 6062 Highway 542 Mindemoya	2010	Seasonal. Rented long term to Central Manitoulin Lion's club	BCA 2024

Available Documents:

The process will benefit from a larger picture, master planning process that takes into account previous work. However, the successful proponent shall start from first principles with recognition of the fact that some work has been completed to date.

The successful proponent will need to develop a list of material they wish the municipality to provide during the document review/research phase of the project. However, at minimum, the successful proponent will have access to the following documents:

1. Budget and general ledger information for facilities to analyse expenditures/revenues and current operating model.
2. Spreadsheets with rental/user group numbers. There is limited information on attendance numbers, since most facilities are rented to external groups, however the municipality can provide participation numbers on municipally run programs at arenas and facilities.
3. Building Condition Assessments completed between 2021 and 2024 on all the facilities by external consultants.
4. Designated Substance Survey reports on selected buildings – focussed DSS information is available for some facilities, as well as recent ARO report completed for audit purposes.
5. Previously completed and recent 2024 Structural assessments completed on both the Providence Bay Arena and the J.H. Burt Memorial Arena.
6. Municipality's Recreation Infrastructure Committee, 2019 Final report – on Municipal Arenas.
7. Newly formed Recreation Infrastructure Committee (formed in 2020, still active) – Five Points Community Centre Report & Presentation to Council (preliminary location and feasibility review by community committee) presented to Council and the community in 2023.

8. Previous grant application material that included a 2019/2020 concept design with operations plan for a multi-use facility. The concept was to build the facility as an extension to the Mindemoya Community Hall.
9. Newly drafted Strategic Plan 2022-2026.

Detailed Scope:

The Municipality of Central Manitoulin is seeking proposals from qualified consultants able to prepare a long-term strategy for Municipal facilities, with a particular focus on determining a plan for the future of the two arenas currently owned and operated by the Municipality. Once an option is selected by Council, the successful Proponent will need to prepare a preliminary design for the selected arena option. Because of the demographics, population size, local context, and staffing levels in the Municipality, the portfolio of facilities owned and operated by the municipality must be considered holistically, in order to make a reasonable and sustainable plan for the arenas. The project will gather information and prepare reports to support Council's decision-making process on the following key questions:

Objective 1 -Recreation/Community Needs:

1. What are the current and projected needs of the community in terms of recreation/culture/community facilities?
2. Which of these needs can the municipality sustainably meet through provision of appropriate infrastructure?
3. What are realistic levels of service to provide that balance the needs and wants of the community as well as the realities of our municipal context?
4. What changes are required to ensure that the operating model is sustainable (ex. Review of usage levels, rental rates, operating hours, staffing levels, etc.) Are there creative operating models or partnerships that could be considered?
5. Is it feasible to continue to operate the existing portfolio of municipal facilities?

Objective 2 - Determining Future of the Two Arenas – options review:

6. Is it feasible for the Municipality to continue to operate two arenas? How are demands for ice-time changing? What options should be considered for the two existing arena facilities – (ex. Adaptive reuse, decommissioning, natural ice, etc.)? And what is the best timing to implement the selected option?
7. Should the municipality invest in one of the existing arena facilities – upgrade/ renovate - to meet identified needs of the community as well as accessibility requirements, or should the municipality prepare a plan for a new arena facility? (ex. cost comparison and value-for-dollar comparison on renovate versus retire/replace).
8. If a new facility is warranted, what is the cost-benefit analysis on preparing a standard design versus an energy efficient design versus a net-zero facility?

Objective 3 – Preliminary Design and Funding Application Preparation on selected option:

The goal of completing Objectives 1 and 2 is to get Council (and the community) to the point where they have received enough background information to select a desired path forward both in terms of a strategy for managing and investing in community halls/facilities, as well as a plan for the future of the two arenas. Objective 3, therefore, will be to develop the selected arena option to the preliminary design phase to support funding applications. It is expected that the successful proponent will have experience in developing funding application packages to funders like ICIP, FCM – GMF, and other federal and provincial agencies and that the proponent will include budgetary allowance to support application preparation.

Proposed Phases and Methodology:

Proponents shall provide a detailed proposal that includes their methodology, proposed project phases and deliverables. The Municipality is providing the outline of phases below to help Proponents to conceptualize the scope of work and to communicate the desired outcome as clearly as possible:

Phase	Expected meetings	Outcome	Timeline
Phase I – Stakeholder Engagement			
<p>In this phase the successful proponent shall work with stakeholder groups to collect information on community needs, desires, concerns. Stakeholder groups will include hamlets that make up the amalgamated municipality, Council committees (at least 2), full council, and community & user groups identified by the municipality.</p> <p>*note for all phases: regular Council and Council Committee meetings begin at 7 p.m. and workshops with community groups typically take place in the evening or weekends (outside of typical working hours).</p>	<p>1 workshop with each ward (3 wards).</p> <p>1 workshop with each identified community & user groups (5 groups)</p> <p>1 workshop with Council</p> <p>1 workshop with senior staff</p> <p>Final presentation to Council of findings</p> <p>Include minimum 1 site visit per phase.</p>	<p>Findings summary report and presentation to Council</p>	<p>October 2024</p>

Phase	Expected meetings	Outcome	Timeline
Phase II – Infrastructure Masterplan			
<p>In Phase II, the successful proponent will review available information on the existing facilities and previous documents that have been created.</p> <p>This phase will also incorporate feedback and findings from Phase I and will look at the current portfolio of Municipal building infrastructure to create a plan. The plan will consider information about the community as well as future growth.</p> <p>In this Phase, the consultant shall:</p> <ol style="list-style-type: none"> 1. Review usage data, demographics, and growth projections to establish a current and future needs analysis for recreation facilities. This review should include a realistic level of service analysis to establish a balance between the needs and want of the community, as well as the realities of the municipal context. Analysis should include all municipal facilities. 2. Provide recommendations on the use of existing / consolidation of facilities to meet the needs identified above. 3. Provide functional program outlining recommended space requirements based on the usage data. 4. Consider whether renovation/retrofit, new facility, or net-zero facility options are the best path forward for the municipality. The consultant shall prepare preliminary costing at this stage to allow the business case analysis to proceed, to be updated in Phases III and V. 	<p>3 meetings with internal staff (minimum)</p> <p>2 meetings with Council/committee to review draft.</p> <p>Final presentation to Council</p> <p>Include minimum 1 site visit per phase.</p>	<p>Recommendations report</p>	<p>February 2025</p>

Phase	Expected meetings	Outcome	Timeline
Phase III – Financial Analysis			
<p>The successful proponent will examine use case data and will incorporate recommendations from the phase II master planning process to develop a business case. This will help determine the financial feasibility of the recommendations in the phase II report.</p> <p>In this phase, the Consultant shall:</p> <ol style="list-style-type: none"> 1. Provide a full review of the operating model of the municipality. Provide recommendation on a sustainable operating model. Consultant shall at a minimum include a review of usage levels, rental rates, hours of operation, staffing levels etc. The municipality is looking for creative solutions and is open to the potential of alternate partnerships etc. 2. Provide a review and recommendations of key partnerships that could be incorporated into the planning / funding / development of the recommendations provided as part of this phase of the project. 3. Identify potential funding avenues, and requirements to achieve that funding, including application deadlines. <p>This phase will provide a deeper financial analysis of the arena options from Phase II (i.e. renovate, vs. new facility vs. net-zero) and will facilitate council to narrow down the final option to be selected for the arena. One option shall include the analysis of a new net zero facility. Analysis does not require full energy modeling at this stage, but costing should include for realistic provisions to meet this goal. Energy modelling may be part of a future project stage in preparation for funding applications but is not required at this stage.</p>	<p>3 meetings with internal staff (minimum)</p> <p>2 meetings with Council/committee to review draft.</p> <p>Final presentation to Council</p> <p>Include minimum 1 site visit per phase.</p>	<p>Funding & Partnership Strategy report.</p>	<p>April 2025</p>

Phase	Expected meetings	Outcome	Timeline
Phase IV – Consolidated Feasibility Report			
<p>In this phase, the successful proponent will take the preliminary findings report, the recreation infrastructure masterplan as well as the financial analysis outcomes and prepare a consolidated report with concrete realistic recommendations and provide a clear path to implement recommendations.</p>	<p>3 meetings with internal staff (minimum)</p> <p>2 meetings with Council committee to review draft.</p> <p>1 community meeting to review draft.</p> <p>Final presentation to Council</p> <p>Include minimum 1 site visit per phase.</p>	<p>Consolidated Community/ Recreation Buildings and Arena Masterplan</p>	<p>May 2025</p>
Phase V – Develop Preliminary Design and Funding Applications			
<p>In this phase, the successful proponent will develop a preliminary design for the selected arena option based on the outcome of Council’s review of the consolidated masterplan.</p> <p>This phase will also include a Class D costing exercise for the selected arena option, revising the preliminary costing prepared in Phase II and revised in phase III.</p> <p>This phase will provide preliminary costing and design to prepare and support the submission of funding applications to implement the recommendations in the Consolidated Masterplan document.</p>	<p>3 meetings with internal staff (minimum)</p> <p>2 meetings with Council committee to review draft.</p> <p>1 community meeting to review draft</p> <p>Final presentation to Council</p> <p>Include minimum 1 site visit per phase.</p>	<p>Preliminary Design with Class D costing.</p>	<p>July 2025 or to achieve funder deadlines identified in Phase III</p>

PART III – PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

The RFP is divided into three components – Part A – Technical Proposal, Part B – Required Forms and Form of Contract, and Part C – Financial Proposal.

The proponents shall include the following in their proposal package:

Proposal Part A – Technical Proposal – Methodology and Relevant Experience (total 70pts)

This section shall be a response to the project scope information and shall include:

1. The proposal shall include a description of the firm and the firm's areas of expertise.
2. The proposal shall include information about key project team members. It shall include a brief introduction to the team members who will be assigned to each portion of the scope of work, and their role, as well as relevant experience/qualifications.
3. Proponents shall include a list of all sub-consultants, sub-contractors and vendors who will be used to complete the scope of work. Relevant team members and roles must be identified for the sub-consultants as well as for the lead proponent.
4. Submissions shall include descriptions of the project methodology, proposed approach to each phase of the project, key deliverables for each phase of the project and shall demonstrate an understanding of the project scope and the needs of the municipality.
5. The proponent shall demonstrate experience delivering high quality outcomes on other comparable scopes of work by submitting a brief description of at least three other relevant projects, including at least one other Municipal project. References for these projects shall be supplied. Proponents should demonstrate their experience and ability to provide meaningful stakeholder engagement as well as a track record of successfully working closely with Municipal councils.
6. The proponent shall provide a project schedule for each project phase, including key milestones, meetings, deliverables, and corresponding delivery dates, as well as an estimated date for total completion of all phases.

Proposal Part B – Forms and Sample Contract (pass/fail)

7. The Proponent shall submit the completed and signed Proposal Summary Form and Declaration Form included in PART IV of this RFP document.

Proposal Part C – Financial Proposal (40pts)

1. The Proponent shall submit their financial offer. This offer should correspond with the proponent's proposed schedule and methodology and shall be provided as lump sum by project phase/deliverable with contingency allowance of \$15,000 for the total project.
2. All costs shall be provided in Canadian dollars with taxes excluded.

Evaluation

The Proposals will be evaluated and scored in accordance with the requirements of the RFP using the following Scoring Guide:

Parts A and B

Detailed Workplan and Experience Evaluation	Point Allocation
All required forms and components are completed, signed as required, and submitted by deadline: <ul style="list-style-type: none">• Proposal Summary Form• Declaration Form• Technical proposal with all required components (Part A)• Financial Proposal with all required components in a separate .pdf (Part B)	Pass/fail
Firm's Qualifications & Project Team's Experience (including all sub-contractors)	15
Project Understanding and Experience on Relevant Example Assignments of Similar Scope, Size, etc.	15
Work Plan, Methodology, list of deliverables	30
Project Schedule	10
Total	70 pts

Proponents are required to achieve a minimum of 70% (49pts) on the overall rated criteria above, as well as a pass on the pass/fail components to be able to proceed to the second stage evaluation of the financial information provided.

Part C

Financial Information evaluation	Awarded Price Points
Remaining price points will be awarded based on the following formula: $\text{Awarded Price Points} = \frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \times \text{MAX POINTS (30)}$	30
Total	30pts

PART IV - PROPOSAL FORMS

***** THESE FORMS MUST BE COMPLETED AND INCLUDED IN ADDITION TO THE PROPOSAL MATERIAL AS PART OF THE SUBMISSION PACKAGE *****

PROPOSAL SUMMARY FORM

PROJECT DESCRIPTION: Consulting services – Community/Recreation Infrastructure Master planning, arena feasibility & design.

PROJECT LOCATION: Municipality of Central Manitoulin, Manitoulin Island, Ontario. The Municipal Office is located in Mindemoya, Ontario at 6020 Highway 542.

OWNER: Municipality of Central Manitoulin

PROPONENT:

DATE: _____

FIRM NAME: _____

ADDRESS (City, Province, Postal Code): _____

TELEPHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

NAME AND POSITION OF SIGNER: _____

WEBSITE: _____

PROPOSALS RECEIVED BY

The Municipality of Central Manitoulin
6020 Highway 542
PO Box 420
Mindemoya, ON P0P 1S0

DECLARATION

TO: Chair and Members of the Proposal Committee, The Municipality of Central Manitoulin

DATED AT: _____ the _____ day of _____, 2024.

1. I, _____, of _____, **DECLARE** that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this submission or in the Contract proposed to be taken.
2. **I FURTHER DECLARE** that this Proposal is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a submission for the same project and is in all respects fair and without collusion or fraud.
3. **I FURTHER DECLARE** that no member of the Municipal Council, or any Officer of The Corporation is or will become interested, directly, or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that all items in the Proposal are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposal document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services for the prices stated.
6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.
7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Municipality may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposal by the Municipality shall be an acceptance of this Proposal.
9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Municipality shall be at liberty to advertise for new Requests for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Municipality the difference between this Request for Proposal and any greater sum which the said Municipality may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Request for Proposals; and to indemnify and save harmless said Municipality and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

10. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

Witness

Signature (I have authority to bind the company)

Date

Name of Company

E-mail Address

Address

Name of Signing Authority

Telephone