



City of  
Peterborough

**REQUEST FOR  
PROPOSALS  
DOCUMENT NO. P- 26-10**

**CONSULTING SERVICES TO DEVELOP  
A MUNICIPAL CULTURAL PLAN  
FOR THE CITY OF PETERBOROUGH**

**CLOSING DATE:** THURSDAY, May 20, 2010 before 3:00 pm

**SUBMITTED BY:**

\_\_\_\_\_  
*(Insert company name)*

**SUBMITTED TO:**

**Corporate Services  
City Hall, 500 George Street North  
Peterborough, Ontario, K9H 3R9  
Attn: Brian W. Horton,  
Senior Director of Corporate Services**

Potential Proponents **must provide contact information to the City (email to [tenders@peterborough.ca](mailto:tenders@peterborough.ca))** in order to be placed on the Distribution List, and to be advised of any addenda or further information that is issued.

## **1.0 INTRODUCTION**

The City of Peterborough (the “City”) appreciates your interest in this Request for Proposals (“RFP”).

Through this RFP, the City is seeking to retain the services of a qualified, consultant/consultant team with a specialty in cultural planning and community consultation to **Develop a Municipal Cultural Plan** (the “**Work**”/the “**Project**”) for the City.

In this RFP, the successful Proponent shall be referred to as the “Consultant”.

Refer to **Section 7.0 Proposal Details** for further details.

### **1.1 Attachments**

Attachment 1 – Representation, Warranty and Acknowledgement of Accessible Customer Service Training

Attachment 2 – Sample Agreement

### **1.2 Appendices**

To be completed and submitted with Proposal:

Appendix A = Acknowledgements

Appendix B = Pricing Summary

Appendix C = References

Appendix D = Sub-Consultants

## **2.0 CLOSING TIME**

Proposals are to be submitted to the City of Peterborough, Corporate Services, Main Floor City Hall, 500 George Street North, Peterborough, Ontario, before **3:00 pm on Thursday, May 20, 2010** (the “**Closing**”).

Time registered on the City of Peterborough City Hall digital phone system will be considered the official time of day when determining exact time of submission.

Proposals received after the Closing will not be accepted and will be returned to the Proponent unopened.

### **3.0 PROPOSAL OPENING AND RESULTS**

All Proposals received on time will be opened in public on **Thursday, May 20, 2010 at 3:15 pm** at City Hall, 500 George Street North, Peterborough.

As this is an RFP, for which a number of criteria will be evaluated, only the names of Proponents will be identified at the opening and the financial information submitted will not be publicly disclosed.

A list of the Proposals received will be available in the "Bid Record Book" located in Corporate Services; on the City website at [www.peterborough.ca/business/tenders.htm](http://www.peterborough.ca/business/tenders.htm); or from Corporate Services at 705-742-7777, Extension 1860.

Proponents will not be notified in writing of the Proposal results.

### **4.0 CITY CONTACT PERSONS**

Proponents may contact only Erik Hanson, Heritage Resources Coordinator, in writing only, by email to [ehanson@peterborough.ca](mailto:ehanson@peterborough.ca), or by fax to 705-748-8824, with questions related to the detailed specifications or the nature of the work required.

Questions related to the Proposal process itself should be directed only to Bernadette Lawler or Marla Sutherland of Corporate Services, in writing only, by email to [tenders@peterborough.ca](mailto:tenders@peterborough.ca), or fax to 705-748-8839.

Any questions, requests for information, or comments on this RFP should be addressed **not later than 4:30 pm on Thursday, May 13, 2010** to allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information.

In accordance with Section 10 (6) of the City's Purchasing Policy By-law 06-175, City Council members and employees, other than the employees who are the official contact persons identified in the RFP, are prohibited from discussing any aspect of a RFP process with a prospective Proponent from the time the RFP is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the City Contact persons referenced in this Section.

## 5.0 **INSTRUCTIONS TO PROPONENTS**

### 5.1 **Addenda**

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to or clarification of the RFP;
- b. Extension of the Closing date;
- c. Retraction or cancellation of the RFP.

All addenda issued to potential Proponents who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed or mailed to the latest address as provided by the Proponent. It is the Proponent's responsibility to notify Corporate Services of any change to their fax number, email or mailing address.

Although the City will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent's ultimate responsibility to ensure all addenda have been received and are reflected in their Proposal.

### 5.2 **Form of Proposal**

#### 5.2.1 The Proposal shall include:

- a. All addenda that have been issued; and,
- b. All requirements as set out in **Section 8.0 "To Include in Proposal"**.

The Proposal shall be typed or written in ink. It shall contain original signatures where required and shall clearly be marked "**ORIGINAL**".

#### 5.2.2 The Proponent shall also submit seven **(7) copies** of all requirements, as set out in **Section 8.0**.

#### 5.2.3 The prices quoted shall be valid for a period of ninety (90) days from the Closing time.

#### 5.2.4 A Proposal shall be accepted only when submitted in an envelope sealed and clearly addressed to "**City of Peterborough, Corporate Services, 500 George Street North, Main Floor, Peterborough, Ontario, K9H 3R9**" and marked "**P-26-10 – Municipal Cultural Plan**" and include the name and address of the Proponent.

#### 5.2.5 Faxed or emailed Proposals will not be accepted

### 5.3 Proponents are cautioned not to send Proposals collect by courier or with insufficient postage. Proposals determined to be "COLLECT" by courier, or with insufficient postage will be invoiced accordingly at a later date.

## **6.0 GENERAL TERMS AND CONDITIONS**

### **6.1 Freedom Of Information**

The Proponent hereby consents to the disclosure of the information contained in this Proposal, pursuant to The **Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, C.M. 56 ("MFIPPA"). If a Proponent considers any part of the Proposal proprietary, the Proponent shall clearly mark such page or section of the Proposal as confidential. This procedure will not automatically protect the Proposal from release, but will assist the City in making a determination on release if a request is made. Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of Proponents, as well as the successful financial amount, may be available to the public on the City website as part of the award process.

The MFIPPA Coordinator for the City is the City Clerk. Any questions regarding the MFIPPA may be directed to the City Clerk's designate at 705-742-7777, Extension 1797.

### **6.2 Reports and Draft Reports**

Subject to the requirements of MFIPPA, the City will release any information received by City staff from a third party, pursuant to an Agreement with the City for the provision of such information, by making it available to City Council prior to, or concurrent with, the public release of any staff report which contains a recommendation based on such information, whether or not the information is in complete or final form.

### **6.3 Claims Against the City**

The City reserves the right not to accept a Proposal from any person or corporation which includes all non arms length corporations who, or which, has a claim or instituted a legal proceeding against the City or against whom the City has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions, or business transactions who is listed as either the Proponent or subcontractor within the submitted Proposal.

### **6.4 Accept/Reject**

The City may accept a Proposal in whole or in part, whether the Proposal price is the lowest or not, and may reject any or all Proposals. There will be no requirement of this RFP, or otherwise, that the Proposal representing the lowest price would be selected or preferred. The Proposal is used as a means of evaluating a number of criteria (one of which is submitted price).

In the event that a favourable Proposal does not exactly meet with the City's requirements, the City reserves the right to enter into negotiations with the Proponent to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

Revised Proposals will not be called for if only minor changes are contemplated.

## **6.5 Causes for Rejection**

### **6.5.1** The following represent circumstances that would result in a Proposal being rejected:

- a. Proposal received late (will not be opened);
- b. Proposals delivered as “COLLECT” by courier, or with insufficient postage (will not be opened);
- c. Proposal received where a pre-qualification process or meeting is mandatory and has not been met by the Proponent (will not be opened);
- d. Correct version of Proposal form not used;
- e. Proposal not complete;
- f. Proposal not legible in whole or in part;
- g. Proposal not completed in ink or type;
- h. Proposal not signed;
- i. “Agreement to Terms and Conditions”, when required, is not executed or included with the Proposal; and,
- j. Other mandatory forms or details required and clearly shown in the RFP as being required upon submission of a Proposal are omitted.

### **6.5.2** The following represent circumstances where a Proposal is questioned but may be accepted after examination or correction:

- a. Proposal containing simple arithmetic errors as determined during evaluation process;
- b. Proposal not acknowledging correct number of addenda issued.

## **6.6 Workplace Safety and Insurance Act/Employment Insurance Act**

The Proponent must provide a current and valid “Certificate of Clearance” with their Proposal, or a letter from the Workplace and Safety Insurance Bureau (“WSIB”) confirming their exemption.

The Consultant shall be responsible for providing Workers' Compensation coverage for their employees, and no extras will be allowed for such items.

The Consultant shall, forthwith upon being notified that they are the successful Proponent, provide the Heritage Resources Coordinator with a Certificate of Clearance, or letter confirming their exemption, from WSIB.

The Consultant clearly understands and agrees that they are not, nor is anyone hired by them, covered by the City under the **Workplace Safety Insurance Act, Employment Insurance Act**, or any other act whether Provincial or Federal in respect of themselves, their employees and operations, and shall upon request furnish the City with satisfactory evidence that they have complied with the provisions of any such acts.

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Information on coverage under the **Workplace Safety and Insurance Act** can be obtained directly from WSIB. The City is not to be deemed the employer of the Consultant or their personnel under any circumstances whatsoever.

**6.7 The Occupational Health and Safety Act**

The Consultant shall comply with all conditions and regulations of the **Occupational Health and Safety Act**, R.S.O. 1990, and the regulations enacted hereunder for construction projects and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of their Work on this Agreement.

**6.8 Insurance****6.8.1 General Liability Insurance**

The Consultant shall procure and maintain Comprehensive General Liability Insurance, which shall:

- a. Have a limit of liability of not less than **Two Million Dollars (\$2,000,000)** inclusive for any one occurrence;
- b. Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Consultant;
- c. Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City;
- d. Name the "Corporation of the City of Peterborough" as an additional insured party; and,
- e. Contain a cross-liability clause.

The insurance company must be satisfactory to the City.

The Consultant shall pay for all premiums and expenses incurred with the insurances.

**6.8.2 Vehicle Insurance and Licensing**

The Consultant shall maintain vehicle insurance and licensing with a limit of liability not less than **Two Million Dollars (\$2,000,000)** for any and all company vehicles as applicable to be used in the provision of the Agreement requirements.

**6.8.3 Professional Indemnity Insurance**

The Consultant shall maintain Professional Indemnity Insurance in the amount of **Two Million Dollars (\$2,000,000)**.

**6.8.4 Proof Of Insurances**

The Proponent shall provide with their Proposal, proof of insurance required per **Sections 6.8.1, 6.8.2 and 6.8.3.**

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In the event that satisfactory proof of insurance cannot be provided, a letter from the Proponent's insurance company confirming that the Proponent is able to obtain the required insurance will suffice.

**6.8.5 Certificates of Insurance**

Prior to the start of any Work, the Consultant shall file with the City, together with the signed Agreement, a Certificate of Insurance, clearly stating that the insurance complies with all the requirements listed in **Sections 6.8.1, 6.8.2 and 6.8.3.**

**6.9 Sub-Consultants**

The Proponent shall provide a list of sub-consultants to be used while completing the Project (**see Appendix D**). Once submitted, no name on this list shall be changed without written authorization from the Heritage Resources Coordinator and the list shall be deemed to be the Consultant's sub-consultants for this Project.

All sub-consultants shall be bound by the conditions of the RFP. The Consultant shall be held fully responsible to the City for the acts and omissions of their sub-consultants and of persons directly or indirectly employed by them, and for the acts and omissions of persons directly employed by them.

**6.10 Pricing Summary and Taxes**

The Proponent shall complete **Appendix B "Pricing Summary"** attached. Prices quoted shall remain firm until 90 days after the Proposal Closing. Prices quoted shall indicate HST extra.

All Proponents are required to provide their Business Number on **Appendix B.**

All Proponents operating as a Small Trader with the Federal Government must advise the City on **Appendix B.**

As part of the monthly invoicing, the Consultant must provide a cost breakdown for actual services provided on an hourly basis.

The City is not responsible for costs incurred as a result of not understanding the statements in this RFP. It is the Proponent's responsibility to seek clarification if unsure of what is expected.

**6.11 Agreement****6.11.1 Execute Agreement**

The Consultant will be required to enter into a formal Agreement with the City and will be required to execute the Agreement; furnish the necessary Certificate of Insurance and all other mandatory requirements, as stated in the **Section 9.6** of the RFP, **within ten (10) business days** not including Sunday, or a legal holiday, from the date of mailing of the notice from the City to the Consultant that the Agreement is ready for signature.



See **Attachment 2 – Sample Agreement.**

The City will issue a Purchase Order to the Consultant in conjunction with the Agreement.

#### **6.11.2 Cancellation of Agreement**

The City reserves the right to cancel any resulting Agreement, due to non-performance of any kind, with thirty (30) days written notice. Should non-performance involve any issues regarding Health and Safety of staff on site, the Agreement may be cancelled immediately without notice in its entirety in the sole discretion of the City. The City may also cancel the Agreement without cause by means of a thirty (30) day advance written notice.

#### **6.12 Rights of the City of Peterborough**

The City will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

#### **6.13 Permits, Fees and Certificates**

The Consultant shall apply for, obtain and pay for all permits and inspection fees required for the Work hereinafter specified. The Consultant shall provide to the Heritage Resources Coordinator copies of all permits or certificates as may be required to comply with regulations governing this type of work.

#### **6.14 Employees**

In the performance of this Agreement, the Consultant shall be an independent Consultant. Neither the Consultant nor any of their employees shall be deemed to be employees of the City.

#### **6.15 Confidentiality**

The Consultant selected recognizes that they will, by the nature of the goods and services being provided to the City, have access to confidential information. It is understood and agreed that the Consultant, their employees, agents, representatives and officers shall hold all information, whether confidential or not, in the strictest confidence. The Consultant shall not disclose, nor permit by any act or failure to act the disclosure of, any information to any third party at any time during or after the term of their Agreement with the City. Nor will the Consultant use any information however obtained as a result of performing duties for the City for their own commercial, financial, or personal advantage. The Consultant also acknowledges that they may be held both criminally and civilly responsible for any breach of confidentiality.

#### **6.16 Indemnification**

The Consultant will always indemnify and save harmless the City, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by the City, its agents or employees, by reason of the errors or omissions of the Consultant, in regard to this Proposal or

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any Agreement which results there from, including any charges arising as a result of any health and safety violation on the part of the Consultant.

The Consultant hereby grants to the City full power and authority to settle any action, suit, claim or demand on such terms as the City may deem advisable, and hereby covenants and agrees to pay the City on demand all monies paid by the City pursuant to any such settlement, together with the reasonable costs of the City or their solicitor in defending or settling any such action, suit, claim or demand.

**6.17 Changes to Work When Agreement Underway**

No deviation from the specifications shall be made by the Consultant in the execution of the Work, without written approval of the City.

The City will not pay the Consultant any amounts over and above the Proposal amount unless the City and the Consultant agree to a price change as the result of changes in the Work required before the additional Work is undertaken.

The Consultant shall furnish a complete breakdown of any costs beyond the Proposal amount to support the additional amount.

**6.18 Compliance With Codes, Regulations And By-Laws**

The Consultant agrees to obey all Government, Municipal and Underwriters codes and regulations, etcetera and perform all Work in accordance with the requirements of By-Laws in force in the area where the Work is to be carried out.

**6.19 The City's Right To Terminate Agreement Under Certain Conditions**

If the Consultant is adjudged as bankrupt; or if they should make a general assignment for the benefit of their creditors; or if a receiver should be appointed on account of their insolvency; or if they should, except in the case of any event beyond their reasonable control, refuse or fail to supply enough properly skilled workmen or proper materials or equipment, after having received seven (7) days notice in writing from the City to supply additional workmen, or materials, or equipment; or persistently disregard laws, ordinances, or instructions of the City, or otherwise be guilty of a substantial violation of the provisions of the Agreement, then the City, upon notification to the Consultant that sufficient cause exists to justify such action, may without prejudice to any right or remedy, by giving the Consultant seven (7) days written notice, terminate the Agreement of the Consultant, and finish the work by whatever method is considered expedient, but without undue delay.

In such case, the Consultant shall not be entitled to receive any further payment until all Work is finished. If the outstanding balance due on the Agreement price shall exceed the expense of finishing the Work, including compensation to the City for its additional services, such excess shall be paid to the Consultant. If such expense shall exceed unpaid balance, the Consultant shall pay the

difference to the City. The expenses incurred by the City through the Consultant's default shall be determined by the City.

#### **6.20 Protection of Work and Property**

The Consultant shall be held responsible by the City for all damage caused by themselves their employees, or any sub agents, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes, wharfs, or structures adjacent to or in the general area of the work, through any other cause relating to the Work carried out under this Agreement. Additionally, the Consultant will be required to make good all such damage at their own expense to the satisfaction of both the owner and the City.

The Consultant shall be fully responsible for ALL accidents arising by reason of execution or non-execution, or non-repairs of the said Work, or by reason of any failure to comply with the requirements of this clause and shall fully indemnify the City in respect thereof.

The Consultant shall conduct the Work at all times, with the safety of employees on the job and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and all Government requirements applying to the work.

#### **6.21 Work Schedule and Quality Of Work**

The Consultant shall execute the whole of their Work with every possible dispatch and in a substantial and workmanlike manner.

#### **6.22 Conflict of Interest**

The Consultant covenants that the Work will be undertaken without a conflict of interest and that during the course of the Work, the Consultant shall not undertake any Work for any other client, which would result in a conflict of interest, without the prior written consent of the City.

#### **6.23 Payments, Holdbacks**

Upon completion of all Work covered by the Agreement to the satisfaction of the City, the Consultant shall be paid a sum equal to ninety percent (90%) of the Agreement price.

The remaining ten percent (10%) of the Agreement price shall be paid when the Consultant has satisfied the City that all bills for wages and materials and all other liabilities in connection with the Agreement have been met and a final report on the Municipal Cultural Plan is satisfactorily presented to the Heritage Resources Coordinator.

**6.24 Cancellation**

The City reserves the right to cancel the Agreement if the goods or services are unsatisfactory, if delivery requirements are not met or if invoice amounts do not match with the quoted prices. The City may also cancel the Agreement without cause by means of a 30-day advance written notice.

**6.25 Assignment**

The Consultant shall not assign or sublet the Agreement or any portion thereof without the prior written consent of the City. Such consent shall not release or relieve the Consultant from any of their obligations or liabilities under this Agreement.

**6.26 Ownership**

All information, data, policies, plans, and documents prepared and collected by the Consultant shall be the property of the City. The Consultant shall deliver all information, data, policies, plans, and documents to the City immediately upon completion or abandonment of the Project.

**6.27 Electronic Funds Transfer**

The City's preferred method for payment of invoices is via Electronic Funds transfer ("EFT"). Information may be obtained from the City Contact person for Proponents who choose to participate in the program. Signup is required only once. Information submitted is held in the strictest confidence and is kept on file for **all** future payments.

**6.28 Harmonized Sales Tax**

Changes in taxes, due to the introduction of the new Harmonized Sales Tax ("HST"), are set to take effect July 1, 2010.

The Proponent shall submit pricing assuming the Work will be subject to HST.

Prices shall include any cost savings arising from the transition to HST, such as the cost savings from the elimination of the PST embedded within the areas of the supply chain.

**6.29 Accessibility for Ontarians with Disabilities**

Pursuant to Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the "Regulation"), made under the Accessibility for Ontarians With Disabilities Act, 2005 ("the "Act"), the Consultant shall ensure that all of their employees, agents, volunteers, or others for whom they are responsible, receive training about the provision of goods and services provided to people with disabilities.

The Consultant shall submit, within ten (10) days of notification of award and with their signed Agreement, the completed "**Attachment 1 – Representation, Warranty and Acknowledgement of Accessible Customer Service Training**", providing their representation, warranty and acknowledgement that

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their employees, agents, volunteers, or others, will have completed Accessible Customer Service Training.

**If the Consultant does not provide the completed Attachment 1 as requested herein, the Agreement will be terminated and will be awarded to the next qualified Proponent.**

Accessible Customer Service Training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. All training and related expenses are the responsibility of the Consultant.

The Consultant shall submit to the City, if requested, documentation describing their accessible customer service training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training was provided and the attendees.

The City reserves the right to require the Consultant, at the Consultant's expense, to amend their training policies, practices and procedures, if the City deems them not to be in compliance with the requirements of the Regulation.

The Consultant shall only assign those employees who have successfully completed training, in accordance with Section 6 of the Regulation, to provide services on behalf of the City.

## **7.0 PROPOSAL DETAILS**

### **7.1 Intent**

The City is seeking a qualified Consultant or Consultant team to **Develop a Municipal Cultural Plan** for the City. The City requires the expertise of a Consultant that is familiar with the Province of Ontario's municipal cultural planning initiative to lead the cultural planning process in Peterborough.

The Consultant will be responsible for engaging City staff and the community, including businesses, elected officials, the new Canadian and Aboriginal communities and other residents of Peterborough, in the cultural planning process.

### **7.2 Background Work Done to Date**

#### **7.2.1 Mapping of Cultural Assets**

The City conducted its first cultural mapping exercise in 1995. The mapping data was last updated in 2007. The results showed that Peterborough has a vibrant arts, culture and heritage community with levels of activity above those typically found in communities of comparable size.

According to the last update Peterborough is home to:

- a. 42 heritage, education, and umbrella cultural organizations;
- b. 142 not-for-profit arts organizations;
- c. Hundreds of professional cultural workers, many with provincial, national and international reputations; and,
- d. Over 350 local businesses involved in cultural activity.

### **7.2.2 Laying the Groundwork for the Next Generation of Cultural Mapping**

It is important that the information in the Cultural Map is managed in a way that provides a lasting resource. It is also important to consider that simply seeing 'dots on a map' can be misleading. One asset might employ a number of different people or involve a number of different locations or events within Peterborough. For example, while "Doors Open Peterborough" accounts for one asset, there are more than a dozen heritage sites each year that are opened up for visitors to explore during this event. Therefore, it is important to build more information into Peterborough's database of cultural assets. Staff from the Arts, Culture and Heritage Division ("ACHD") have been working with staff from Peterborough Technology Services ("PTS") and Land Information Services ("LIS") to better integrate cultural data with other City data.

### **7.2.3 Community Calendar**

The Peterborough Public Library and Tekdesk, a not-for-profit organization that provides technical support to public libraries and other not-for-profits, have developed an online events calendar to serve the cultural community of Peterborough. The Community Calendar went live on October 29, 2009. The goal of the calendar is to be a 'one stop shop' for promoting all arts, culture and heritage events in Peterborough. Local cultural organizations, as well as individual artists, can use the calendar to better coordinate and market their events. Local residents, cottagers and tourists can use the calendar to plan activities in Peterborough. More than fifty organizations are already using Peterborough's Community Calendar.

## **7.3 Scope**

### **7.3.1 The Work will include:**

- a. An audit of the cultural sector that includes an inclusive community consultation process and a review of sector capacity;
- b. The creation of a vision of cultural prosperity in Peterborough, and the integration of culture into our community identity;
- c. A review of the roles and responsibilities of the Arts, Culture and Heritage Division and the Arts, Culture and Heritage Advisory Committee ("ACHAC");
- d. The development of municipal policies, procedures and processes that support cultural integration;
- e. A comparison of Peterborough to other communities; and,
- f. The creation of mechanisms for measuring cultural prosperity.

**7.3.2 The Work will not include:**

- a. A review of the City's Community Grants Program;
- b. An operational review of City owned and operated cultural facilities; and,
- c. Cultural assets of neighbouring municipalities and the County (note that neighbouring municipalities may end up benefiting from Peterborough's MCP, and their input is welcome in the consultation).

**7.4 Desired Outcomes**

Peterborough's Municipal Cultural Plan will result in:

- a. The establishment of a new, common language and understanding of the importance of culture in municipal government and in the community;
- b. Capacity building in the cultural sector;
- c. Formalizing Council and municipal staff leadership and commitment;
- d. The creation of a process for assessing the economic impact of culture, and tools for measuring the impact of culture on quality of life;
- e. Community and stakeholder engagement in cultural planning;
- f. The establishment of 'early wins' by undertaking priority actions in which stakeholders see their input reflected;
- g. An improved inventory of cultural assets (cultural map);
- h. A clear understanding of the health of the community of cultural producers:
  - i. Who consider themselves to be a part of this community;
  - ii. Their level of satisfaction with their work and working conditions;
  - iii. Their capacity; and,
  - iv. Their role in the community.
- i. Improved capacity for the public to engage in and celebrate the culture of the community;
- j. Cultural integration within the Municipality through:
  - i. Integration of creative cultural opportunities and elements into municipal planning initiatives, strategies and projects;
  - ii. Formalized cross-sectoral input into policy development; and,
  - iii. Establishment of cross-sectoral partnerships.

**7.5 Deliverables**

The following deliverables are expected from the Consultant and should be considered when developing a plan for the Project.

**7.5.1 Inclusive Community Consultation**

Through a series of public forums, develop a community-endorsed vision of cultural prosperity in Peterborough. These forums should be designed in such a way as to ensure that there is input from a wide range of stakeholder groups within the community. These stakeholder groups include, but are not limited to:

- a. Artists;
- b. Cultural organizations and their patrons/members;

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- c. Arts, culture and heritage 'umbrella' organizations;
- d. Businesses in creative industries;
- e. Business support groups, such as the Chamber of Commerce, Greater Peterborough Area Economic Development Corporation ("GPAEDC"), the Downtown Business Improvement Association ("DBIA"), Peterborough Community Futures Development Corporation and the Prosperity Roundtable;
- f. Owners and tenants of heritage properties;
- g. Members of Council and City staff;
- h. Academic institutions, including Trent University, Fleming College, and Peterborough Collegiate Vocational School;
- i. Parks Canada and the Trent Severn Waterway;
- j. Literary associations;
- k. Hospitality industry, including hotels, bars, restaurants, bed & breakfasts, etc.;
- l. The New Canadians Centre, Newcomers, and other organizations serving new residents of Peterborough;
- m. Youth;
- n. Seniors;
- o. Seasonal users (i.e. cottagers);
- p. Corporate sponsors;
- q. Funding bodies (all levels of government and private foundations);
- r. Regional stakeholders;
- s. First Nations;
- t. Peterborough Green Up and other environmental advocacy groups;
- u. Service Clubs;
- v. Multicultural groups;
- w. Horticultural and Agricultural Societies;
- x. Major employers;
- y. Sports and recreation groups;
- z. Urban planners and architects; and,
- aa. Members of the community with a general interest in culture.

The goal of this community consultation process is to identify activities that the community considers to be key components of Peterborough's culture. The role of the Consultant or Consultant team will be to guide the discussions and insure that all interested members of the community are able to participate.

The City may also provide assistance with the community consultation by identifying key stakeholders, suggesting events to attend, undertaking mailings and arranging facilities for public meetings.

#### **7.5.1.1 What is included in the inclusive community consultation:**

- a. Enabling members of the community to share their vision of cultural prosperity in Peterborough;
- b. Seeking out and engaging the community partners;



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- c. Creating a clear understanding of what is unique and special about Peterborough and its residents;
- d. Focus groups and public meetings open to all members of the community. Note: These meetings should take place during different seasons, as not all members of our community are here year round (i.e. post-secondary students, cottagers);
- e. Surveys conducted at major events (i.e. Dragon Boat Festival, Little Lake Music Festival, etc.) and through social networking sites (i.e. Facebook, Twitter, etc.). Note: The Consultant will be expected to attend local events and interact with members of the community. Particular attention should be paid to the early autumn period when many cultural events, including Doors Open, Artsweek, the Autumn Studio Tour, and others festivals, take place in Peterborough;
- f. Social research to identify target groups; and,
- g. Survey of those communities not typically identified as having an interest or role cultural production, consumption or the celebration of a unique heritage.

**7.5.1.2 What is not included in the inclusive community consultation:**

- a. Opportunities for cultural organizations to request additional funding, new or improved facilities, or other resources – the community consultation process is not intended to create a ‘wish list’ for local arts, culture and heritage organizations, nor is the intent to create a Master Plan for arts, culture and heritage;
- b. Debate amongst members of the community – the community consultation is meant to be a constructive process to gather information about how the community views culture. It is not meant to be a forum for airing grievances.

**7.5.2 Audit of Cultural Sector**

Keeping in mind the vision of cultural prosperity in Peterborough that will be developed following the inclusive community consultation:

- a. Undertake an analysis of the cultural sector that will provide a blueprint for capacity building within the arts, culture and heritage community;
- b. Identify programs or services that should be introduced by the City to build capacity within the community; and,
- c. Identify key partnerships and community initiatives to develop a stronger framework for arts, culture and heritage.

**7.5.3 Review of Organizational Structure**

- a. Develop a defined Mission for the Arts, Culture and Heritage Division (“ACHD”); and,
- b. Identify areas for attention in the ACHD.

**7.5.4 Cultural Integration Within the Municipality**

Undertake an analysis of the City's governance and decision-making processes and make recommendations to:

- a. Identify barriers to the implementation of the recommendations created by the vision of cultural prosperity in Peterborough and the ACHD organizational structure review that are a result of City policy;
- b. Engage and integrate Arts, Culture and Heritage in the development of policies, planning initiatives, strategies and projects within the organization;
- c. Determine appropriate cross-sectoral partnerships within the municipal planning process, and the resources that are needed to support and develop these partnerships;
- d. Identify key municipal committees that will benefit from a cultural perspective, and develop a plan for its integration; and,
- e. Develop a plan for ensuring that there is communication between municipal government and the community in regards to arts, culture and heritage.

**7.6 Resources Available for Review**

There are a number of documents that relate to the current RFP. They include, but are not limited to:

- a. Market Hall Feasibility Study;
- b. City of Peterborough Downtown Economic Analysis;
- c. Central Area Master Plan;
- d. Little Lake Master Plan;
- e. Vision 2010: A Strategic Plan Update for Recreation, Parks & Culture;
- f. Greater Peterborough Area Vision 2020;
- g. 2031 Intensification Plan; and,
- h. Premiere-ranked Tourism Destination Report.

Electronic copies of these reports are available on the City's website at: [www.peterborough.ca/business/tenders.htm](http://www.peterborough.ca/business/tenders.htm) under **P-26-10**.

**7.7 Project Orientation**

The Municipal Cultural Plan is seen as a significant Project for the City. In order to ensure the success of the Project, a structure has been created to provide support to the Consultant selected.

**7.7.1 Administrative Steering Committee**

The Consultant will work with an Administrative Steering Committee (“ASC”). The ASC will oversee the Project to ensure key objectives are met; review outcome; and provide guidance to the Consultant in the development of a forward thinking Municipal Cultural Plan that will provide a blueprint for future initiatives for the City.

The ASC is led by Mr. Erik Hanson, Heritage Resources Coordinator and includes City staff representing Community Services, Planning and Development Services, Utility Services and Corporate Services.

**7.7.2 Technical Working Committee**

Additionally, a Technical Working Committee (“TWC”) will be formed with representation from City staff that includes, but is not limited to:

- a. Manager, Planning;
- b. Waste Management Manager;
- c. Manager of Housing;
- d. Manager, Design and Construction;
- e. Manager of Financial Planning and Revenue Services;
- f. Division Head, Social Services;
- g. Manager, Land Information Services;
- h. Deputy Chief Building Official; and,
- i. Corporate Policy Coordinator.

The TWC will provide technical advice to the Consultant and ASC; identify key resources to the Consultant for review; make recommendations to the implementation strategy; identify research to be carried out by the Consultant in order to maintain high standards and to ensure the successful completion of the Project.

**7.8 Meeting Frequency**

The Consultant should be prepared to undertake a minimum of:

- a. Four (4) public meetings;
- b. Up to twenty (20) stakeholder interviews;
- c. Six (6) meetings/presentations with the ASC;
- d. Six (6) meetings with the TWC;
- e. Regular meetings/consultation with the City Contact (conference call will be acceptable in some cases with the City Contact); and,
- f. Five (5) final presentations to each of: the Arts, Culture & Heritage Advisory Committee, the Peterborough Architectural Conservancy Advisory Committee, the Arenas, Parks & Recreation Advisory Committee, the general public, and the Mayor and members of City Council.

**7.9 City Contributions and Role of Consultant in Public Consultation**

The ASC and TWC will provide support to the Consultant by identifying key stakeholders, undertaking mailings and arranging facilities for public meetings.

The Consultant will be responsible for undertaking all research and analysis, arranging suitable human resources for recording, interpreting, and synthesizing all community and stakeholder input.

**7.10 Proposed Schedule**

The proposed schedule is as follows:

Closing time for RFP	May 20, 2010
Evaluation of Proposals	May 24-28, 2010
Interviews, if required	May 31-June 11, 2010
Approval by City Council	July 5, 2010
Presentation of Municipal Cultural Plan final report	July 2011

**Proponents who cannot complete the Project within this timeframe should not submit a Proposal.**

**8.0 TO INCLUDE IN PROPOSAL****8.1 Address Evaluation Criteria**

The City is seeking Proposals from Proponents who are both interested in, and capable of undertaking the project. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the Project. The detail and clarity of the written submission will be indicative of the Proponent's expertise and competence.

The Proponent shall limit their Proposal to no more than twenty (20) pages (or ten (10) double-sided sheets of paper), including cover letter, covers and content, and excluding any addenda and completed Appendices A to D.

Should the Proponent wish to include copies of other studies completed, they may do so and these will not be considered part of the twenty (20) pages, but these studies must be independent documents from the Proposal.

**Please note** any materials submitted with the Proposal will not be returned.

**The Proponent shall provide the following information in the order stated in this Section.**

**8.2 The Company**

The Proponent shall provide the following information:

- a. Name, address, phone number, fax number, email address of Company submitting a Proposal;
- b. Name and title of contact person for Company, including day and evening telephone numbers, cell phone numbers; email address;
- c. Number of years in operation;
- d. Number of professionals by discipline; and,
- e. Firm's area(s) of specialty/concentration.

**8.3 Staff**

The Proponent shall provide the following information:

- a. A brief outline of qualifications and past experience of all the team members, including all sub-consultants, to be assigned to the Project;
- b. Identify the Project Team Manager and give examples of past projects that were led by this individual;
- c. Identify the reporting relationships of all team members and a definition of each key participant's role;
- d. Provide a detailed cost estimate containing the number of hours provided by each member of the Project team. The Proposal will include a table showing the hourly rates for all team members. The overall project costs for both professional fees and expenses shall be an upset limit.

**8.4 Approach**

The Proponent shall provide a description of the step-by-step approach and manner in which the Proponent's team proposes to accomplish the Project outlined in the RFP.

The Proponent shall include any suggested refinements to the deliverables.

The Proponent shall outline their approach to public consultation in order to obtain constructive input into the plan.

The Proponent shall outline their plan for working with City staff and relevant Committees/Boards.

The Proponent shall identify any support, other than that identified in **Section 7.9** that is required by the Proponent to be successful.

**8.5 Project Schedule**

The Proponent shall provide a proposed project schedule including project milestones and delivery dates for each of the deliverables, as well as an outline of the ability of the Proponent's team to complete the Project based on current and projected workload.

**8.6 Acknowledgements**

Appendix A

The Proponent shall complete and submit “**Appendix A - Acknowledgements**”, including acknowledgement of the number of addenda that been issued.

**8.7 Pricing**

The Proponent shall complete and submit “**Appendix B –Pricing Summary**”

**8.8 References**

The Proponent shall complete and submit “**Appendix C – References**”, with a minimum of three (3) client references for relevant public projects led by the proposed Project Manager and/or team including the name, address, email address and telephone number of a reference contact person for each.

**The City reserves the right to contact any or all references during the evaluation process.**

**8.9 Sub Consultants**

The Proponent shall complete and submit “**Appendix D – Sub Consultants**”, with a list of sub consultants to be used while completing the required Project.

**8.10 Other Documentation**

- a. Current and valid “Certificate of Clearance”, or letter of exemption (**Section 6.6**);
- b. Proof of Insurances (**Section 6.8.4**).

**9.0 EVALUATION AND AWARD****9.1 Evaluation**

This is an RFP, which shall be awarded based on evaluation of the criteria set out in this Section.

**9.2 Evaluation Committee**

An Evaluation Committee, consisting of members of the ASC, and a representative from the Arts, Culture & Heritage Advisory Committee, will be evaluating submissions using the Criteria in **Section 9.4**.

**9.3 Clarification and References**

Some scores assigned to the various categories may be determined through reference checks. The City may investigate as it deems necessary to determine the ability of the Proponent to perform the Work and the Proponent shall furnish the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proponent fails to satisfy the City that the Proponent is qualified to carry out the obligations of the Agreement.

#### 9.4 Scoring and Selection

Generally, the factors that will be considered in choosing the Consultant will include the following:

CRITERIA	RATING
<b>Overall Clarity/Understanding of Requirements</b> <ul style="list-style-type: none"> <li>Proposal is complete, organized and presented in a clear manner according to RFP requirements</li> <li>Proposal demonstrates an understanding of the Project and Proposal Guidelines</li> </ul>	10%
<b>Firm, Project Manager and Other Team Resources or Sub-Consultants</b> <ul style="list-style-type: none"> <li>Education, training, qualifications</li> <li>Past experience, including similar projects and demonstrated ability to lead</li> </ul>	25%
<b>Details Provided of the Approach and Strategy</b> <ul style="list-style-type: none"> <li>Methodology - Proposal outlines clearly the approach the Consultant proposes to take in achieving the required deliverables – including strategies for implementation</li> <li><b>Proposed Schedule/Timetable is clearly articulated and realistic</b></li> </ul>	30%
<b>Value Added</b> <ul style="list-style-type: none"> <li>Proponent has recommended innovative approaches to undertaking the project and achieving the end result</li> </ul>	15%
<b>Fee Proposal</b> <ul style="list-style-type: none"> <li>Proponent with lowest cost will be given full percentage rating for these criteria. Next lowest and all others submitted will be given rating based on percentage difference to lowest cost</li> </ul>	20%
<b>TOTAL</b>	<b>100%</b>

**Note: Lowest or any Proposal not necessarily accepted.**

The process for selection of a Consultant will start with a review of Proposals by the Evaluation Committee. The Evaluation Committee will be rating the Proponent's ability to address the proposed scope of services, including the approach, the personnel who will do the Work, the in-house technical expertise, and the ability to meet the project schedule as demonstrated by the Proponent's schedule/timetable.

The Proposal should discuss in sufficient detail the steps that the Proponent would take to arrive at the desired results. The discussion shall be important for the scoring process.

The Evaluation Committee may conduct interviews with a short-list of Proponents. Interviews, if required, will take place the week of May 31 – June 11, 2010.

By responding to this RFP, the Proponent agrees to accept the recommendation of the Evaluation Committee as final and binding.

**9.5 Recommendation/Award**

Recommendation for award of this Proposal will be based on the Proponent's overall score and the results of an interview, should it be warranted.

Award of this Proposal will require the approval of the Council of the City of Peterborough.

**9.6 Requirements on Acceptance of Award**

The Consultant will be required to submit the following to the City:

- a. WSIB Certificate of Clearance (**Section 6.6**);
- b. Certificates of Insurance (**Section 6.8.5**);
- c. Signed Agreement (**Section 6.11**); and
- d. Representation, Warranty and Acknowledgement of Accessible Customer Service Training (**Section 6.29**).

**10.0 ERRORS AND OMISSIONS**

**10.1** It is understood and agreed that this RFP includes specific requirements and specifications. The City shall not be held liable for any errors or omissions in any part in this RFP.

**10.2** Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and considerations with respect to the matters addressed in the RFP.

**10.3** 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 Agreement.

**11.0 PROPOSAL CHECKLIST**

The Proponent is responsible for ensuring that the Proposal is complete, by providing the following:

**11.1 One (1) "ORIGINAL" to include:**

- Any addenda issued, with original signatures;
- Originals of documentation to address requirements of **Section 8.0 "To Include in Proposal"**

**11.2 Seven (7) copies of:**

- Documentation to address requirements of **Section 8.0** (may be photocopies)



**Attachment 1****REPRESENTATION, WARRANTY AND ACKNOWLEDGEMENT REGARDING  
ACCESSIBLE CUSTOMER SERVICE TRAINING****REPRESENTATION AND WARRANTY****(Insert Company name)** \_\_\_\_\_*Hereby represents and warrants that:*

1. *My/Our employees, agents, volunteers, or others for whom I/We are responsible, will have successfully completed Accessible Customer Service Training prior to commencement of the Work on behalf of the Corporation of the City of Peterborough, in accordance with the award of RFP # **P-26-10 – Consulting Services to Develop a Municipal Cultural Plan.***
2. *The Accessible Customer Service Training provided will encompass the following training content:*
  - a. *A review of the purposes of the **Accessibility for Ontarians with Disabilities Act, 2005** and the requirements of the customer service standard;*
  - b. *How to interact and communicate with people with various types of disability;*
  - c. *How to interact with people with disabilities who use an assistive device, service animal or a support person;*
  - d. *How to use the equipment or assistive devices available on City premises or that are otherwise provided that may help with the provision of goods or services to people with disabilities;*
  - e. *What to do if a person with a particular type of disability is having difficulty accessing the City's goods or services; and*
  - f. *The City's accessible customer service policies, procedures and practices governing the provision of goods or services to people with disabilities.*

**ACKNOWLEDGEMENT**

*I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the City of Peterborough and as such I/We solemnly provide this representation and warranty as if it were given under oath.*

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Signature(s)\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
PRINT TITLE\_\_\_\_\_  
Date**I/WE HAVE THE AUTHORITY TO BIND THE COMPANY**

**Attachment 2****SAMPLE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**B E T W E E N:****THE CORPORATION OF THE CITY OF PETERBOROUGH**

500 George Street North, Peterborough, ON, K9H 3R9  
(the "City")

- and -

**INSERT FULL LEGAL NAME OF CONSULTANT**

(the "Consultant")

**WHEREAS** the Consultant is retained to provide the services as outlined below in order to assist the City in developing an overall **Municipal Cultural Plan** in the City of Peterborough as required pursuant to **Request For Proposals P-26-10**;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants hereinafter contained the parties hereto do covenant and agree with each other as follows:

**SECTION 1: DEFINITIONS**

In this Agreement

**1.1** "City" means the Corporation of the City of Peterborough.

**1.2** "Consultant" means the Consultant, and their agent, servants and employees; the successful Proponent.

**1.3** "Services" means all professional services required to prepare the Master Plan, according to the Proposal and Work program as mutually agreed upon by the Consultant and the City attached as set out in **Request For Proposals P-26-10** attached hereto as Schedule "A" and forming part of this Agreement.

**1.4** "Study" means the development of a **Municipal Cultural Plan** in the City of Peterborough in accordance with **Request For Proposals P-26-10**.

**Attachment 2 – cont'd****SECTION 2: THE CONSULTANT'S SERVICES****2.1 Services**

The City hereby retains the Consultant to perform the Services.

**2.2 Performance**

The Consultant shall exercise reasonable care, skill and diligence in performing the Services.

**2.3 Confidentiality**

The Consultant shall keep strictly confidential any personal or confidential information communicated to or acquired by the Consultant during the course of completing the Study.

**SECTION 3: THE CITY'S RESPONSIBILITY****3.1 Access to Municipal Documents and Statistics**

The City shall make available at no cost to the Consultant any relevant municipal documents, plans or similar information as may be required by the Consultant to assist in the preparation of the Study and that are available to and under the control of the City. Upon completion of the Study, the relevant municipal documents shall be returned to the City.

**3.2 City's Decisions**

The City shall give due and reasonably expeditious consideration to all matters arising in the course of the performance of the Services that require direction or a decision by the City in order that the Consultant will not be unreasonably delayed in performing the Services provided for herein.

**SECTION 4: FEES AND DISBURSEMENTS****4.1 Consultant's Fees**

The City shall pay to the Consultant for the Services a total amount not to exceed the amount set out in the Pricing Summary contained within **Appendix B**, such sum being inclusive of HST.

**4.2 Disbursements**

The Consultant's Fee shall include all disbursement costs normally associated with professional services required to perform the prescribed Services as set out in the Proposal.

**4.3 Payment of Invoices**

Payment of invoices shall be made by the City within thirty (30) days of receipt of the same.

**Attachment 2 – cont'd****4.4 Additional Services**

If, during the term of the Consultant's obligation as described in **Section 2** hereof, the City makes a decision which would require additional services or expenses not normally incurred in providing the Services, the Consultant will immediately advise the City in writing that such extra services will be necessary. Any additional fee for the provision of such extra services shall be approved, in writing, by the City prior to the Consultant proceeding with the additional services.

**SECTION 5: GENERAL CONDITIONS****5.1 Indemnity**

The Consultant shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs or damages which the City may suffer as a result of negligence by the Consultant, their employee or agents, in the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of the Services.

**5.2 Right of Use**

All material used in connection with the Study and prepared by the Consultant are instruments of service for the execution of the Project, and as such are the property of the City. The Consultant is entitled to use copies of said material, but only for their intended purpose in connection with the Study.

Upon completion of the Project, if the information, data, policies, plans, and documents prepared and collected by the Consultant is altered in any manner whatsoever without the Consultant's prior consent, the Consultant does not warrant the fitness of same for the City's use.

**5.3 Adherence to Time Schedules**

The Consultant shall carry out the Project with the utmost dispatch and, subject to delays beyond their control, shall complete the Services in accordance with the approved time schedule as set forth in the Proposal, or any subsequent revision that may be agreed upon by the Consultant and the City in writing.

**5.4 The Consultant's Staff**

- a. The Consultant's Project Manager shall be responsible for ensuring the full performance of the terms and provisions of this Agreement on behalf of the Consultant. The Project Manager may only be replaced with the consent of the City, such consent not to be unreasonably denied.
- b. It is specifically understood, acknowledged and agreed that the Consultant is an independent contractor and that a business relationship exists with the City. Therefore, the Consultant will not be covered by the City under the

**Attachment 2 – cont'd**

provisions of the ***Workplace Safety and Insurance Act, 1997***. Furthermore, the Consultant is responsible for all statutory deductions in respect of the Consultant's employees.

**5.5 Arbitration**

In the case of any dispute arising between the City and the Consultant as to their respective rights and obligations under this Agreement, either party hereto shall be entitled to require arbitration with respect to the dispute by giving a written notice to arbitrate one to the other. In that event, both the City and the Consultant, within five (5) days after the giving of notice to arbitrate, shall give notice to the other nominating one arbitrator on behalf of the party giving the notice, and, the two arbitrators so nominated shall, within five (5) days, nominate a third arbitrator. The three arbitrators so nominated shall determine the dispute having regard to all of the provisions of this Agreement (provided that if either party shall fail to nominate an arbitrator in accordance with the foregoing or if the two arbitrators who have been nominated fail to agree on the nomination of the third arbitrator, either the City or the Consultant may apply, upon notice to the other, to a Justice of the Supreme Court to Ontario who shall have jurisdiction to nominate such arbitrator or arbitrators). The decision of any two of the three arbitrators shall be binding and final upon the parties. The cost of such arbitration shall be as awarded by the arbitrators. Except as to matters otherwise provided herein, the provisions of the Arbitrations Act of Ontario (or any successor statute thereof) shall apply.

**5.6 Notices**

All notices, requests and other communications required in writing in this Agreement shall be deemed to have been duly given at the time of delivery or two days after the day of mailing if mailed by first class mail postage prepared and addressed:

- a) To the City at:

City Clerk  
500 George Street North  
Peterborough, Ontario K9H 3R9

And,

- b) To the Consultant at:

***INSERT CONSULTANTS CONTACT INFORMATION***

**5.7 City's Right to Terminate Agreement**

The City shall have the right to terminate this Agreement, forthwith, on written notice to the Consultant, in the event that:

**Attachment 2 – cont'd**

- a) The Consultant makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or an order is made for the winding-up of the Consultant; or
- b) The Consultant refuses or fails to supply sufficient properly skilled workmen or proper materials at all times to perform the Services in the manner and to the standards required under this Agreement, or they fail to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities including federal, provincial and municipal legislative enactments, by-laws and other regulations now or hereafter in force which pertain to or affect the Services or the conduct of the Consultants' business at the Site; or
- c) The Consultant fails to institute appropriate corrective action forthwith after verbal notification by the City (which shall be confirmed subsequently in writing) of any failure on the part of the Consultant to comply with any of the terms and specifications of this Agreement notwithstanding that such failure is the result of any cause beyond the Consultant's control.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their respective hands and seals.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

) **THE CORPORATION OF THE**  
 ) **CITY OF PETERBOROUGH**  
 )  
 )  
 ) \_\_\_\_\_  
 ) D. Paul Ayotte, Mayor  
 )  
 ) \_\_\_\_\_  
 ) Nancy Wright-Laking, City Clerk  
 )  
 ) **INSERT FULL LEGAL NAME OF**  
 ) **CONSULTANT**  
 )  
 ) \_\_\_\_\_  
 ) Name:  
 ) Office:  
 )  
 ) \_\_\_\_\_  
 ) Name:  
 ) Office:

I/We have authority to bind the Corporation

**Appendix A****ACKNOWLEDGEMENTS**

1. **I/WE ACKNOWLEDGE** that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same Work and is in all respects fair and without collusion or fraud.
2. **I/WE ACKNOWLEDGE** that all matters stated in the Proposal are in all respects true.
3. **I/WE ACKNOWLEDGE** that the undersigned have carefully read the General Terms and Conditions and Requirements, as per the RFP, and have satisfied ourselves as to the conditions under which the Work is to be carried out, and do hereby make an offer to the Corporation of the City of Peterborough to **Develop a Municipal Cultural Plan for the City**.
4. **I/WE ACKNOWLEDGE** that \_\_\_\_\_ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.
5. **I/WE ACKNOWLEDGE** that acceptance of this Proposal and the issuance of a Purchase Order shall be considered a binding Agreement upon both parties. If specified at any time by the City, it is acknowledged and agreed that the terms and conditions and any representations made in reference to this Proposal shall be incorporated in an Agreement to be executed by the parties once the City of Peterborough has formally accepted the Proposal.
6. **I/WE ACKNOWLEDGE** that the Proposal will be evaluated on the basis of the submission contained herein and that the detailed results of the evaluation are final and will not be made public except for each Proponent being provided their own overall score in each evaluative category, if requested.
7. **I/WE ACKNOWLEDGE** and warrant that the price submitted shall be firm for a period of 90 days from the date of the Proposal Closing.
8. **I/WE** \_\_\_\_\_ having examined the Request for Proposals, do hereby offer and agree to provide a **Municipal Cultural Plan, Peterborough, Ontario**, as per specifications and at a price indicated on **Appendix B "Pricing Summary"**.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

_____ Firm or Organization Name	_____ Signing Authority
_____ Street Address	_____ Signature
_____ City	_____ Telephone and Fax Number
_____ Postal Code	

**Appendix B:****PRICING SUMMARY**

<b>Item</b>	<b>Pricing</b>
<b>Professional Fees (excluding taxes)</b>	\$
Additional Expenses - provide details (excluding taxes) _____ _____ _____ _____	\$
<b>Subtotal (excluding taxes)</b>	\$
HST	\$
<b>Total Project Cost (including taxes)</b>	\$

Business Number is \_\_\_\_\_

**OR**

Operates as a Small Trader with Federal Government \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

_____ Firm or Organization Name	_____ Signing Authority
_____ Street Address	_____ Signature
_____ City                  Postal Code	_____ Telephone and Fax Number



**Appendix C****REFERENCES**

<b>Company Name And Phone Number</b>	<b>Contact Person(s)</b>	<b>Type And Scope of Services/ Length of Agreement</b>
1.		
2.		
3.		
4.		

**Appendix D****SUB CONSULTANTS**

Listed below are the names and addresses of all sub consultants, together with the item(s), or services sublet to each for this Agreement.

The employment of sub consultants other than those listed below will not be permitted without the written authorization of the City.

<b>Name</b>	<b>Address</b>	<b>Item/Service Sublet</b>
1.		
2.		
3.		
4.		
5.		
6.		