



THE CORPORATION OF THE TOWN OF COLLINGWOOD
(the "Town")

REQUEST FOR PROPOSALS
FOR
Framework for a Municipal Cultural Programming Investment Plan

Request for Proposals No: PRC2012-03

ISSUED: January 6, 2012

Submissions are to be delivered to the Clerk, Town of Collingwood no later than
Friday, January 27, 2012 at 12 noon.

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REQUEST FOR PROPOSAL

1.0 INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals that achieve the best overall value to the Town.

1.2 *Type of Contract for Services*

The selected Proponent will be required to enter into an agreement (“Agreement”) with the Town for the provision of the Services.

1.3 *Compliance with Applicable Laws*

A condition of the Agreement is the requirement that the successful Proponent comply with all applicable laws of Ontario and Canada, including the Occupational Health and Safety Act (Ontario), the Ontario Human Rights Code, the Pay Equity Act (Ontario) and the privacy statutes applicable in the province of Ontario.

1.4 *RFP Documentation*

This RFP consists of the following documents:

- Request for Proposal
- Appendix A: Mandatory Requirement checklist
- Appendix B: Form of Offer
- Appendix C: Pricing Form
- Subsequent Addenda (if any)

1.5 *Definitions*

Unless otherwise specified in this RFP, capitalized words and phrases have their prescribed meaning set out in the Agreement.

“**Agreement**” means the Agreement that the successful Proponent enters into with the Town.

“**Conflict of Interest**” means any real, perceived or potential direct, indirect or deemed pecuniary benefit that may result from the contract for services contemplated by this RFP.

“**Consultant**” means the Proponent that is selected to enter into an Agreement contemplated by this RFP.

“**Project**” means the Framework for a Municipal Cultural Programming Investment Plan as outlined in this RFP

“**Proponent**” means the respondent to this RFP.

“**Proposal**” means all the documentation submitted by the Proponent in response to the Request for Proposal, which has been accepted by the Town, in whole or in part. The terms ‘response’ and ‘submission’ are also used to mean Proposal.

“**Request for Proposal**” or “**RFP**” means the Request for Proposal issued by the Town for goods/or services and any addenda thereto.

“**Services**” mean the goods and services to be provided by the Supplier to the Town.

“**Town Contact**” means the person designated by Town to be the contact person with during the procurement process.

2.0 PROJECT DESCRIPTION

The Town of Collingwood is seeking the professional services of a Consultant (or consulting team) having experience in the field of cultural planning and assessment to provide a framework for a Municipal Cultural Programming Investment Plan that will achieve two inter-related activities:

1. Build on the baseline cultural mapping project undertaken in 2010 to inventory current community cultural programs offered in the region; identify current gaps and verify community need for expanded cultural programs.
2. Provide recommendations for the municipality’s leadership role in facilitating and delivering expanded arts and cultural programs including:
 - Standards for program delivery;
 - Framework for Municipal/Private or Non-Profit partnerships that considers:
 - i. Organizational capacity to sustain arts and culture programs that align with delivery standards;
 - ii. Short and long term needs of arts and culture organizations to deliver cultural programs that meet community need;
 - Review current Community Recreation & Culture Grant Program, arts and culture stream.

This Project is funded by the Government of Ontario.

BACKGROUND

In 2008, an Arts and Culture Strategy was integrated into the Town of Collingwood Leisure Services Master Plan and approved by Council. That same year, an Arts and Culture Advisory Committee (ACAC) was appointed by Council to develop recommendations and cultural policies and represent the larger arts and culture sector. A full-time Arts and Culture Coordinator was integrated into the department to work directly with the arts and culture community, develop an Arts and Culture Policy, facilitate partnerships, improve communication, and develop capacity building initiatives and funding opportunities.

In 2010 a regional cultural mapping initiative called *Putting Culture on the Map, South Georgian Bay Cultural Mapping Project*, (www.georgianbaymappingculture.com) was initiated. It was the first cultural mapping project to be funded as part of a broader regional economic development strategy and saw four municipalities come together out of recognition of a shared interest in enhancing cultural development and planning. The map revealed that Collingwood has 23 arts and culture organizations, 45 festivals and events, 156 creative and cultural businesses, 11 Public Artworks and many artists, musicians, writers, cultural workers and creative volunteers. While not currently expanded for public use, a cultural directory including Collingwood is available at www.ylm.ca/southgeorgianbaycultural.

In 2011, the inaugural Arts and Culture Awards were held to celebrate and recognize achievement in the field of arts and culture in Collingwood. A Public Art Policy was implemented and a 5-year Public Art Plan was developed and approved by Council. The first project of the plan, Lamp Post Art, was initiated with great success. A recently formed Arts and Heritage community group will explore opportunities to link art and heritage through joint projects and programs over the coming year.

COMMUNITY PROFILE

Collingwood was incorporated as a town in 1858 and named after Admiral Collingwood, Lord Nelson's second in command at the battle of Trafalgar. During the mid to late 1800's, Collingwood was the railhead of Ontario and its harbour was the shipment point for goods destined to Western Canada. In 1883, the Collingwood Shipyards opened and became one of the principal industries in the town until it closed in 1986. It remains an integral part of Collingwood's heritage today. With a population of approximately 17,000, and many part-time and seasonal residents, Collingwood is considered the business hub for the larger catchment area and while there is still employment in manufacturing, research suggests that activity in the economy has shifted towards small business, focused on tourism, health and professional services.

The scenic beauty of Collingwood and region, the recreational opportunities, proximity to Georgian Bay and array of cultural activities continue to attract more artists and creative businesses. An abundance of galleries, studio tours, art organizations and festivals enhance the Town for residents and visitors looking for unique cultural and recreational experiences.

3.0 GOALS AND OBJECTIVES

Among five strategies in the Town of Collingwood's 2010 Strategic Plan, the goal to *Enhance our Arts, Cultural, Heritage and Recreational Opportunities*, includes the following objectives and actions:

- Promote and expand arts and culture programs
- Further establish arts and culture as integral to the community
- Demonstrate municipal support and undertake capacity-building initiatives
- Develop strategies and policies for arts and culture

The community consultative process undertaken to develop the Arts and Culture Strategy of the 2008 Leisure Services Master Plan revealed that the current number of arts and culture programs is insufficient to address community interest in arts and culture or community need. Further, the Arts and Culture Strategy identifies the need for enhanced municipal support for arts and culture and municipal leadership in coordinating and facilitating arts and cultural development in order to achieve the identified goals and objectives.

This Project will provide a framework for the Town to take a leadership role in facilitating or delivering arts and culture programs that respond to community need and interest. It will identify key community partners and collaborators, priority programs, and recommendations for targeted investment to ensure that the community at large benefits from an availability of quality, affordable and cultural experiences.

The Project will promote a coordinated approach to program delivery by the municipality and other organizations thereby allowing interested organizations to expand their programs. It will provide a standard of delivery utilized by participating organizations that encourages increased

participation by the community, thereby helping to position arts and culture not only as part of a healthy community but as an economic driver.

4.0 PROJECT STAGES AND DELIVERABLES

Timelines	Key Project Stages	Deliverables
Mid-February 2012	Project Initiation	<ul style="list-style-type: none"> • Meet with staff reference team – confirm project plan • Review relevant policy and frameworks • Define capacity and sustainability for cultural programs • Define delivery standards • With staff develop a communications plan for the Project • Determine steps for community needs assessment and stakeholder engagement process and timetable
February – March 2012	Mapping and Evaluation	<ul style="list-style-type: none"> • Undertake needs analysis • Evaluate current baseline cultural mapping data • Consolidate data on current arts, culture and heritage programs • Identify current gaps in programs • Evaluate current program capacity and sustainability • Analyze current delivery standards
March – April 2012	Gap Assessment and Community Need Evaluation	<ul style="list-style-type: none"> • Conduct stakeholder meetings • Gap analysis and assessment • Context for needs direction for programs, organizational capacity and delivery standards
April 2012	Research of Program Delivery Models	<ul style="list-style-type: none"> • Research practices and standards in like communities • Align program delivery model(s) with department strategic initiatives • Recommendation preferred option(s) • Review in context with Community Recreation & Culture Grants Program • Develop framework for delivery standards

April – May 2012	Summary, Recommendations, Final Report	<ul style="list-style-type: none">• Develop report direction• Draft recommendations• Staff Review• Final report to make recommendation on the municipality's role in facilitating and delivering expanded arts and cultural programs including:<ul style="list-style-type: none">a) Standards for program delivery;b) Framework for Municipal/Private or Non-Profit partnershipsc) Implementation considerations
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KEY PROJECT STAKEHOLDERS

Key project stakeholders will be important in understanding the municipality's leadership role in facilitating and delivering expanded arts and cultural programming. Their experiences, challenges and successes will inform the Consultant's and staff reference team's work in identifying underserved markets and gaps, and creating a framework for municipal/private or non-profit partnerships that align with delivery standards, that are sustainable and meet the needs of the community and its desire for expanded arts and culture experiences.

Key Project Stakeholders and potential non-profit partners:

Staff Reference Team
Parks, Recreation & Culture
Collingwood Public Library Staff
Cultural Program Providers
YMCA
Collingwood Public Library
Community Connection (211)
Collingwood Museum
Collingwood Jazz & Blues Society
Collingwood Music Festival
Magic of Children in the Arts
Blue Mountain Foundation for the Arts
Georgian Bay Association for Creative Arts
Theatre Collingwood
The Gaslight Tour

Other Potential Stakeholders:
Parks, Recreation & Culture Advisory Committee
Arts & Culture Committee
Heritage Advisory Committee
Arts & Heritage community group
Collingwood & District Historical Society
The Door Youth Drop-In Centre
United Way
Simcoe Muskoka District Health Unit
Public Schools
The Bay School of Art

Fleetwood Dancentre
Collingwood School of Dance
ArtSpark
Music for Young Children
Blue Mountain School of Landscape Painting

5.0 TIMETABLE

The Consultant will include in their Proposal, a Project schedule outlining the timing of milestones, deliverables, meetings with staff, stakeholder meetings, and consultation tasks and report. The final schedule is to be confirmed prior to the Project's commencement.

The Project will begin in February and will be completed no later than May 31, 2012.

January 6, 2012	Distribute Request for Proposal
January 25, 2012 12 Noon	Deadline for questions
January 27, 2012 12 Noon	Deadline for submissions
January 28-30, 2012	Review submissions
January 31, 2012	Award Project to a Consultant
February 2012	Project commences
May 31, 2012	Final Plan

6.0 BUDGET

The budget for the entire plan including all taxes and incidentals will not exceed \$31,000. A breakdown of costs associated with all relevant tasks/phases of the Project proposal must be outlined in the budget form (Appendix C).

7.0 PROPOSAL EVALUATION AND SELECTION

All Proposals must include the completion of the Mandatory Requirement Checklist (Appendix A), Form of Offer (Appendix B) and Budget Form (Appendix C). It is the sole responsibility of the Proponent to ensure receipt of all documentation as referenced in the RFP including any addenda that may be issued pursuant to the original RFP documentation.

Proposals will be evaluated based on the criteria below. These criteria are not listed in priority order and are not exhaustive. The review team, at its discretion, may consider other criteria not listed below.

- a) Demonstrated experience of key personnel in a project of similar scope and nature within the past five years.
- b) Project timing, scheduling, and sequencing of tasks.
- c) Qualifications and expertise of the Consultant or Consultant team.
- d) Value as expressed by proposed total fees and hourly rates.
- e) Approach and methodology, which thoroughly describes strategy to meet all Project objectives.
- f) Understanding of major issues identified.

- g) Favourable client references and reviews.
- h) Interviews of Consultant and Consultant team.

8.0 PROPONENT INFORMATION REQUIRED

Responses to this RFP shall address the following:

- a) A description of the Proponent's background and experience, including examples of similar projects.
- b) The name, position and professional designation of the person assigned as the primary contact with Town staff.
- c) Proof of insurance coverage as set forth in the Form of Offer.
- d) A minimum of three (3) references, at least two (2) of which must be from the Public Sector, and a minimum of one (1) peer reference.

9.0 GENERAL

- a) The Proponent shall be required to assume responsibility for all Services offered in their proposal regardless of whether or not the Proponent performs them in-house. The Proponent shall be totally responsible for adherence by sub-contractors to all provisions of the contract. The Proponent shall be the sole point of contact for contractual matters, including payment of any or all charges resulting from the contract.
- b) This RFP and the subsequent Agreement contemplated by this RFP is at the sole and complete discretion of the Town of Collingwood. All aspects concerning the RFP process, the subsequent negotiations of an Agreement or compensation for the performance of Services shall be directed to the Town Contact for this RFP.
- c) This RFP may only be amended by an addendum. If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information including significant changes to this RFP. It is the sole responsibility of the Proponent to register their intention to submit a proposal with the Town in order to be placed on the distribution list for any addenda. Proponents are responsible for obtaining all addenda issued by the Town. In the space provided in the Form of Offer, Proponents shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer.
- d) The Proponent shall provide **three (3) written copies** of the Proposal.
- e) All Proponents will be informed of the results of this Request for Proposals.
- f) The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal.

- g) By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent confirms that should its proposal be deemed successful the Proponent would enter into an Agreement with the Town of Collingwood.
- h) The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Town of Collingwood for purposes of clarification.
- i) In the event the Proponent desires to take exception to any of the terms or conditions or items set forth in this Request for Proposals, said exceptions must be clearly identified in the response to the Request for Proposal. Exceptions or deviations must not be added to Proposal pages, but must be a separate document accompanying the Proponent's Proposal.
- j) While the Town of Collingwood has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for companies. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.
- k) If a written Contract cannot be negotiated within 30 (thirty) days of notification of the successful Proponent, the Town may, at its sole discretion at any time thereafter, terminate negotiation with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Proponents.

10.0 TERMS AND CONDITIONS

Proponents shall promptly examine all of the documents comprising this RFP and shall report any errors, omissions or ambiguities; and may direct questions or seek additional information by fax or e-mail, on or before the Deadline for Questions by Proponents to the Town Contact. No communications with respect to this RFP are to be directed to anyone other than the Town Contact. The Town is under no obligation to provide additional information but may do so at its sole discretion.

The following terms and conditions shall apply to this Request for Proposal:

- a) All Proponents must be able to commence the Project in February 2012 and complete the Project by May 31, 2012.
- b) Any potential Conflict of Interest shall be identified and described in detail. If a Conflict of Interest does exist, the Town may at its discretion, withhold the assignment from the Proponent until the matter is resolved to the satisfaction of the Town.
- c) The Proponent shall be expected to enter into an Agreement with the Town. The Agreement will be for provision of the requirements set out in this RFP in addition to subsequent negotiated items.

- d) Any Agreement with the Town resulting from an official order based on this Proposal is entered into on the part of the Town in full faith that no member of the Town Council or Officer of the Town has any interest whatsoever herein.
- e) The Town will not bear any cost involved in the preparation or submission of proposals received as a result of this Request for Proposal, site inspections, interviews, or any other services that may be requested as part of the evaluation.
- f) All information collected and documents generated by the RFP call, and any resulting contract shall become the property of the Town.
- g) Revised proposals will not be called if only minor changes are contemplated.

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Proponent Not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Town Contact.

Confidential Information of the Town

All information provided by or obtained from the Town in any form in connection with this RFP either before or after the issuance of this RFP:

- a) is the sole property of the Town and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement;
- c) must not be disclosed without prior written authorization from the Town; and
- d) shall be returned by the Proponents to the Town immediately upon the request of the Town.

Town Subject to the Municipal Freedom of Information and Protection of Privacy Act

- a) Information provided by a Proponent may be released in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.M 56, as amended. A Proponent should identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by the Town.
- b) The confidentiality of such information will be maintained by the Town, except where an order by the Information and Privacy Commission or a court requires the Town to do otherwise.

Rights of the Town

In addition to any other express rights or any other rights which may be implied in the circumstances, the Town reserves the right to:

- a) make public the names of any or all Proponents;
- b) request written clarification or the submission of supplementary written information from any Proponent;

- c) waive formalities and accept Proposals which substantially comply with the requirements of this RFP;
- d) verify with any Proponent or with a third party any information set out in a Proposal;
- e) check references other than those provided by any Proponent;
- f) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- g) disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- h) make changes, including substantial changes, to this RFP provided that those changes
- i) are issued by way of addenda in the manner set out in this RFP;
- j) accept or reject a Proposal if only one Proposal is submitted;
- k) select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Town;
- l) cancel this RFP process at any stage;
- m) cancel this RFP process at any stage and issue a new RFP for the same or similar services;
- n) accept any Proposal in whole or in part, provided that doing so complies with the Town's Purchasing By-law (By-Law No. 06-42) and other applicable laws;
- o) discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
- p) reject any or all Proposals in its absolute discretion;
- q) and the Town shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Town exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances.

11.0 CONTACT PERSON

Questions related to this Request for Proposals should be directed to:

Tanya Mazza

Coordinator, Arts and Culture

Town of Collingwood

Phone: (705) 444-2500 ext. 3287

E-mail: tmazza@collingwood.ca

12.0 PROPOSAL DEADLINE

Proposals are to be submitted to the attention of the Clerk of the Town of Collingwood no later than **Friday, January 27, 2012 @ 12 noon** at the following address:

Ms. Sara Almas, Clerk
Town of Collingwood
PO Box 157, 97 Hurontario St.
Collingwood, ON L9Y 3Z5

Only hard copies will be accepted.

APPENDIX A

MANDATORY REQUIREMENTS CHECKLIST

This Appendix includes Mandatory Requirements which the Proponent must address. The Proponent is asked to indicate with “Yes” or “No” beside each Mandatory Requirement and indicate the page number(s) in your Proposal where the information can be found.

Mandatory Requirements		Comply Yes/No	Page # in Proposal
Item	Description		
M1	Names, qualifications and relevant job experience of all personnel assigned to the Project, including sub-Consultants, and their level of involvement if applicable. Identify lead individual who will provide continuity throughout the Project.		
M2	A detailed approach and strategy for achieving the Project’s goals and objectives, as outlined in this RFP.		
M3	A Project schedule indicating timing of milestones, deliverables, community consultation, meetings (Appendix C)		
M4	Three (3) references from similar, recent work in the last 3-5 years related to cultural mapping and one (1) peer reference.		
M5	Proof of Insurance (Appendix B)		
M6	Pricing form (Appendix C) with total fee that includes all costs associated with the Project (i.e. disbursements, travel costs, printing, taxes, incidentals, etc.).		

**APPENDIX B
FORM OF OFFER**

TO: THE CORPORATION OF THE TOWN OF COLLINGWOOD

RE: IN THE MATTER OF our proposal dated _____, 2012 to which this Form of Offer forms an integral part (the "Proposal") prepared by _____ (the "Proponent"), and submitted in response to a request for proposals issued by The Corporation of the Town of Collingwood dated January 6, 2012, as amended, regarding the Framework for a Municipal Cultural Programming Investment Plan. I am duly authorized by the Proponent to execute this Form of Offer. I solemnly declare and promise as follows:

Proposal Validity and Security

All statements, specifications, data, confirmations, and information that have been set out in the Proposal are complete and accurate in all material respects.

I consent pursuant to subsection 17(3) of the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.F.31, as amended, to the disclosure, on a confidential basis, of the Proposal by the Town to the Evaluation Team and the Town's other advisers retained for the purpose of evaluating or participating in the evaluation of the Proposal.

I have received and reviewed the RFP, together with any and all addenda thereto. I have received and reviewed the Agreement and agree to be bound by its terms.

Mandatory Requirements

I enclose herewith as part of our Proposal responses to all submission requirements, as set out below:

Document	Yes
Appendix A Mandatory Requirements Checklist	
Appendix B Form of Offer	
Appendix C Pricing Form	
Addenda (if any)	

I understand that the Town reserves the right to proceed with all production works or choose one or any production requirements identified.

References

I have included the number and type of references required by the RFP and consent to having the Town perform checks with those references and with any other relevant references.

Bid Irrevocable

I understand that the terms of the Proposal will remain irrevocable within 60 days of the Proposal Submission Deadline.

Conflict of Interest

I hereby confirm that there is not now, nor was there in the past any actual or potential Conflict of Interest (the definition for which is set out in the definition provision of the RFP) relating to the preparation of our Proposal nor do I foresee any actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Proof of Insurance

By signing this Form of Offer, I acknowledge the Proponent's willingness, if successful on this RFP, to provide insurance on the terms set out below, and our Proposal includes the cost of such insurance and their fee estimate:

The Proponent will maintain and pay for **Comprehensive General Liability Insurance**, which coverage shall include premises and all operations liability to be performed by the Proponent, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

Where applicable, the Proponent will carry **Standard Automobile and Non-Owned Automobile Liability Insurance** and shall protect against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The limits of liability for both owned and non-owned vehicles shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence.

Execution of Agreement

I understand that in the event that our Proposal is selected by the Town, I agree to sign the Agreement presented to the Proponent by the Town.

Signature of Witness:

Signature of Proponent Representative:

Name of Witness:

Name and Title:

Date of Signature:

I have authority to bind the Proponent

**APPENDIX C
PRICING FORM**

Project Tasks/Phases	Timelines	Project Cost
Initiation		N/A
Mapping & Evaluation		N/A
Gap Assessment		N/A
Research Delivery Models		N/A
Prepare & Deliver Final Report		N/A
Sub Total		
Other costs associated with the Project such as disbursement, travel costs, printing, taxes, incidentals, etc.		
HST		
TOTAL PROJECT COST		