



REQUEST FOR PROPOSALS

FOR

CONSULTING SERVICES FOR DEVELOPMENT CHARGES BACKGROUND STUDIES AND DRAFT BY-LAWS FOR EACH OF THE PARTICIPATING LOWER-TIER MUNICIPALITIES IN THE DISTRICT OF MUSKOKA

Reference No. 2023-DC-001

Prepared by Five Lower-Tier Municipalities In the District of Muskoka:

- The Corporation of the Town of Bracebridge
- The Corporation of the Township of Georgian Bay
- The Corporation of the Town of Gravenhurst
- The Corporation of the Town of Huntsville
- The Corporation of the Township of Muskoka Lakes

Issue Date: August 14, 2023

Closing Date and Time: September 12, 2023 at 2:00 p.m. (Eastern Daylight Time)

Closing Location: Town of Bracebridge Municipal Office
1000 Taylor Court
Bracebridge, Ontario P1L 1R6

Key Contact: Paul Judson
Director of Finance/Treasurer
Town of Bracebridge
705-645-6319 ext. 3300
pjudson@bracebridge.ca

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1. INTRODUCTION

- 1.1. Five participating lower-tier municipalities within the District of Muskoka (hereinafter referred to as “Participating Municipalities”) are each seeking to engage a consultant to update Development Charges Background Studies and prepare updated draft Development Charges By-laws for each of the Participating Municipalities pursuant to the *Development Charges Act, 1997*.
- 1.2. The names and permanent population of the Participating Municipalities in this joint Request for Proposals (RFP) are set out in the table below:

Municipality	2016 Statistics Canada Population	2021 Statistics Canada Population
Town of Bracebridge	15,414	17,305
Township of Georgian Bay	2,482	3,441
Town of Gravenhurst	12,055	13,157
Town of Huntsville	19,056	21,147
Township of Muskoka Lakes	6,707	7,652

- 1.3 A group composed of senior staff from the Participating Municipalities, with input from the District Municipality of Muskoka, will work with the successful Respondent to complete a Development Charges Background Study and draft Development Charges By-law for each Participating Municipality.
- 1.4 The purpose of this engagement is to:
 - 1.4.1 Conduct Background Studies for each of the Participating Municipalities pursuant to Section 10 of the *Development Charges Act, 1997*;
 - 1.4.2 Undertake the collection and compilation of data necessary to calculate the Development Charges;
 - 1.4.3 Develop draft Development Charges By-laws for each of the Participating Municipalities to be considered by their Councils; and
 - 1.4.4 Comply with the *Development Charges Act, 1997* and applicable Regulations, where required.
- 1.5 Staff of the Participating Municipalities have met and agreed to jointly engage a qualified consulting firm to conduct Background Studies that would result in the update of their respective Development Charges By-laws in 2024 or 2025.
- 1.6 Consultants are invited to familiarize themselves with the current Development Charges By-laws and related Development Charges Background Studies, and any other publicly available information, for the Participating Municipalities.

2. PROPOSAL DETAILS

- 2.1. The consultant will be required to collect appropriate data from the District Municipality of Muskoka and other municipal sources to support the study recommendations. The consultant will collect data on population forecasts utilizing the District of Muskoka Growth Strategy Study, housing projections, employment projections and land needed for housing and employment.
- 2.2. It is anticipated that the District Municipality of Muskoka's growth data will be available for review in a preliminary state by September 2023 and endorsed by District Council by March 2024. The consultant should consider information and approaches related to:
 - 2.2.1. The area to which the Development Charges By-law will apply, i.e. municipal-wide vs. area rating;
 - 2.2.2. Non-statutory exemptions from Development Charges such as:
 - 2.2.2.1. New or expanding industrial or commercial development;
 - 2.2.2.2. Farm buildings and structures;
 - 2.2.2.3. Institutional and/or "not-for-profit" development;
 - 2.2.2.4. Development or redevelopment in Downtown core areas or designated Business Improvement Areas;
 - 2.2.2.5. Development or redevelopment in Community Improvement Areas under the *Planning Act, 1990*; and
 - 2.2.2.6. Affordable housing considerations;
 - 2.2.3. Funding options for non-statutory exemptions;
 - 2.2.4. Formula for calculating Development Charges for mixed-use developments including residential, commercial and industrial;
 - 2.2.5. Timing of collection of Development Charges;
 - 2.2.6. Method of collection and reporting of Development Charges;
 - 2.2.7. Services for which Development Charges are imposed;
 - 2.2.8. Opportunities to improve the consistency between the District Municipality of Muskoka's Development Charges By-Law and each of the Participating Municipality's Development Charges By-Laws with respect to non-statutory definitions, exemptions, etc.;
 - 2.2.9. Phasing or tiered Development Charges approaches over time; and
 - 2.2.10. Indexing of Development Charges.

- 2.3. Requirement to produce a Development Charges Policy Report, addressing the above noted items, prior to conducting the statutory Development Charges Background Study public meeting and presentation of a draft Development Charges By-law.
- 2.4. The consultant will prepare a draft final report for each of the Participating Municipalities that will include the policy recommendations, Development Charges calculation methodologies, technical background information and the legal basis upon which the findings of the report can be substantiated.
- 2.5. The consultant will assist staff from the Participating Municipalities with the drafting of the notices of the statutory public meeting and notices of the Development Charges By-law passage.
- 2.6. The consultant will present the final report and By-law to the respective Participating Municipalities' Councils at a public meeting and assist with responses to inquiries with respect to the process, study and proposed By-laws.
- 2.7. The consultant will assist the Participating Municipalities with the preparation of the information pamphlets in accordance with Ontario Regulation 82/98.
- 2.8. The Participating Municipalities reserve the right to request proponents to address specific requirements, which in their opinion, have not been adequately covered in the initial submission and/or to provide additional information.

3. PROPOSAL REQUIREMENTS

- 3.1. The background of the consulting firm(s) indicating similar work undertaken, either in the District of Muskoka or elsewhere in the Province of Ontario, and the curriculum vitae of the personnel assigned to the project.
- 3.2. If a consortium of consultants is to be used for the project, information is to be provided on the number and nature of past contracts involving the same consortium.
- 3.3. Identification of the individual of the consulting firm who will be the designated liaison.
- 3.4. A detailed description of the consultant's approach in meeting the scope of work, including a timeline for carrying out the various components.
- 3.5. The proposal will provide an indication of the total cost (professional fees, plus expenses and taxes) based on the proposed work plan for each Participating Municipality. The proposal's total cost must provide a detailed breakdown of the various components of the work and an apportionment of costs among the Participating Municipalities.
- 3.6. The proposal should include a table indicating the per diem rates of the consultant's team members. The proposal should also indicate the amounts charged for disbursements (mileage, photocopying, etc.).
- 3.7. The Participating Municipalities will assume the cost of advertising any public meetings.
- 3.8. Proponents are requested to provide at least three references, for which similar work was performed within the last five years, including contact information for the references provided.

- 3.9. A list of past work undertaken by the consultant should identify any conflict of interest resulting from consulting work with builders/developers currently operating within the Participating Municipalities.
- 3.10. Proponents will provide an estimation of the time required to complete the Development Charges approval process for each of the Participating Municipalities.
- 3.11. The cost of the engagement will be shared by the Participating Municipalities in relation to the work involved to complete their respective work plans. Proponents should outline the amount of involvement expected to be required for each municipality. The proposal must provide a detailed breakdown of the various components of the study to allow an apportionment of costs to the Participating Municipalities.
- 3.12. Quotes should be submitted on the basis of the consultant performing the work with staff involvement, as normally requested for such a process. Hourly rates must also be submitted so that a municipality may negotiate more staff involvement and less consultant involvement or vice versa.
- 3.13. The proponent should provide an indication of the requirements on the part of Participating Municipalities and municipal staff time and specifically what information is to be provided to the consultant.
- 3.14. Additional services or alterations requested by a Participating Municipality regarding the accepted proposal may be arranged between the successful Respondent and the Participating Municipality without resulting in any obligation to any of the other Participating Municipalities.

4. DELIVERABLES

- 4.1. The consultant will provide the following deliverables for each Participating Municipality:
 - 4.1.1. A Policy Report, prior to completion of the Background Study, addressing items to be considered by each Participating Municipality, such as Development Charges exemptions, affordable housing, phase-in strategies, indexing options, and other matters that may be identified;
 - 4.1.2. A Development Charges Background Study;
 - 4.1.3. A draft recommended Development Charges By-law;
 - 4.1.4. Assistance with public meeting notices and notices of passage of the Development Charges By-law; and
 - 4.1.5. Assistance with creation of information pamphlets about the adopted Development Charges By-law.
- 4.2. The final Background Study Report shall include an Executive Summary, including all recommendations. Three (3) hard copy sets of each of the reports shall be provided to each the Participating Municipalities which will be available for public viewing.
- 4.3. Electronic copies of the respective final policy report, Development Charges Background Study, Development Charges By-law, Development Charges By-law public notices, notices of the passage of the Development Charges By-law and the adopted

Development Charges By-law pamphlet will be provided to each of the Participating Municipalities in a form acceptable to their operating standards.

- 4.4. The final deliverables include an accessible format pdf – so that the final report is fully accessible for screen readers and can be posted to each of the municipalities' website.

5. ONTARIO LAND TRIBUNAL APPEAL

- 5.1. In the event there is an appeal to the Ontario Land Tribunal (OLT) with respect to the passage of a Development Charges By-law passed by a Participating Municipality on the basis of the consultant's study findings and recommendations, the proposal shall identify the team member who would be responsible to appear and provide expert testimony in defence of the By-law.
- 5.2. The cost associated with the appearance at the OLT will be charged to the Participating Municipality at the applicable hourly rate identified in the proposal.

6. SCHEDULING AND TIMING

- 6.1. The consultant will meet at least once with each of the Participating Municipalities shortly after the successful Respondent is determined to:
 - 6.1.1. Finalize a work plan that satisfies timing constraints;
 - 6.1.2. Determine tasks or policy issues;
 - 6.1.3. Coordinate data collection procedures, format and submission deadlines;
 - 6.1.4. Pose and answer clarification questions; and
 - 6.1.5. Establish the completion dates for the Development Charges Background Study and draft Development Charges By-law.
- 6.2. The consultant will meet with individual Participating Municipality representatives and their staff as the study proceeds, as required, and including at least:
 - 6.2.1. Two (2) interim reporting meetings at key milestones identified in the work plan;
 - 6.2.2. One (1) meeting to discuss the draft Policy Report;
 - 6.2.3. One (1) meeting to discuss the draft Final Report;
 - 6.2.4. One (1) Public Meeting with an Open House prior to the meeting;
 - 6.2.5. One (1) Committee Meeting to present the Final Development Charges Background Study and proposed Development Charges By-law; and
 - 6.2.6. One (1) Council Meeting to ratify the Development Charges related motions and approval of the Development Charges By-law.

- 6.3. Expiry dates for the existing Development Charges By-laws for the Participating Municipalities are set out in the table below:

Municipality	Development Charges By-law Expiry Date
Town of Bracebridge	July 3, 2024
Township of Georgian Bay	June 9, 2024
Town of Gravenhurst	January 1, 2025
Town of Huntsville	December 30, 2024
Township of Muskoka Lakes	July 9, 2024

7. REQUEST FOR PROPOSAL CLOSING AND DELIVERY OF RESPONSES

- 7.1. Proposals must be received by email (only) in Portable Document Format (PDF) (no greater than 15 MB) on or before 2:00 p.m. Eastern Standard Time on September 12, 2023 to Paul Judson, Director Finance/Treasurer at the Town of Bracebridge at pjudson@bracebridge.ca.
- 7.2. The subject line of the email should be “RFP for DC Consulting Services for each of the participating lower-tier municipalities in the District of Muskoka”.

8. EVALUATION CRITERIA

- 8.1. Each compliant response to this RFP will be evaluated by an Evaluation Team made up of representatives from each Participating Municipality based on the following criteria:

Evaluation Criteria	Weighting
Company profile and background	15
Relevant experience	25
Approach and methodology	20
Project team	15
Cost	25
TOTAL	100

9. DOCUMENT TAKERS

- 9.1. The Proposal document is available from the following sources only:
 - 9.1.1. Online at Biddingo.com;
 - 9.1.2. Electronically via email from the Town of Bracebridge by contacting Paul Judson, Director of Finance/Treasurer at pjudson@bracebridge.ca. An Adobe (pdf) format will be provided.
 - 9.1.3. In person at the Town of Bracebridge Municipal Office - 1000 Taylor Court, Bracebridge, ON. A hardcopy format will be provided.
- 9.2. Telephone requests will **not** be accepted.
- 9.3. Proposal documents will **not** be mailed or faxed.

10. INQUIRIES

- 10.1. Inquiries regarding the Request for Proposal may be directed via email only to the following contact no later than five (5) working days prior to the closing of this RFP:

Paul Judson
Director of Finance/Treasurer
Town of Bracebridge
Telephone: (705) 645-6319 ext. 3300
E-mail: pjudson@bracebridge.ca

11. ADDENDA

- 11.1. It may be necessary to issue addenda to: correct or clarify the request for proposal document and related forms; extend closing dates; respond to specific questions asked by one Respondent that should be made available to all Respondents; retract or cancel the request for proposal; or for any other reason as deemed necessary.
- 11.2. Respondents who have received an RFP document will be sent addenda by e-mail.
- 11.3. It is the Respondent's responsibility to confirm they have received all addenda prior to submitting their proposals. A signed copy of all addenda must be included in the proposal submitted as confirmation of receipt. No oral explanation or interpretation will modify any of the requirements or provisions of the RFP documents.
- 11.4. Failure by the Respondent to acknowledge receipt of addenda in writing will result in a proposal being disqualified.

12. PROPOSAL WITHDRAWAL OR QUALIFICATION

- 12.1. A Respondent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that Respondent.

- 12.2. A Respondent may withdraw or qualify their proposal at any time up to the official closing time by submitting a letter bearing the same signature as in the proposal to the Town. Such a submission must be received in sufficient time to be marked before 2:00 p.m. on the date for closing of proposals. The Respondent shall show their name and the request for proposal number on the envelope containing such letter. No telephone calls, e-mails or facsimiles will be considered.

13. EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS

- 13.1. Each Respondent must satisfy themselves with the content of the RFP documents. There will be no consideration of any claim for additional cost after submission of the proposal regarding a misunderstanding with respect to the conditions imposed by this RFP.
- 13.2. Prices bid must include all incidental costs. Should the Respondent require more information or clarification on any point, it must be obtained prior to the submission of the proposal.
- 13.3. By submitting a proposal, the Respondent acknowledges that it has been provided with ample opportunity to review this RFP and obtain independent legal and/or other advice. Accordingly, the Respondent agrees that all provisions in this RFP are valid and effective. The parties further agree that the terms of this RFP are severable, and the invalidity of any paragraph or provision, for any reason, shall not affect the rest of the RFP.

14. PROPOSAL OPENING

- 14.1. The submissions will be opened virtually via an online meeting at 2:30 p.m. local time on the closing date. The public will have the option of accessing the virtual meeting as a viewer only. If you are interested in attending the virtual meeting, please contact pjudson@bracebridge.ca. Proposals will be reviewed and evaluated at a later time. The proposals will be evaluated on the basis of the criteria contained in this document and not solely on the lowest price.

15. INFORMAL OR UNBALANCED PROPOSALS AND DISCREPANCIES

- 15.1. All entries shall be clear and legible and submitted in the proper digital PDF format meeting the file size requirements. Entries or other digital formats or exceeding 15 MB file size shall be declared invalid.
- 15.2. Proposals which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialled by the Respondent's signing officer), or irregularities of any kind, may be rejected. Alterations may be made providing they are legible and initialled by the Respondent's signing officer.
- 15.3. In the event of a discrepancy, the lowest of any amount submitted shall be taken as correct.

16. ACCEPTANCE OR REJECTION OF PROPOSAL

- 16.1. The acceptance of a proposal will be contingent upon, and not necessarily limited to, an acceptable record of ability, experience, previous performance and price.

- 16.2. The conditions set out in this RFP and subsequent addenda, if any, and the conditions contained in the accepted proposal will be considered a binding agreement between the successful Respondent and each of the Participating Municipalities. If a Participating Municipality does not accept a proposal, conditions pertaining to that municipality will be considered void.
- 16.3. The issuers of this RFP reserve the right to reject any or all proposals and to waive formalities as required without stating reasons therefore.
- 16.4. The issuers of this RFP shall not be required to award a proposal:
 - 16.4.1. When only one (1) proposal has been received as a result of the proposal call;
 - 16.4.2. Where the lowest compliant Respondent substantially exceeds the estimated cost of the service;
 - 16.4.3. Where the proposal documents do not state a definite delivery/work schedule or a submitted proposal is based on an unreasonable delivery/work schedule;
 - 16.4.4. When all proposals received fail to comply with the proposal terms and conditions; or
 - 16.4.5. Where a change in the scope of work or specifications is required.
- 16.5. The issuers of this RFP shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance of any proposal or by reason of any delay in the acceptance of a proposal, except as provided in the RFP document.
- 16.6. The Participating Municipalities will not be responsible for any cost incurred by proponents in the preparation and submission of a proposal.
- 16.7. Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent.
- 16.8. Each proposal shall be open for acceptance by the issuers of this RFP for a period of ninety (90) calendar days following the date of Closing.

17. ERRORS AND OMISSIONS

- 17.1. The issuers of this RFP shall not be held liable for any errors or omissions in any part of this document. While considerable efforts have been used to ensure an accurate representation of information, the information is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.
- 17.2. Should a Respondent find omissions or discrepancies in any of the RFP documents or should a Respondent be in doubt as to the meaning of any part of such documents, the Respondent shall notify the key contact without delay. If the key contact considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued.

- 17.3. No oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

18. LEGAL CLAIMS AND DAMAGES

- 18.1. The successful Respondent shall indemnify and hold harmless the Participating Municipalities, its officers and employees, from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or damage to or destruction of tangible property caused by any acts or omissions of the Respondent, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this RFP.
- 18.2. A Respondent, by submitting a proposal, agrees that it will not claim damages, by any means, in respect to any matter relating to the RFP, the bidding and evaluation process or any subsequent procurement process, if any, resulting from the RFP.

19. INSURANCE

- 19.1. The successful Respondent's shall obtain and maintain during the contract Commercial General Liability Insurance in an amount not less than \$5 million per occurrence. Coverage shall include but not be limited to bodily injury including death, property damage, contractual liability, volunteers as insureds or additional insured's and contain a cross liability, severability of insured clause.
- 19.2. The successful Respondent shall also obtain and maintain during the contract and for 24 months following the completion of the work, Professional Liability Insurance in an amount not less than \$1 million per claim. Coverage shall include errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the contract.
- 19.3. Prior to the execution of the agreement and upon placement, renewal, amendment, or extension of all or any part of the insurance, the successful Respondent shall provide the Participating Municipalities with a certificate of insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any applicable amending endorsements.
- 19.4. The Participating Municipalities shall be included as an "additional insured" on the successful Respondent's Commercial General Liability policy, but only with respect to the operations of the insured.
- 19.5. All policies shall be endorsed to provide the Participating Municipalities with not less than 30 days' written notice of cancellation.

20. WORKPLACE SAFETY & INSURANCE BOARD

- 20.1. The successful Respondent shall provide a copy of the Workplace Safety and Insurance Board's (WSIB) Clearance Certificate (or Independent Operator Certificate, as applicable) indicating the successful Respondent's good standing any time upon request.

21. HEALTH AND SAFETY

- 21.1. The successful Respondent shall provide, prior to commencement of work, a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed, where applicable. If the firm does not have written procedures relevant to the work, then the firm will be expected to abide by each Participating Municipality's safety procedures in accordance to the Occupational Health and Safety Act (re: duties of employers).

22. CANCELLATION

- 22.1. The Participating Municipalities reserve the right to cancel this Request for Proposal at any time, without penalty or cost to the Participating Municipalities.
- 22.2. Each Participating Municipality reserves the right to immediately terminate the engagement of the successful Respondent at their own discretion, including but not limited to, such items as non-performance, late deliveries, inferior quality, pricing problems or if the original terms and conditions are not adhered to.
- 22.3. If the successful Respondent should neglect to execute the work properly or fail to perform any provision of this RFP, any of the Participating Municipalities, after three (3) business days and written notice to the successful Respondent, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Respondent.
- 22.4. Failure by the successful Respondent to maintain the required documentation (insurance, WSIB, etc.) during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

23. PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHTS

- 23.1. In accordance with *Municipal Freedom of Information and Protection of Privacy Act, 1990*, Respondents are reminded to clearly identify in their proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

24. CHARACTER AND EMPLOYMENT OF STAFF

- 24.1. The successful Respondent shall employ only orderly, competent and skillful employees to ensure that the services are carried out in a professional and respectable manner.
- 24.2. In the event that any person employed by the successful Respondent in connection with the service arising out of this RFP gives just cause for complaint, the successful Respondent, upon notification by the Participating Municipalities in writing, shall not permit such person to continue in any future service arising out of this RFP.

25. REGULATORY AND LEGISLATIVE COMPLIANCE

- 25.1. The successful Respondent shall ensure all services and products provided in respect to this RFP are done so in accordance with all applicable legislation, regulations and by-laws.

26. ASSIGNMENT OF CONTRACT

- 26.1. The successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of this contract or their right, title or interest therein, or their power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Participating Municipalities, which consent shall not be unreasonably withheld.

27. SUB-CONSULTANTS

- 27.1. The Respondent is fully responsible for the acts and omissions of sub-consultants and/or persons directly or indirectly engaged by the Respondent in respect to this work. Sub-consultants will be required to abide by all the requirements of the RFP document as the successful Respondent. The Respondent agrees to bind every sub-consultant by the terms of the RFP documents as far as it is applicable to their work.

28. INVOICES AND PAYMENTS

- 28.1. Terms of payment will coincide with the procedures and practices established by each of the Participating Municipalities.
- 28.2. If Harmonized Sales Tax (HST) is applicable for any component of this contract, the HST amount is to be included separately on invoices prepared by the successful Respondent.

29. FREEDOM OF INFORMATION

- 29.1. All RFPs received by the Town become a public record. Once the Town of Bracebridge accepts an RFP, and a Contract is signed, all information contained in them is available to the public, including personal information.
- 29.2. In accordance with Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Proponents are reminded to clearly identify in their Tender material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.
- 29.3. Questions about the collection of personal information and MFIPPA, shall be directed to the Director of Corporate Services/Clerk for the Town of Bracebridge.
- 29.4. The Director of Corporate Services/Clerk has been designated by the Town of Bracebridge to carry out the responsibilities of the Act.