



**THE CORPORATION OF THE
TOWNSHIP OF MUSKOKA LAKES**

REQUEST FOR PROPOSALS (RFP)

FOR

ECONOMIC DEVELOPMENT STRATEGY

Reference #: RFP 2025-43

RFP Issue Date:	October 8, 2025
RFP Closing Date and Time:	Submissions must be received by 2:00 p.m. local time on Wednesday, October 29, 2025
RFP Closing Location:	Township of Muskoka Lakes Municipal Office 1 Bailey St., Port Carling, ON P0B 1J0
Project Manager:	James Cox, Economic Development and Strategic Initiatives Officer
Notice:	Late submissions will not be accepted The lowest or any bid not necessarily accepted

1. **COMMUNITY OVERVIEW**

The Township of Muskoka Lakes is located in the heart of the District of Muskoka, situated at the southern tip of the Canadian Shield. About two million years ago, this section of the Shield was covered by a series of glaciers, which left behind the numerous lakes that define the municipality today. The Township encompasses a large geographic area around Lakes Muskoka, Rosseau and Joseph. Within the approximately 780 square kilometers in the Township's jurisdiction, lie over 80 lakes and rivers, numerous wetland complexes, bedrock outcrops, islands, all set amongst a mix of vegetation types and natural heritage areas. The natural beauty of the shorelines and the abundance of wildlife make Muskoka Lakes a world renowned and preeminent tourism and recreational living destination.

The Township's population consists of approximately 7,800 permanent residents (2021 Census) and over 27,000 seasonal residents. Anchored by the communities of Bala and Port Carling, the permanent residency is predominantly located in these two serviced urban centres and the rural area, while the seasonal residents reside primarily in the waterfront area. With the majority of the more highly assessed properties located in the waterfront area, at over \$11 billion in assessed property value (Municipal Property Assessment Corporation 2018), Muskoka Lakes has the largest assessment base in the District of Muskoka.

The Township is responsible for future development through its Official Plan; the provision of fire protection and emergency preparedness; the maintenance of local roads, parks, cemeteries, and docks; management of arenas and community centres; by-law enforcement; building permits and the promotion of a year-round economy.

2. **PROJECT INTRODUCTION & BACKGROUND**

The Township of Muskoka Lakes is issuing a Request for Proposals for Consulting Services to review and update the Township's Economic Development Strategy.

The Township's current Economic Development Strategy was adopted in 2020, with the goals of clarifying the Township's role in economic development and identifying available economic development resources. The vision for this strategy is "to create the conditions that allow residents, businesses, and the environment to flourish". This strategy was built on several previous plans and projects, including:

- Muskoka Lakes Business Retention and Expansion Report, 2006
- Township of Muskoka Lakes Economic Development Strategies, 2008 & 2017
- First Impressions Community Exchange Program 2015
- Township of Muskoka Lakes Strategic Plan 2015-2018

The strategy identified three key priority areas, to be implemented through 12 strategic actions, intended to create the conditions for a more sustainable year-round economy. These areas have been the focus of the Township's economic development efforts over the past five years:

- 1) Strengthen Key Economic Drivers
- 2) Support Existing Business
- 3) Diversify Local Economy

At this time, most strategic actions have been completed, either by the Township directly or through partnerships with support organizations.

The economic environment has changed significantly in recent years. Since the last strategy was adopted, businesses have had to weather the shocks of the COVID pandemic, post-pandemic inflation, general economic uncertainty, and current potential trade disruptions. As a result, there is a need to review and refresh the existing strategy, considering whether its priority areas are still

the most relevant, or if there are new areas of focus that need consideration.

To this end, staff are proposing to develop a new economic development strategy for 2026-2030. The process would consist of a review of the results of the previous strategy, research into best practices in modern economic development, an environmental assessment of the state of Muskoka Lakes' economy, and a stakeholder and public engagement process. It is intended that this project will be complete no later than May 29, 2026.

3. DEFINITIONS

Township:	Refers to the Township of Muskoka Lakes
Respondent:	Refers to any eligible entity providing a Proposal.
Successful Respondent:	Refers, in the event of an award, to the selected Respondent.
Consultant:	Refers, in the event of an award, to the selected Respondent.
RFP:	Refers to Request for Proposal

4. PROJECT OBJECTIVES & FOCUS

- 4.1. The selected consultants will work with the Economic Development and Strategic Initiatives Officer, other Township staff, and Township Council to develop an updated Economic Development Strategy.
- 4.2. The updated Economic Development Strategy will include:
 - 4.2.1. A vision, priority areas, and strategic actions that will guide the Township's economic development efforts for 2026-2030.
 - 4.2.2. A measurable implementation plan that is reflective of municipal priorities and available resourcing to achieve the Strategy's goals.

5. SCOPE AND CONSTRAINTS

- 5.1. Respondents are encouraged to recommend the most effective and efficient method of engaging stakeholders in the process. It is hoped that the Proponent will be able to expedite the project while at the same time providing an opportunity for meaningful public input.
- 5.2. Respondents are encouraged to consider best practices from other municipalities in formulating their recommendations.
- 5.3. Respondents will be required to work closely with the Project Manager to ensure that it aligns with the objectives within the Township Strategic Plan and other Township guiding documents.
- 5.4. Respondents will be required to consider the Township's financial capabilities in their recommendations.
- 5.5. Respondents will be required to ensure an appropriate level of consultation with the general public, Township Council, the Muskoka Lakes Chamber of Commerce and other community stakeholders in order to effectively determine the support for the recommended strategy.

- 5.6. There is a tight timeline for this project with a Final Document completion by May 29, 2025. Respondents must demonstrate in their proposal how this timeline will be met.
- 5.7. Respondents will be responsible for providing expert advice throughout the project and for the following deliverables (note that proponents are not limited by the deliverables and may wish to expand on them):
 - 5.8.1. Project Coordination including regular meetings and status reports to keep the project on schedule and keep identified stakeholders apprised of the process;
 - 5.8.2. Orientation of Participants to the process, the components and background technical information;
 - 5.8.3. Stakeholder Input defining a consultation strategy which provides updates to the draft plan for Council; and gathering of stakeholder information and input for incorporation into a final draft.
 - 5.8.5. Process and Meeting Facilitation leading and facilitating discussion; ensuring that conversations are forward-looking; action oriented and move the participants towards creating a shared future with established and clear priorities; and
 - 5.8.6. Plan Documentation including creation of a final plan document (and executive summary) for public review and presentation. The consultants will be expected to support the presentation of the final document to Council.

6. WORK ELEMENTS

- 6.1. The broad framework for the project will include a number of keys steps including:
 - 6.1.1. An environmental scan of economic development in Muskoka Lakes, including a review of present and previous strategies, an assessment of Muskoka Lakes' current economic situation, and best practices in modern economic development.
 - 6.1.2. Community engagement, including:
 - 6.1.2.1. Meetings with identified stakeholders, including Council, municipal staff, business groups and support organizations.
 - 6.1.2.2. General engagement with the Muskoka Lakes business community.
 - 6.1.2.3. General public engagement.
 - 6.1.3. Creation and delivery of a final strategy document, including an executive summary, implementation plan, and performance indicators.
- 6.2. The Proponents are not limited by the steps/tasks as outlined above. Proposals may provide additional or combine steps/tasks as part of the Proponent's response.

7. DELIVERABLES

- 7.1. The Consultant is required to produce an Economic Development Strategy that includes the following elements:
- 7.1.1. Identification of priority areas of focus for Economic Development in Muskoka Lakes;
 - 7.1.2. Recommended strategic actions in relation to the priority areas of focus; and
 - 7.1.3. An Implementation Plan to achieve all recommendations by 2030, in line with municipal priorities and available resources.

8. REPORTING

The Consultant will be required to provide electronic copies of all draft and final reports in Microsoft Office and PDF files on an USB drive or through any agreed upon electronic transfer. Any materials used for presentations, consultations, Council/Committee reports or open houses are to be provided in both hard copy and electronic format as required.

9. RESOURCES

- 9.1. Staff will assist with logistics, setting up of meetings, communications with committee/public utilizing existing contact databases and social media channels, etc.
- 9.2. In most cases, public input sessions will be held in Municipal facilities. Costs for meeting venues are NOT the responsibility of the Consultants.

10. PROPOSED FEE

- 10.1. The Proponent shall submit a detailed fee proposal identifying all costs associated with the proposed work plan.
- 10.2. Identify any out-of-pocket expenses & disbursements, separately.
- 10.3. Identify any sub-consultants that will be used on the project and appropriately include their fees.

11. TIMING OF THE PROJECT

- 11.1. The following is the timeline for the project:

<u>Activity/Milestone</u>	<u>Associated Due Date</u>
Request for Proposal Issued	October 8, 2025
Proposal Closing	October 29, 2025
Consultant interviews, if required	November 3-5, 2025
Selection of Consultant	November 12, 2025
Project Initiation	December 1, 2025

Final Plan and Report

May 29, 2026

Although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates and times as its sole discretion.

12. CONTENT OF PROPOSALS

- 12.1. The proposal should include the Respondent's interpretation of the requirements of the project, together with a description of the approach planned to facilitate carrying out the terms of reference, schedule of tasks and decision points. In addition, the proposal should include:
- 12.1.1. A statement of experience and expertise in strategic planning; public consultation and project facilitation.
 - 12.1.2. If applicable, a list of all sub-consultants to be engaged by the prime consultant, with details of the areas for which each will be responsible;
 - 12.1.3. A list of key personnel who will be assigned to the project, identifying the areas of expertise of each and indicating their involvement in the project;
 - 12.1.4. Identification of a Project Manager;
 - 12.1.5. A detailed cost estimate for the project to include manpower costs per individual, the per diem rate and the proportion of costs for each part of the study;
 - 12.1.6. Clarification of specific requirements of the Township of Muskoka Lakes and/or any exclusion from the scope of the work;
 - 12.1.7. Based on the Terms of Reference, a work plan indicating key decision points, timing of work and meetings with the Project Manager and/or Project Team; and
 - 12.1.8. References from other similar clients.
- 12.2 The Township reserves the right to interview Respondents as part of the Proposal Evaluation Process.

13. FEES & COSTS

- 13.1. The Respondent shall provide in their proposal the proposed fees and costs that shall not be exceeded without the advanced written permission of the Township of Muskoka Lakes. The project costs shall include all costs including sub-consultants, travel and administration expenses and printing costs.

14. SUBMISSION OF BIDS

Bids will be received by the Township on or before October 24, 2025 at 2:00 pm, local time, as determined by the time/date stamp clock in the location receiving the bids. Late submissions will not be accepted and will be returned unopened.

Bids shall be delivered electronically by email to jcox@muskokalakelakes.ca. The bid process shall be electronic only. Hard copy submission will not be accepted.

All submissions shall become the property of the Township.

It is the responsibility of each Respondent to submit all required documents as outlined in this RFP. Failure to provide a submission on all required documents set out in this RFP will disqualify a submission.

The Township is not responsible for a proposal not being received.

15. **PROPOSAL SUBMISSION FORMAT**

INSTRUCTIONS TO RESPONDENTS

Respondents are required to provide a written response regarding each of the following items.

This information shall be submitted with the balance of the required documents provided by the Respondent however, it is **essential** that the **document FORMAT** be contained as one distinct section and, that it **adheres directly to the same numbering, sequence and topics** as those listed following.

This will enable the evaluation committee to perform a more effective review of submissions.

Failure to do so may eliminate the Proposal from further consideration.

The Respondent's proposal should be as concise as reasonably possible, and include, at a minimum, response to each of the following items:

Section 1 Company Overview

Clearly identify the prime firm submitting the proposal. Identify any other firms that may be involved (sub-contracted) on your behalf and their legal/contractual relationship with the prime firm along with the expertise and respective projected costs of their involvement.

Section 2 Project Manager & Support Staff

Provide a resume of the Project Manager and Support Staff that would be directly involved in the project, indicating experience, credentials and notable achievements in the area of this work assignment. Evaluation of the Project Manager and Project Support Staff will include an assessment of the firms overall ability to provide adequate resources to this project.

The Township will expect these key personnel to be committed to the project as described in the proposal, if successful with the award, any changes in these personnel must be approved, in advance, by the Township.

Section 3 Experience on Similar Projects

Respondents shall include at least three (3) References that outline previous **community strategic planning for projects of a similar magnitude** that have been successfully completed by their firm in the past five (5) years. This shall include the client names, contact and contact phone numbers. The Township reserves the right to contact these references, where appropriate. In the interest of fair and equitable consideration to all Respondents, please do not list the Township of Muskoka Lakes as a reference for this Section.

Note that each reference is not to exceed one 8.5"x11" page in length and one picture, a maximum one quarter the size of the page, is allowed.

Section 4 Project Understanding and Work Plan

Respondents are to confirm their understanding of the Scope of Work and clearly define how they would go about to achieve same, including noting the sequence and timing of all project phases.

Section 5 Schedule of Work

Respondents shall indicate when work would be commenced and, approximately how long it would take to complete the assignment. Meeting dates, other key events and major project deliverables should be clearly identified on the project schedule.

Section 6 Financial

Provide a detailed accounting of the costs associated with each of the tasks listed in Section 4. These costs are to be summarized as provided for on the Schedule of Fees and included in the Proposal submission.

Include all costs, including travel and other applicable costs in the space provide on the Schedule of Fees.

Prices quoted in the Proposal shall include excise tax, patent, import duty, foreign exchange, and all other charges. HST must be shown as a separate item.

Appendices Respondents are to include any additional information regarding their firm and/or services that could prove beneficial to the evaluation team in accessing their submission.

Respondents are required to include in their response, the Respondent's Declaration as shown in Appendix "A" to this RFP.

Respondents are required to include in their response if any Addenda to the RFP was received (if applicable)

16. QUESTIONS AND INQUIRIES

Inquiries regarding this RFP are to be directed to the Township of Muskoka Lakes Economic Development and Strategic Initiatives Officer, James Cox, by e-mail to jcox@muskokalakes.ca.

Inquiries must not be directed to other Township employees (other than designate) or Elected Officials. **Directing inquiries elsewhere may result in your proposal submission being rejected.**

Questions of clarification will be answered until 2:00 p.m., October 21, 2025, with response(s) being posted on the Township's website as a RFP Addendum.

Inquiries must be received no later than three (3) business days prior to the closing date of the RFP; otherwise, a response may not be provided. The Township reserves the right not to respond to any questions after this date.

17. EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS

The Respondent acknowledges that they have carefully reviewed this RFP, including any and all other related relevant documents, and understands the scope of work proposed; further, they confirm that their submission is based entirely on the terms, specifications, requirements, and

conditions as set out in the RFP document.

Each Respondent must satisfy himself/herself by a personal study of the RFP documents, by calculations, and by personal inspection of the public information available from the Township. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Respondent require more information or clarification on any point, it must be obtained prior to the submission of the RFP.

The RFP will be posted and available for download on the Township's website beginning September 29, 2025 and will remain available until closing on October 24, 2025.

18. ERRORS AND OMISSIONS

The Township shall not be held liable for any errors or omissions in any part of this RFP. While considerable efforts have been made to ensure an accurate representation of information, the information contained in the RFP is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

19. RESPONDENT EXPENSES

Any expenses incurred by the Respondent in the preparation of the Proposal submission are entirely the responsibility of the Respondent and will not be charged to the Township.

20. ADDENDA

- 20.1. It may be necessary to issue addenda to correct or clarify the RFP document; extend closing dates; respond to specific questions asked by one Respondent that should be made available to all Proponents; retract or cancel the RFP; or for any other reason deemed necessary. All such changes shall be included in the RFP and shall become part of the Contract.
- 20.2. If required, addenda will be posted on the Township's website:
<https://www.muskokalakes.ca/township-hall/bids-and-tenders/>
- 20.3. It is the Respondent's ultimate responsibility to ensure all addenda have been received.
- 20.4. Respondents shall be required to acknowledge receipt of addenda in their submission.

21. PROPOSAL CLOSING

Proposal submissions must be received electronically by Wednesday, October 29, 2025 at **2:00 p.m. local time.**

22. LATE SUBMISSIONS

Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent.

23. PROPOSAL WITHDRAWAL

- 23.1. 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.
- 23.2. A Respondent may withdraw their proposal at any time up to the official closing time by notifying the Project Manager in the email provided. Such a submission must be received in sufficient time to be marked before 2:00 p.m. on the date for closing of proposals.
- 23.3. No Respondent may withdraw their proposal for a period of 60 days after the actual date of closing.

24. PROPOSAL OPENING

Respondents are advised there will not be a public opening for this RFP. Submissions received, by the date and time of closing, will be opened administratively by respective members of the Township at a time subsequent to the closing.

25. ACCEPTANCE OR REJECTION OF PROPOSAL

- 25.1. The acceptance of a proposal will be contingent upon, and not necessarily limited to, an acceptable record of ability, experience, and previous performance.
- 25.2. The Township reserves the right to reject any or all proposals and to waive formalities as the interests of the Township may require without stating reasons therefore and at its sole discretion.
- 25.3. The Township is not under any obligation to award a contract and reserves the right to terminate the RFP at any time for any reason, and to withdraw from discussions with any or all of the Proponents who have responded.
- 25.4. No proposal shall be accepted from or awarded to any individual, partnership or corporation that is in current or pending litigation, or tax arrears, with the Township of Muskoka Lakes, or that may be deemed irresponsible or unreliable to the Township. Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a proposal or recall the proposals at a later date:
 - 25.1.1. When only one (1) proposal has been received as a result of the proposal call;
 - 25.1.2. Where the lowest responsive and responsible Respondent's proposal substantially exceeds the estimated cost of the goods or service;
 - 25.1.3. Where the proposal documents do not state a definite, or are based on an unreasonable delivery/work schedule;
 - 25.1.4. When all proposals received fail to comply with the specifications or proposal terms and conditions; or
 - 25.1.5. Where a change in the scope of work or specifications are required.
- 25.5. The Township 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 by the Township of any proposal or by reason of any delay in the acceptance of a proposal except as provided in the proposal document.

- 25.6. Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent.
- 25.7. Each proposal shall be open for acceptance by the Township for a period of sixty (60) calendar days following the date of closing. Prices quoted are to remain firm and irrevocable during this period.

26. PROPOSAL EVALUATION CRITERIA

The Township will not necessarily accept the lowest price of any submission. Any implication that the liver price of any submission will be accepted is hereby expressly negated. Each response will be evaluated to determine the degree to which it responds to the requirements as set out in this RFP. It is the responsibility of the Respondents to provide sufficient information in their Proposal to exhibit required abilities. Respondents are cautioned that organization of their response, as well as its thoroughness, is critical to the evaluation process.

26.1. Proposals will be evaluated based on, but not limited to, the following:

Evaluation Criteria	Weight
Quality and Completeness of Proposal	20%
Company Background and Relevant Experience	20%
Demonstrated Understanding of Deliverables	25%
Client References	5%
Company Personnel and Experience	5%
Proposed Fee	25%

27. VERIFICATION OF INFORMATION

The Township shall have the right to:

- 27.1. Verify any Respondent's statement or claim by whatever means the Township deems appropriate, including contacting persons in addition to those offered as references; and/or
- 27.2. Access the Respondent's premises where any part of the work is to be carried out to confirm Proposal information quality of processes and to obtain assurance of viability; and/or
- 27.3. The Respondent shall co-operate in the verification of information and is deemed to consent to the Township verifying such information.

28. SELECTION PROCESS

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission as well as any additional information provided during subsequent discussions with the Respondent, if required. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Township.

29. OWNERSHIP

The Township shall have exclusive ownership rights to all information, reports, documentation, plans, etc. that are a product of this award. The successful Respondent may retain copies of all documents they produce during this process, but shall not sell, assign, or transfer any such documents to a third part or release them to the public without the prior written consent of the Township.

30. PROPOSAL AWARD PROCEDURES

Unless stated otherwise the following procedures will apply:

30.1. The Township will notify the Successful Respondent of the award within thirty (30) calendar days of the Proposal Closing.

30.2. Notice of Acceptance of Proposal will be by written notice (electronically).

31. AWARD

It is the intent of the Township to award the contract arising from this RFP to the most responsive and responsible Respondent based on the submissions received. The Township has sole discretion over the selection of the successful Respondent and the Township's decision as to the award will be final. The Township will notify the participating Respondents electronically with respect to the selection of the recommended Respondent.

32. SUB-CONSULTANTS

No sub-consultants or collateral agreements (other than those identified in the Proposal submission) shall be permitted with respect to the work of this assignment, except with the Township's express written consent and, in advance of commencement of sub-consultant activities.

Failure to obtain this consent may result in cancellation of the contract with the successful Respondent.

33. ASSIGNMENT OF CONTRACT

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 entity, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

34. REQUIREMENTS AT TIME OF EXECUTION

34.1. Subject to an award of the agreement, the Successful Respondent is required to submit the following documentation in a form satisfactory to the Township for execution within eleven (11) calendar days after being notified to do so in writing:

34.1.1. Insurance Documents;

34.1.2. Clearance Certificate from the Workplace Safety and Insurance Board;

34.2. If the Successful Respondent for any reason, defaults or fails in any matter or item referred to under "Requirements at Time of Execution", the Township reserves the right

to accept any other proposal submission, advertise for new proposals or carry out the work in any way as the Township may, at its sole discretion, deem best.

- 34.3. Following receipt of the documents, the successful Respondent will enter into a Professional Services Agreement with the Township to proceed with the Work.

35. INDEMNIFICATION

The Successful Respondent, its officers, agents or employees and if applicable all sub-contractors shall at all times indemnify and save harmless the Township of Muskoka Lakes, its elected officials, officers, employees, servants, agents, and others for whom the Township is in law responsible, from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Township in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Agreement, provision of services or any operations connected therewith caused by or resulting from the negligent or willful acts or omissions of the Successful Respondent, its officers, agents or employees or if applicable its sub-contractors.

A Respondent, by submitting a Proposal, agrees 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 resulting from this RFP.

36. CONFLICT OF INTEREST

Respondents must ensure that they are not in a position that may be perceived as a conflict of interest.

The successful Respondent shall not hire any officer or employee of the Township to perform any services covered by this Project.

Respondents must affirm that, to the best of their knowledge, there exists no actual or potential conflict between the Respondent's family, business, or financial interests and services provided under this Project. In the event of any change in either private interests or services under this project, any questions regarding possible conflict of interest which may arise as a result of such change will be raised with the Township.

37. REGULATION COMPLIANCE AND LEGISLATION

The successful Respondent shall ensure all services and products provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and/or Federal legislation and applicable regulations. The successful Respondent shall provide appropriate documentation demonstrating compliance to the Township at any time upon request.

38. CANCELLATION

- 38.1. The Township reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, poor quality of goods and/or services, etc. The determination of the Township in this regard shall be final in all instances.
- 38.2. The Township may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) days written notice to the Contractor.

38.3. Either party may terminate the Contract by giving the other party sixty (60) days written notice, giving reasons acceptable to the other – subject to approval by both parties. A period of less than sixty (60) days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

39. GOVERNING LAWS

This RFP and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

40. FREEDOM OF INFORMATION

Any personal information required on the Proposal Form is received under the authority of The Township of the Township of Muskoka Lakes. This information will be an integral component of the quote submission.

All written Proposals received by the Township become a public record, once a Proposal is accepted by the Township, and a contract is signed, all information contained in them is available to the public, including personal information.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Director of Legislative Services/Clerk, Township of Muskoka Lakes
1 Bailey Street, Port Carling, ON P0B 1J0,
Telephone: (705) 765-3156

The Clerk has been designated by The Township of the Township of Muskoka Lakes to carry out the responsibilities of the Act.

41. HEALTH AND SAFETY

The Successful Respondent shall provide the Township, prior to commencement of work, with 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 the Township's safety procedures in accordance with the Occupational Health and Safety Act (re: duties of employers).

42. WORKPLACE SAFETY AND INSURANCE BOARD

The Successful Respondent shall provide the Township with a copy of the Workplace Safety and Insurance Board's Clearance Certificate (or Independent Operator Certificate, as applicable) indicating the Respondent's good standing with the Board at any time when requested by the Township.

43. INSURANCE

43.1. The Successful Respondent at their sole cost and expense shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

43.2. Comprehensive General Liability Insurance including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, broad form

contractual liability, Townships and contractors' protective, products and completed operations and contain a cross liability, severability of insured clause in an amount of not less than five million dollars (\$5,000,000.00) applying to all claims on a per occurrence basis. The policy shall include the Township as additionally insured in respect of all operations performed by or on behalf of the Successful Respondent.

- 43.3. Non-Owned Automobile Liability Insurance (SPF 6) in an amount of not less than \$2,000,000.
- 43.4. Professional Liability (Errors and Omissions) Insurance in the amount of two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in aggregate. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the work under this Agreement. Upon completion of the work under this Agreement, the policy shall remain in force for twelve (12) months. The insurance shall not have a retroactive date less than prior to the placement of this policy or coinciding with the effective date of this Agreement. If a retroactive date should apply to this policy, confirmation that the retroactive date is not in effect after the commencement of work under this Agreement must be included in the certificate of insurance.
- 43.5. Prior to commencement of any work associated with this Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Township with confirmation of coverage 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 amending endorsements applicable to any work associated with this Agreement.
- 43.6. All policies shall be endorsed to provide 30 days advance notice to the Township of any modification, change, or cancellation.
- 43.7. All policies shall include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the Township.
- 43.8. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.
- 43.9. If the Successful Respondent fails to maintain insurance as required by the Agreement, the Township shall have the right at their sole discretion to: terminate the Agreement; provide the Successful Respondent with 2 business days to provide confirmation that coverage is in effect; or, provide and maintain such insurance and give evidence to the Successful Respondent and the Successful Respondent shall pay the cost thereof to the Township on demand or the Township may deduct the cost from the amount which is due to or may become due to the Successful Respondent.
- 43.10. All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- 43.11. It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Section 23 have been met.
- 43.12. If applicable and based upon the operations of any sub-contractor, Section 23 shall apply in the same manner to any sub-contractor as it would to the Successful Respondent. Further, it is the Successful Respondent's obligation to ensure that any sub-contractor is aware of these obligations. The Successful Respondent shall provide to the Township

confirmation of the sub-contractor's insurance.

44. REGULATION COMPLIANCE AND LEGISLATION

All work provided must be in accordance with all laws and regulations pertaining to the work. The laws of the Province of Ontario shall govern this proposal and any subsequent agreement resulting from this proposal.

The Successful Respondent shall ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

45. COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

The Township is committed to providing equal treatment to people with disabilities with respect to the use and benefit of Township services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public.

The successful Proponent must comply with all laws applicable to the performance of their work. All deliverables developed by the successful Proponent for this RFP, including plans, studies, reports, and presentation materials, must be in compliance with [AODA Regulation 191/11](#) (the "Regulation").

The successful Proponent will ensure that all its employees, agents, volunteers, or others for whom the successful Proponent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with the [Accessibility for Ontarians with Disabilities Act, 2005](#) (the "Act") as amended.

The successful Proponent will submit to the Township, as required from time to time, documentation describing its customer service training policies, practices, and procedures; a summary of its training program, together with a record of the dates on which training was provided; and a list of employees, agent, volunteers, or others who received such training. The Township reserves the right to require the successful Proponent to amend its training policies to meet the requirements of the Act and the Regulation.

46. LAWS, NOTICES, PERMITS & FEES

The successful Respondent shall, at their own expense, be responsible for maintaining and keeping current any licenses or approvals necessary to permit them, their employees, or company to carry out the requirements of the Contract. The Respondence shall provide appropriate documentation demonstrating compliance to the Township at any time upon request.

The successful Respondent shall provide the required notices upon request and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, which are, or become, in force during the period for which services are performed in accordance with the schedule of work.

47. HARMONIZED SALES TAX (HST)

HST is applicable to the requirements of this Proposal and should be shown separately on the Schedule of Fees.

48. LIMITED LIABILITIES

The liability under this Proposal shall be limited to the actual goods/services ordered and provided.

49. PERFORMANCE

Any undue delays in the execution of the work and/or costs incurred by the Township due to inefficiencies in performance on behalf of the successful Respondent shall be deemed the responsibility of that Respondent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the Successful Respondent.

50. PROGRESS OF WORK AND TIME FOR COMPLETION

Time shall be the essence for completion of the Project. The Consultant will include a schedule for the work in the Proposal. The Schedule shall be subject to acceptance of the Township and shall be updated from time to time as requested by the Township. No work shall commence on the assignment until the Schedule of Work has been approved by the Township. All costs to prepare the Schedule of Work shall be at the successful Respondent's expense.

If the agreed upon time limits are not sufficient to permit completion of the work by the successful Respondent working a normal number of hours each day or week, it is expected that additional and/or augmented shifts will be required throughout the life of the work to the extent deemed necessary for the successful Respondent to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices for the various items of work and no additional compensation will be allowed therefore.

51. EXTRA WORK

No work shall be regarded as extra work, unless it is ordered in writing by the Township and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

52. PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS

In accordance with Municipal Freedom of Information and Protection of Privacy Act, 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.

Respondents are encouraged to place all such details and information within a separate section of their submission. Complete proposal details are not to be identified as confidential.

All works/reports created as a result of the process become the property of the Township of Muskoka Lakes.

53. CONFIDENTIALITY UNDERSTANDING

The successful Respondent and its employees may have access to information confidential to the Township. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law, the successful Respondent agrees that it and its employees who have access to this information shall not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, wither on the successful Respondents behalf or on behalf of any third party, any such information.

The parties acknowledge that unauthorized disclosure or use of confidential information could

cause irreparable harm and significant injury to the Township, and as such monetary damages may not be sufficient remedy for this breach. Accordingly, the parties agree that the Township will have the right to seek and obtain specific performance and/or injunction relief to enforce the obligations of this agreement in addition to any other rights and remedies it may have.

All records, files, materials, computer programs, data and any other materials belonging to the Township that may come into the possession or control of the successful Respondent shall at all times remain the property of the Township. Upon expiry, termination of this agreement for any reason and upon written request, the successful Respondent shall immediately delivery to the Township all such property of the Township remaining in its possession or control.

The obligations of this section survive the expiration or termination of this agreement indefinitely.

54. SOLICITATION

If any director, officer, employee, agent or other representative of a Respondent makes any representation or solicitation to any Mayor, Councilor, officer or employee of the Township with respect to the proposal, whether before or after the submission of the proposal, the Township shall be entitled to reject the proposal and/or terminate the assignment.

55. EMPLOYMENT STATUS

The successful Respondent acknowledges that neither they nor their employees shall be considered to be the employees of the Township of Muskoka Lakes as a result of this procurement.

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. 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 Township in writing, shall not permit such person to continue in any future service arising out of this RFP.

56. PUBLICITY

All publicity relating to this project is subject to the approval of the Township and no mention of the project in advertising or articles in any publication will be permitted unless authorized in advance, in writing by the Township. Publicity or advertising implying endorsement of a product by the Township will not be permitted.

57. CONTACT

The Project Manager is the Township's Economic Development and Strategic Initiatives Officer:

James Cox
Phone: (705) 765-3156 Ext. 279
jcox@muskokalak.es.ca

APPENDIX "A"

THIS PAGE MUST BE RETURNED AS PART OF THE PROPOSAL SUBMISSION

RESPONDENT'S DECLARATION

The Respondent has carefully examined the conditions attached to this Request for Proposal and is prepared to perform the work as outlined in this document in an expedient, professional and workmanlike manner, promptly and as directed by the Economic Development and Strategic Initiatives Officer.

No person, firm or corporation, other than the Respondent, has any interest in this proposal or in the proposed services for this proposal.

This proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same Service and is in all respect fair and without collusion or fraud.

No member of the staff of the Township of Muskoka Lakes is, or will become interested directly or indirectly; as a contracting party, partner, shareholder, surety or otherwise; or in the performance of the Service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from.

The content and requirements of this RFP have been read and understood.

All prices are quoted in Canadian funds.

DATED AT _____ THIS _____ DAY OF _____ 2025.

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT