



**REQUEST FOR PROPOSAL FOR:
OPERATING CONTRACTOR**

Big Sound Marina

ISSUE DATE: February 20, 2025

SUBMISSION DEADLINE:

4:00 pm, Friday April 4, 2025

**THE CORPORATION OF THE TOWN OF PARRY SOUND
52 SEGUIN STREET
PARRY SOUND, ON
P2A 1B4**

Table of Contents

| | |
|---|----|
| Table of Contents..... | 3 |
| Part A - Information and Instructions to Proponents | 4 |
| 1. Invitation | 4 |
| 2. Delivery of Bids | 4 |
| 3. Summary of Events..... | 4 |
| 4. Inquiries | 5 |
| 5. Omissions, Discrepancies and Interpretations..... | 5 |
| 6. Withdrawal and Amendment of Proposals | 5 |
| 7. Proposal Preparation & Cost | 6 |
| 8. Completion of Submission Form | 6 |
| 9. Irrevocability of Bids..... | 6 |
| 10. Reservation of Rights and Privilege..... | 6 |
| 11. Estimated Quantities | 7 |
| 12. Statement of Understanding | 8 |
| 13. Freedom of Information and Protection of Privacy | 8 |
| 14. Confidential Information..... | 8 |
| 15. Conflict of Interest | 8 |
| 16. No Lobbying..... | 8 |
| 17. Illegal or Unethical Conduct | 8 |
| Part B- Standard Conditions | 9 |
| 18. Notification and Execution of Contract | 9 |
| 19. Insurance Requirements..... | 9 |
| 20. Workplace Safety and Insurance Board (WSIB) | 9 |
| 21. Laws and Regulations | 10 |
| 22. Occupational Health and Safety..... | 10 |
| 23. Town Not Employer..... | 10 |
| 24. Indemnification | 10 |
| 25. Termination | 10 |
| 26. Non-Assignment | 11 |
| 27. Evaluation of Performance..... | 11 |
| 28. Payment Terms | 11 |
| Part C – RFP Particulars | 12 |
| 29. Project Background..... | 12 |
| Introduction | 12 |
| Proposals..... | 13 |
| 30. Bid Submission Requirements | 15 |
| 31. Submission Evaluations | 16 |
| 32. Proponent Interview/Demonstration – If required (at the discretion of the Town) | 17 |
| Part D - Submission Form | 18 |

Part A - Information and Instructions to Proponents

1. Invitation

The Corporation of the Town of Parry Sound (Town) is inviting prospective proponents to submit proposals for the provision of operating services related to the Big Sound Marina.

2. Delivery of Bids

The Submission Form, together with all required supporting documentation must be submitted in sealed envelopes and shall be clearly marked using the attached submission label. The envelopes shall be delivered to the Town of Parry Sound at the Reception Desk at 52 Seguin Street, Parry Sound, Ontario, P2A 1B4, on or before 4:00 pm, Local Time on April 4, 2025.

Three (3) hard copies are required to be submitted, one (1) marked original and two (2) marked copy and one (1) electronic copy of the submission on flash drive.

Proponents are advised to deliver their bids well before the deadline, making submissions near the deadline is done at their own risk.

Bids time stamped 4:00 pm or later shall be declared non-compliant and shall be returned unopened.

Bids delivered in person, or by a courier service that are not delivered to the designated location by the proponent or courier service may be rejected.

Delivery of the bid through a courier service shall be the responsibility of the proponent and shall result in the bid being rejected if:

- a. the Bid is not delivered to the location stated on the envelope;
- b. the statement "BID DOCUMENT ENCLOSED" is not visible; and/or
- c. the bid envelope is delivered to the Reception desk after the Bid Deadline.

3. Summary of Events

| Task | Date |
|---------------------------------------|------------------------|
| Date of Posting | February 20, 2025 |
| Deadline for receipt of Questions | 9:00 am March 11, 2025 |
| Issue Answers on or before | March 14, 2025 |
| Submission Deadline | 4:00 pm April 4, 2025 |
| Interview/Demonstration – If Required | TBA |

Note: Although every attempt will be made to meet all dates, the Town reserves the right to modify any or all dates at its sole discretion.

4. Inquiries

All inquiries concerning this RFP including scope of work, process and results will be made **in writing** (e-mail) by the date listed above to the designated contact:

Dave Thompson
Director of Development and Protective Services
dthompson@parrysound.ca

Inquiries shall not be directed to any other Town employees. No clarification requests will be accepted by telephone.

Any proponents wishing to receive updates or clarifications to the RFP shall register with the designated contact.

5. Omissions, Discrepancies and Interpretations

Should a proponent find omissions from, or discrepancies in, any of the proposal documents or should he be in doubt as to the meaning of any part of such documents, they should notify the Town, in writing before submitting their proposal and, not later than the deadline for receipt of questions. If the Town considers that a correction, explanation or interpretation is necessary or desirable, the Town will issue an addendum.

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

Addenda if required will be issued by the Town and shall hereby form part and parcel of the said project. Failure to acknowledge the addendum/addenda issued may result in a non-compliant submission. All addenda should be issued no later than forty-eight (48) hours before the closing date and time. Addendum will be posted to the Town website and individuals who picked up a bid package will be advised. It is the responsibility of the proponent to have received all addenda that have been issued by the Town. No oral explanation or interpretation will modify any of the requirements or provisions of the documents. The Town will assume NO responsibility for oral instructions or suggestions.

6. Withdrawal and Amendment of Proposals

Proponents may withdraw their proposal at any time up to the official closing time by submitting a letter, signed by an authorized representative on their company letterhead to the RFP contact.

Proponents may amend their proposal up to the official closing time by withdrawing their proposal and submitting a new proposal. Amendments by telephone, facsimile or email shall not be accepted or considered.

7. Proposal Preparation & Cost

All expenses incurred through the preparation and submission of a bid or in providing any additional information necessary for the evaluation of the bid by the Town shall be borne by the proponent. The Town will not return the proposal, or any accompanying documents, submitted by a proponent.

8. Completion of Submission Form

Proposals are required to be submitted on the Submission Form included in this proposal package, together with any further forms or sheets which proponents are instructed elsewhere herein, or in any addendum hereto, to include with their proposals. Proponents may retain the rest of the proposal documents issued to them.

All entries in the Submission Form shall be in ink or typewritten, with original signatures.

9. Irrevocability of Bids

Proposals shall be irrevocable and shall remain open for acceptance for a period of ninety (90) days from the submission deadline.

10. Reservation of Rights and Privilege

The Town has the right to accept or reject any and all proposals, in whole or in part.

The Town has the right to cancel this RFP at any time and for any reason without any liability to any proponent.

The Town reserves the right to award the Contract in its entirety or in part, to one or more Proponents, in accordance with the RFP.

The Town has the right to waive strict compliance with the terms of the RFP if, in the opinion of the Town, the non-compliance does not affect the Proposal in any material way, materiality to be determined in the sole discretion of the Town.

The Town reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- a. accept a Proposal other than the lowest Proposal or reject the lowest Proposal;
- b. cancel this RFP at any time, either before or after the Submission Deadline;
- c. accept or reject any and all Proposals, whether in whole or in part;
- d. accept the Proposal deemed most favourable to the interest of the Town or that may provide the greatest value and benefit to the Town based upon and not limited to:
 - i. price
 - ii. ability
 - iii. service
 - iv. experience
 - v. past performance
 - vi. qualification

- e. waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Submission Form or Proposal Submission.
- f. reject any Proposal whose proponent is involved in litigation with the Town

The Town may consider the total Bid price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in determining which proposal best meets its needs and interests.

The Town reserves the right to seek clarification of the contents of any Proposal, or to require a Proponent to submit further documentation.

In its evaluation of the Proposals, the Town may consider the following:

- a. information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- b. information received in response to enquiries made by the Town of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent;
- c. the experience and qualification of the Proponent's senior management, and project management.
- d. The compliance of the Proponent with the Town's requirements and specifications; or
- e. Proponents with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Town reserves the right to verify any information from third parties and receive additional information regarding any Proponent, its directors, officers, shareholders or owners, and any other party associated with the Proposal, as the Town may require.

The Town has the right to reject any Proponent who is involved in litigation with the Town.

If only one Proposal is received, the Town has the right to elect to:

- a. open the Proposal;
- b. not open the Proposal and close the RFP;
- c. reject the Proposal and cancel the RFP if the Proposal is over budget.

If no Proposals or no compliant Proposals are received, the Town has the right to elect to:

- a. cancel the RFP and reissue the Proposal Document at a later date;
- b. cancel the RFP and to single source the works to any one person or entity whatsoever at its sole discretion.

By submitting a Proposal, the Proponent acknowledges the Town's rights under this Section and absolutely waives any right, or cause of action against the Town, by reason of the Town's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence or otherwise.

11. Estimated Quantities

The proponent understands and accepts that the quantities shown in the RFP Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required at the discretion of the Town.

12. Statement of Understanding

Each proponent shall be deemed to have carefully examined the RFP prior to submitting its response, and if it should discover any omissions, errors, discrepancies, ambiguities or other anomalies or have any questions or doubts as to the meaning of any portion thereof, it shall, before submitting its response, communicate the same in writing to the Town.

Each proponent warrants and represents that it has substantial and significant experience in undertaking work of a nature and scope similar to that contemplated herein, and that it possesses the competence, skills, experience and expertise required to successfully carry out the work and that in preparing its response, it has satisfied itself that it has secured all necessary information required by a competent, experienced proponent to prepare a responsible and complete response.

13. Freedom of Information and Protection of Privacy

Proponents are advised that all written communications received by the Town as part of this procurement are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

The Town will use its best efforts not to disclose any information so marked but shall not be liable to a proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

14. Confidential Information

All information provided by or obtained from the Town in and form in connection with 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 any subsequent contract;
- c. shall not be disclosed without prior written authorization from the Town;
- d. shall be returned by the proponent immediately upon request of the Town.

15. Conflict of Interest

The Town may disqualify a proponent for any conduct, situation or circumstances determined by the Town, in its sole discretion, to constitute a conflict of interest, real or perceived.

16. No Lobbying

Any attempt on the part of a proponent, or its employees, agents, contractors, sub-contractors or representatives, to contact an employee of the Town or of the other municipalities that the RFP is being issued on their behalf, Elected Official or Appointed Officer, other than the designated individual detailed in this RFP, to influence the purchasing process or subsequent selection, may result in the disqualification from the bidding process.

17. Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any

unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Town; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

Part B- Standard Conditions

18. Notification and Execution of Contract

The successful proponent selected by the Town to enter into contract will be notified in writing. The successful proponent shall sign the contract in duplicate (2), within ten (10) business days of receiving notification. This provision is solely for the benefit of the Town and may be waived by the Town.

If a selected proponent fails to execute the agreement, the Town may withdraw the selection of that proponent and proceed with the selection of another proponent.

Once the agreement has been executed, the other proponents will be notified in writing of the outcomes of the RFP process.

19. Insurance Requirements

The following requirements are standard for the Town and are included as an indication of the level of coverage which will be sought by the Town. All insurance costs related below will be borne by the successful proponent(s).

Successful Proponent Insurance Requirements:

The successful proponent shall provide and maintain during the term of the Contract:

Commercial General Liability insurance subject to limits of not less than Five Million (\$ 5,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, premises and completed operations, contractual liability, contingent employers' liability, owner's protective coverage, non-owned automobile and contain a cross liability, severability of insured clause. The Town of Parry Sound is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.

Standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than Five Million (\$5,000,000) per occurrence.

All policies shall be endorsed to provide the Town of Parry Sound with not less than 30 Days' written notice of cancellation.

20. Workplace Safety and Insurance Board (WSIB)

The proponent shall supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract indicating that all of the assessments the proponent or any subcontractor

is liable to pay under the *Worker's Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

21. Laws and Regulations

The proponent shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract.

22. Occupational Health and Safety

The proponent shall be solely responsible for safety on the project and for compliance with the rules; regulations and practices required by the applicable Health and Safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

23. Town Not Employer

The proponent agrees that the Town is not to be understood as the employer to any proponent nor to such proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFP document.

24. Indemnification

The proponent shall indemnify and save harmless the Town from and against all claims, actions, losses, costs, damages, or other proceedings by whomsoever made, including substantial indemnity legal costs, which the Town, its employees, officers or agents may suffer as a result of or in any way caused by negligent acts or omissions by the proponent or any of its officers, directors, employees, or agents, in connection with the Services performed.

25. Termination

If the proponent fails to comply with any provision of the Contract or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Town, the Town may give notice in writing to the proponent of such failure. If the proponent has not remedied its failure within ten (10) days of the said notice, the Town shall be entitled to exercise any one or more of the following remedies:

- a. the Town may terminate the Contract without further notice and exercise its rights to the performance security provided by the proponent;
- b. the Town may withhold any payment due to the proponent hereunder until the Proponent has remedied its failure;
- c. the Town may engage the services of others to remedy the proponent's failure and obtain reimbursement therefore from the proponent. Such reimbursement may be obtained either through deduction from any amount owing to the proponent or through any other legal means available to the Town; or
- d. the Town may assert any other remedy available to it in law or equity.
- e. The Town reserves the right to terminate the contract at any time without cause and without liability upon thirty (30) days written notice.

26. Non-Assignment

The successful proponent(s) may not assign this contract in whole or in part or any work performed in accordance with the contract without the prior written consent of the Town.

27. Evaluation of Performance

Upon completion of the contract, the Town may complete an evaluation of the proponent's performance. The evaluation shall be placed on file and a copy of this evaluation may be provided to the proponent. This information may be made available to persons requesting Town references for the proponent and, also may be reviewed and may form part of the criteria when awarding future bids by the Town. In the event of documented poor performance, non-performance or conflict of interest, the Town may put the proponent on a no-bid list and will not accept bids from the proponent for up to two (2) years.

The proponent hereby authorizes the maintenance and release of this information.

28. Payment Terms

Remittance of fees to The Town of Parry Sound shall occur annually once audited statements have been prepared and submitted for review by the Town of Parry Sound. This is to occur prior to year end of current year and after the 12-month period ending October 31.

Part C – RFP Particulars

29. Project Background

Introduction

As of January 2020, the Town of Parry Sound has assumed ownership of the Big Sound Marina. Big Sound Marina has been operated as a transient facility and as a mixed-use facility. Through this proposal call, there is the opportunity that the facility be operated as either a fully transient or as a mixed-use marina: seasonal and transient.

Big Sound Marina is a gateway to the Town of Parry Sound, serving as a destination for recreational boaters. Arriving at Big Sound provides a first impression for visitors; exceptional customer service and clean, well-cared for facilities are key to maintaining a reputation of excellence.

Big Sound Marina Facilities

Big Sound Marina consists of 100+ serviced slips allocated across three docks (Dock A, B, C), each 300' in length and up to 18 slips on the Breakwater with no services. The Marina also includes a main office building, 4 showers, 4 storage areas, women's and men's washrooms, electrical room and laundry room.

Dock A is the easterly most dock and has the power requirements to accommodate the larger vessels with a mix of 50 amp and 30 amp power. The 16 exterior fingers are up to 60' in length and the 18 inner fingers are 50' in length.

Dock B is the centre dock with 40 finger slips of 35' in length, with 30 amp power and with 50 amp power at the south end.

Dock C has a combination of a 300' wall and 18 fingers on the west side 25' in length, with a mix of 30 and 50 amp power.

The Big Sound Marina parking area allows temporary parking for six (6) vehicles. One area is restricted for emergency vehicle use only.

Exterior lighting has been installed on the back east and west facing walls for added personal and property security.

The Men's washroom has three urinals, three stalls, four sinks with timed and pre-set temperature faucets. The Women's washroom is equipped with 6 stalls, four sinks with timed and pre-set temperature faucets.

The electrical room houses all power sources with the exception of the power for A Dock and B Dock which is housed in the new outer building. The hot water tank is located in the electrical room.

| | | |
|---------------------------------|--------------------|--------------------|
| Water and wastewater costs are; | 2023 - \$11,037.61 | 2024 - \$11,208.77 |
| Hydro costs are; | 2023 - \$9,554.25 | 2024 - \$10,924.87 |

Big Sound Marina historical gross dockage revenue is; 2023 - \$292,125 2024 - \$308,992

The Town takes responsibility for opening and closing the water and wastewater services to the building annually in coordination with the proponent.

The RFP response will outline the proposed activities for the Big Sound Marina space indicating pricing and services rendered for the dockage.

Capital

The Town shall be responsible for capital expenditures, per the Town's Tangible Capital Asset Policy. Further, the Town shall be responsible for significant repairs and maintenance where the cost of each individual repair/maintenance is in excess of \$5,000.

Capital expenditures normally confer a benefit lasting beyond one year and result in the acquisition or extension of the life of the fixed asset.

Repairs and Maintenance

The operator shall be solely responsible for repairs and maintenance costs.

The operator shall be responsible for garbage collection and disposal and related costs.

The operator is responsible for all furnishings and equipment (washers, dryers, coolers) requested for patron facilities.

Proposals

Proposals shall include details of the following:

Marketing

The success of Big Sound Marina and the Town Dock depend to some degree on a successful marketing campaign.

The proposal shall include the proposed marketing plan.

Insurance

The operator will be required to keep in force during the term of the agreement, a policy of insurance for public liability through a Commercial General (business) liability policy, including bodily injury and property damage in the amount not less than five million dollars (\$5,000,000). This insurance shall be extended to include tenants' fire legal liability coverage for not less than five million dollars (\$5,000,000.). Limits may be higher as the Town may reasonably require.

This insurance shall be extended to include environmental liability insurance coverage for not less than five million dollars (\$5,000,000.) or such higher limits as the Town may reasonably require from time to time. The operator shall provide the Town with a Certified Copy of these policies, ensuring that the Town is named as an additional insured.

The operator will also be required to carry WSIB coverage and will be required to provide a Clearance Certificate from WSIB to the Town.

The proposal shall confirm that the above will be provided to the Town, should the proposal be accepted.

Hours of Operation

The proposal must include the proposed hours of operation:

When will the season begin and end at Big Sound Marina?

When will the season begin and end at the Town Dock?

The minimum requirement expected by the Town will be an open facility from the Thursday prior to Victoria Day weekend until the Tuesday after Thanksgiving weekend. Minimum on site staffing (9 am – 5pm) will be weekends (Friday, Saturday, Sunday) May and October and 7 day a week staffing June through and including September.

Terms of Agreement

Proposal shall include the length of the term of the agreement. The Town is willing to consider agreement lengths up to 5 years, commencing November 1, 2025.

Operating Fee

- a) Exclusive of b) and c) below the proponent will provide a minimum lease remittance to the Town of \$30,000 annually.
- b) Fifty percent (50%) of all pump out revenues.
- c) Ten percent (10%) surcharge on all dockage fees for water and wastewater infrastructure.
- d) Proposal shall identify and revenue sharing beyond the minimum in a) above.

Human Resources

The proposal must identify the number of staff proposed to operate the marina, and the staffing positions. The proponent will confirm that all staff are employees of the proponent, and it is the proponents responsibility to ensure compliance with all provincial and federal laws and regulations.

Services

The proposal is to identify services proposed to be delivered (ie: concessions, etc.)

The Town has significant interest in value added services that may be provided and will be receptive to creative compensation for such value-added services that add to the overall vitality of the marina. Clearly indicate the methods that will be employed to maintain and enhance the activities that will be offered through this proposal.

Use

The proposal is to identify the intended usage:

To be operated as a transient marina only, or

To be operated as a mixed-use marina to a maximum of 35 seasonal slips on Docks A, B and C. as well as the 18 slips on the Breakwater.

Rates

The proposal is to include the proposed rental rates for both transient and seasonal.

Parking

The Town will provide a maximum of 35 offsite parking spots for seasonal dockage located at the Stockey Centre. The operator pays \$150 per spot for the season to the Stockey Centre.

Facility Maintenance/Cleanliness

The proponent shall ensure facility cleanliness through regular, as required cleaning and documentation of cleaning activities.

Operating Expenses

The operator will be responsible for all operating expenses incurred in managing the facility, including all electric/heating costs, sewer and water charges, lawn and garden maintenance.

Site Visit

Proponents requesting a site visit shall contact Dave Thompson directly dthompson@parrysound.ca to make arrangements.

30. Bid Submission Requirements

The submission should include at a minimum the following information and shall be submitted in the same sequence provided:

- a. **Table of Contents**
- b. **Completed Submission Form**
- c. **Company Background and Relevant Experience:**
 - i. Provide an outline of your company background including the number of employees and years in business.
 - ii. Provide an outline of your company experience including but not limited to details of experience in the following areas. Describe the unique strengths that your firm can bring to the process and how these set your firm apart from others.
 - a. List areas of experience and relevant similar projects
- d. **Company Personnel:**
 - i. Provide an outline of the key personnel that will be assigned to work on the project, including but not limited to, years worked for the company and years experienced in field. Identify and company's you plan to partner with on this project
 - ii. Provide an Organizational Chart.
- e. **Understanding of the Project & Work Plan/Implementation Plan:**

Provide a work plan for operations of the Big Sound Marina that addresses the issues identified in Section 29 that demonstrates your understanding of the project and the project needs.

Provide an Implementation Plan / Services Provided overview of how you will achieve the provision of services and a description of any Value-Added Services that will be provided.

A total submission of a maximum three (3) – 8 1/2 x 11 pages to address this item can be provided.

f. **Proposed Fee:**

The Proponent shall submit a detailed fee proposal identifying the proposed remittance system and rate of remittance for all revenue generated through the operation of the Big Sound Marina.

Identify any sub-contractors that will be used on the project and confirm their expected revenue generation and remittance rate and schedule.

g. **References Form:**

Provide a minimum of three (3) related references including contact information.

31. Submission Evaluations

Selection of a proponent's submission will be based on the following criteria and weighting:

| ITEM | EVALUATION CRITERIA | POINTS |
|------|---|------------|
| 1 | Company Background & Experience | 15 |
| 2 | Assigned Personnel | 15 |
| 3 | Understanding of the Project and Work Plan / Implementation Plan, Services Provided | 30 |
| 4 | Proposed Remittance | 40 |
| | Total | 100 |

An Evaluation Committee will evaluate each of the compliant submissions received in accordance with the evaluation criteria as set out in the RFP Document. The Committee reserves the right to enter into further discussions in order to obtain information that will allow the Committee to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Town will be served.

The Evaluation Committee reserves the right to consider the following during the evaluation process:

- i. Information provided in the submission itself;
- ii. Information provided in response to enquiries of credit, experience and industry references set out in the submission;
- iii. Information received in response to enquiries made by the Town of third parties apart from those disclosed in the Submission in relation to the reputation, reliability, experience and capabilities of the Proponent;
- iv. The manner in which the Proponent provides services to others;
- v. The compliance of the Proponent with the Town's requirements and specifications; or
- vi. By submitting a submission, the Proponent acknowledges the Town's rights under this Section and absolutely waives any right, or cause of action against the

Town, by reason of the Town's failure to accept the submission submitted by the Proponent, whether such right or cause of action arises in project, negligence, or otherwise.

32. Proponent Interview/Demonstration – If required (at the discretion of the Town)

Proponents may be invited for an interview by the Town at the Proponents' expense by the Evaluation Committee. This would be in addition to the scoring of the received submissions. At the interview, the Proponent's project leader should be prepared to make a presentation if requested outlining the submission. The Proponent should be prepared for any questions that arise thereafter.

If selected for an interview the Proponents shall provide the evaluation team with additional insight into the Proponent's ability to meet the requirements as requested in the RFP. The interviews would be conducted by the representatives of the Evaluation Committee at the Town of Parry Sound Municipal office.

If deemed necessary, the Proponents will be notified of the final format for interviews / presentations in advance. Only those Proponents that meet the minimum score of 75 will be granted an interview.

Part D - Submission Form

SUBMISSION FORM

The Corporation of the Town of Parry Sound

52 Seguin Street, Parry Sound, ON P2A 1B4

Request for Proposal for:

Operating Services

Big Sound Marina

Documents to be enclosed with this form including but not limited to:

- Submission Form
- Background & Relevant Experience
- Company Personnel
- Understanding of the Project & Work Plan
- Proposed Fee
- Reference Form

Submission Form

1. Proponent Information

| | |
|-------------------------------------|--|
| Company Name | |
| Proponent's Main Contact Individual | |
| Address | |
| Office Phone # | |
| Toll Free # | |
| Cellular # | |
| Fax # | |
| E-mail Address | |
| Website | |

2. Addendum

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

| <u>Addendum #</u> | <u>Date Received</u> |
|-------------------|----------------------|
| # _____ | _____ |
| # _____ | _____ |
| # _____ | _____ |

3. Acceptance of Terms

In responding to this RFP, the proponent acknowledges that they have read and completely understand and accepts all terms of the RFP.

By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP and offers to provide the services in accordance therewith at the rates set out in their proposal.

Submission Form – Authorized Signatures

Authorized Signature of Proponent

Name of Proponent Representative

Title of Proponent

Date

Signature of Witness

Name of Witness

Reference Form

The proponent shall provide below three (3) separate Customers having purchased a similar service as specified herein for a previous five (5) year period from the issuance of this document. Current or past suppliers of the Town must list the Town as a reference.

| | |
|----------------------------------|--|
| Reference # 1 | |
| Customer | |
| Contact Name & Phone Number | |
| Contact Email Address | |
| Date of Contract | |
| Description of Services Provided | |
| Reference # 2 | |
| Customer | |
| Contact Name & Phone Number | |
| Contact Email Address | |
| Date of Contract | |
| Description of Services Provided | |
| Reference # 3 | |
| Customer | |
| Contact Name & Phone Number | |
| Contact Email Address | |
| Date of Contract | |
| Description of Services Provided | |

Reference Release Form

I _____ (authorized signatory for the submitting Firm) authorize the Town to contact the person and/or organization listed on the **Reference Form**, for the purpose of obtaining information relating to the proponent. The Town reserves the right to call references if in its sole discretion finds a need to do so. The Town reserves the right to check other references other than listed herein.

Submission Label

From: _____
Address: _____

Contact: _____
Email: _____

Deliver to:

**The Town of Parry Sound
ATTN: Dave Thompson
c/o Reception
52 Seguin Street
Parry Sound, On P2A 1B4**

SEALED BID

RFP DESCRIPTION: **Operating Services Big Sound Marina**
CLOSING DATE: **4:00 pm April 4, 2025**