



Request for Proposals
CULTURE, PARKS, & RECREATION
MASTER PLAN

Issue Date

August 20th, 2024

Closing Date & Time

September 19th, 2024

4:00pm ADT

Client

Town of Yarmouth

400 Main Street

Yarmouth, NS B5A 4H5

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1.0 BACKGROUND

The development of parks, recreation and cultural opportunities in Yarmouth, Nova Scotia, reflects the sort of story one would expect in a mid-sized rural town. Historically recreation, parks and cultural opportunities depended on the community members to organize and deliver programs and facilities. It was not until 1976 that the Town of Yarmouth employed its first full-time Recreation Coordinator, and 1990 before it employed its first Parks Coordinator. Focused mainly on improving facilities and greenspaces, and delivering direct programming, community development work has been an important element of successfully creating new opportunities.

Culturally, the Town of Yarmouth landscape is less coordinated and more dependent on community-based initiatives. The Town of Yarmouth owns and operates a seasonal fisheries museum, and has employed a part-time heritage coordinator since the mid 1980's. The Town of Yarmouth, through grants to community-based organizations, supports festivals and events that showcase our heritage and bring our community together.

Recently, Town Council has sought a long-term plan for parks and greenspaces, and an understanding of what the focus should be in its delivery of recreation service, given the array of service providers, documented social needs and limited resources. Culture, a broad category of lifestyle-enriching opportunities, often gets lost or left out of the conversation. Town Council is equally concerned that the cultural sector involvement of the Town of Yarmouth be defined, and a masterplan crafted.

2.0 OPPORTUNITY

The Town of Yarmouth is inviting qualified individuals and/or firms to submit a proposal for the creation of a Culture, Parks, and Recreation Master Plan. This plan shall incorporate all three themes into one plan, with the ability to extract each theme and assign as appropriate.

The Town recognizes that there is a difference between the needs of a rural community and Town and is seeking a master plan that addresses the specific needs and desires of our citizens.

The master plan will articulate the Town's vision, mission, values, priorities, and guide planning and operational activities for the next ten years. The plan should link to provincial and federal strategies, and other priority plans and projects within the Town. These include, but are not limited to active transportation, climate change, healthy living, and accessibility. The plans will serve as a strategic roadmap to ensure that our community's recreational, cultural, and green spaces align with the evolving needs of our residents.

3.0 OBJECTIVES

The successful proponent will be responsible for achieving the following:

1. Inventory: Conduct a thorough analysis of the current cultural, recreational and park facilities, programs, and services within the community to identify strengths, weaknesses, gaps, and opportunities.

2. Community Engagement: Engage with residents, stakeholders, local organizations, and user groups through surveys, public meetings, workshops, and other relevant methods to gather input and ensure that the plan reflects the desires and priorities of the Town.
3. Parks, Facilities, and Amenities: Develop recommendations of existing facilities and the creation of new cultural, parks, and recreational amenities, including green spaces, sports fields, playgrounds, trails, community centers, performance studios, libraries, and museums.
4. Programs and Services: Develop recommendations of existing programs and services and the creation of new ones based upon feedback.
5. IDEAB: Ensure that the master plans promote inclusivity, diversity, equity, accessibility, and belonging for people of all ages, abilities, backgrounds, and interests, fostering an environment where everyone can participate in cultural and recreational activities.
6. Environmental Sustainability: Incorporate sustainable design practices, green initiatives, and strategies for conservation to minimize the ecological impact of new developments and ongoing operations.
7. Operational and Financial Sustainability: Provide actionable strategies for the efficient operation, maintenance, and funding of recreational facilities, programs, and services, including potential partnerships and revenue generation opportunities.

4.0 SCOPE

The successful proponent will undertake the following:

1. Data Collection and Analysis: Gather and analyze data related to existing facilities, programs and services, demographics, trends, and best practices in the field of culture, recreation and parks planning.
2. Community Engagement: Develop and implement a comprehensive community engagement plan to solicit input and feedback from a wide range of stakeholders.
3. Needs Assessment: Conduct an assessment of current and future recreational and cultural needs based on community input, trends, and industry standards.
4. Facility and Program Recommendations: Develop a prioritized list of recommendations for the enhancement, expansion, elimination, and creation of facilities and programs.
5. Implementation Strategies: Provide a detailed action plan outlining steps, timelines, and estimated costs for implementing the master plan's recommendations. Each theme should outline responsible parties and alternatives for service delivery.
6. Final Master Plan Documents: Prepare a comprehensive and visually engaging master plan document that outlines the findings, prioritizes recommendations and strategies in a clear and accessible manner for each subject.

5.0 PROPOSAL REQUIREMENTS

All proposals shall not exceed 25 pages and include the following:

1. Background and Consulting Team: A general description of your firm. Indicate the consulting team that would be assigned to this project. For each member of the team, include a 1-page CV, proposed time dedicated to the project, and their hourly rate.
2. Work Plan and Schedule: A detailed plan for conducting the work including methodology and a schedule that will outline the project milestones and completion.
3. Project Fees: A comprehensive budget that includes all costs associated with the project, including but not limited to consultant fees, travel expenses, and any other relevant costs.
4. References: List three references from similar projects completed within the past five years. One of these references should include a project done in Nova Scotia.
5. Contact: The primary contact for the project.

6.0 SCORING

Criteria	Weighing
Experience with strategy development	20
Familiarity with Municipal government/culture, parks & recreation	20
Team qualifications and references	10
Experience in Nova Scotia	5
Methodology and approach; work plan and schedule	15
Cost	30
	100%

7.0 SUBMISSION

All proposals must be submitted by 4:00 pm ADT on Thursday, September 19th, 2024, and shall be plainly marked **“Request for Proposals – Consulting Services – Culture, Parks, & Recreation Master Plan”**. Proposals must be submitted by mail, courier, or hand delivered to the following address:

Town of Yarmouth
400 Main Street
Yarmouth, NS B5A 4H5

Proponents are required to submit:

- One unbound original signed copy in paper form; and
- One electronic copy on USB.

Any proposal received at the designated location after the required time and date specified for receipt shall not be considered. Proposals will not be publicly opened.

7.1 Cost of Submission

The Town of Yarmouth will not be liable nor reimburse any bidder for any costs incurred in developing and/or any service that may be required in responding to this RFP.

7.2 Ownership of Documents

All documents submitted by Proponents shall become the property of the Town of Yarmouth upon their being presented, submitted, or forwarded. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media in which they are contained shall also become the property of the Town of Yarmouth upon their being presented, submitted or forwarded.

8.0 PROJECT SCHEDULE

Request for Proposal Issued	August 20 th , 2024
Deadline for Inquiries	September 12 th , 2024
Closing Date	September 19 th , 2024
Evaluation of Proposals	September 20 th – December 5 th , 2024

9.0 INQUIRIES

Any inquiries should be directed to Lindsay Florian at admin@townofyarmouth.ca with the subject header “Culture, Parks & Recreation Master Plan RFP Inquiry”. Any questions will be answered via addenda.

9.0 TERMS & CONDITIONS

9.1 Governing Law

Federal and Provincial laws shall govern the interpretation and performance of any agreement with the Town of Yarmouth. Any action brought to enforce any provision of an agreement shall be brought in the appropriate courts of the Province of Nova Scotia.

The parties understand and expressly agree that any claims, demands, or actions asserted against the Town of Yarmouth, its agents and employees shall be brought only in the court system of the Province of Nova Scotia.

9.2 Disclosure / Confidentiality

The Town of Yarmouth and submitting proponents will make every effort to maintain confidentiality relevant to submitted proposals and information provided for in this solicitation process. News releases by a proponent pertaining to this RFP or any portion of the project shall not be made without prior written approval from the Town of Yarmouth. Violation of this requirement is deemed to be a valid reason for disqualification of the proponent. The proponent will also not initiate any publicity relating to this acquisition process before the selection decisions are final.

9.3 Final Agreement

This solicitation does not contain all terms and conditions necessary for conducting business with the Town of Yarmouth.

9.4 Gratuities

The Town of Yarmouth may, by written notice to a proponent, cancel any contract if it is found by the Town of Yarmouth that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the proponent, or the agent or representative of the proponent, to any employee or agent of the project with a view toward securing favorable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract.

9.5 Insurance and Workers Compensation

The undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the Town of Yarmouth and the amount of coverage shall be not less than Two Million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the Town of Yarmouth in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by them, or their employees or relating to the prosecution of the works or any of their operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by them or under them and by these conditions, and covenants and agrees to hold the Town of Yarmouth harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the Town of Yarmouth will be furnished. Such insurance shall have the Town of Yarmouth as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against the City.

The undersigned is to carry and keep in force Professional Liability Insurance in an amount not less than \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured retention / deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the required per claim limit. The policy shall be underwritten by a company licensed to conduct business in the Province of Nova Scotia and be acceptable to the Town of Yarmouth. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal will be provided for each and every year.

9.6 Intellectual Property

For the purposes of this section 9.6, "Intellectual Property" means:

- a. all copyright rights created by virtue of the common law or the provisions of the Copyright Act (Canada), in and to any and all literary, artistic, architectural, photographic, or any other works (including but not limited to written descriptions, plans, designs, layouts, renderings, dimensions, strategies, and technical information) contained in the proposals submitted by Proponents or in the communications surrounding the development and presentation of the proposals; and
- b. any and all ideas, concepts, products, alternatives, processes, recommendations and suggestions developed by or through a Proponent and revealed to or discovered, including any and all those which may be connected in any way to the preparation, submission, review or negotiation of the engagement with the Town of Yarmouth.

The Town of Yarmouth's rights to any intellectual property submitted by the Proponent pursuant to this RFP shall be granted to the Town of Yarmouth upon the following terms and conditions:

1. For good and valuable consideration, receipt of which is acknowledged, each of the Proponents agrees to provide the Town of Yarmouth with a non-exclusive, perpetual, irrevocable, worldwide, fully paid and royalty free license (fully assignable without the consent of the Proponent and with the right to sub-license without the consent of the Proponent) to use any intellectual property, including the right to modify the intellectual property, and, where applicable, to use it, or any modified form of it, anywhere in the world. Under no circumstances shall any Proponent be liable to the Town of Yarmouth or to any other person or entity for any damages, losses, costs, expenses, claims or actions whatsoever arising directly or indirectly from the use of the intellectual property pursuant to this license.
2. Proponents shall not use or incorporate into their proposals any concepts, products or processes which are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless Proponents have or will procure through licensing without cost to the Town of Yarmouth, the right to use and employ such concepts, products and processes in and for the engagement. For clarity, Proponents shall not incorporate any of the intellectual property, trademarks or copyright materials of third parties into their proposals.
3. All requirements, designs, documents plans, and information supplied by the Town of Yarmouth to the Proponents in connection with this RFP are and shall remain the property of the Town of Yarmouth. Upon request of the Town of Yarmouth, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the Proponent) must be returned to the Town of Yarmouth.
4. The Proponents agree, by submitting a proposal response, that the Proponent indemnifies the Town of Yarmouth and its related parties including but not limited to its elected officials, officers, employees, and agents and agrees to hold them harmless against all claims, suits, proceedings, demands and actions arising out of or in any way connected with copyright, patent or other intellectual property infringement rights asserted by others against the

Town of Yarmouth, including for all damages, judgments, costs, fees and expenses (including legal fees on a solicitor and his own client basis) as a result of the Town of Yarmouth owning, using or benefiting from the use of the intellectual property that is contained in the proposal or from designing, building, operating and maintaining the facility.

9.7 No Lobbying

Proponents are strictly prohibited from engaging in any form of political or other lobbying whatsoever in relation to this RFP and any related engagements or with a view to influencing the outcome of this RFP process. Failure to comply with this provision may result in disqualification of the Proponent from this RFP process. All correspondence or contact by Proponents with the Town of Yarmouth must be directly and only with the client or as otherwise provided for in this RFP.

9.8 Confidentiality

The Town of Yarmouth acknowledges that each response may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. All Proposals will be kept confidential during the evaluation phase but the Proponents acknowledge that all proposals may be openly discussed at Town of Yarmouth meetings should the evaluation team recommend a Proponent's submission.

Proponents acknowledge that the Town of Yarmouth is, however, bound by Freedom of Information and Protection of Privacy Act (Nova Scotia) and The Municipal Government Act (Nova Scotia) and all documents submitted to the Town of Yarmouth will be subject to provisions of those pieces of legislation and their respective regulations. Proponents are advised that applicable laws may afford rights of production or inspection at the application of third parties and that the contract entered into by the successful Proponent will by law be available for inspection by members of the public.

9.9 News Release

Proponents must not make a public announcement or news release regarding this RFP or any subsequent award of contract without the prior written approval of the Town of Yarmouth.

10.0 GENERAL RIGHTS, AMENDMENTS OR CANCELLATION OF PROCESS

10.1 Amendment of Process and Addenda

The Town of Yarmouth may at any time before or after the submission deadline, by addendum issued to Proponents, amend any aspect of this RFP. Each such addendum shall be issued in writing and shall be expressly identified as an addendum to this RFP. No oral explanation or interpretation will modify any of the requirements or provisions of this RFP.

10.2 Withdrawal of Proposal

A proposal may be withdrawn by providing notice, in writing, at any time by a Proponent prior to the submission deadline.

10.3 General Rights of the Town of Yarmouth

The Town of Yarmouth, in its sole discretion:

- a. Accept any proposal in whole or in part without negotiations;
- b. Reject any or all of the proposals;
- c. Accept any proposal;
- d. If only one proposal is received, elect to accept or to reject it;
- e. Elect to discontinue this RFP process at any time before the end of the RFP process, including after the identification of a successful Proponent;
- f. Alter or suspend, in whole or in part this RFP, the RFP process or any other aspect of this RFP;
- g. Change the limits, scope and details of this RFP;
- h. Seek clarification from Proponents who respond to this RFP;
- i. Verify the validity of the information supplied in any proposal received;
- j. Waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in proposals received, after discussion with the Proponent;
- k. Negotiate with the Proponents(s) responding to this RFP, consistent with the objectives stated; and
- l. Accept any proposal that appears to be in the best interest of the Town of Yarmouth.

10.4 Cancellation of Process

The Town of Yarmouth is not bound to accept any proposal. Although it is the current intention of the Town of Yarmouth to select a successful Proponent and to enter into the agreement, the Town may in its sole discretion, at any time prior to the execution of the agreement, terminate this RFP process. The Town may, in that event, either cancel the project or proceed with the project on different terms.

10.5 Non-recourse

No course of action or inaction by the Town of Yarmouth that is permitted by this RFP shall create any obligation or liability to any Proponent or any other person or create a right of recourse against or entitlement to compensation from the Town of Yarmouth.

11.0 CLARIFICATION AND ADDITIONAL INFORMATION

The Town of Yarmouth may in its sole discretion request additional information or clarification from any Proponent after any submission has been received. Proponents are to submit the additional information or clarification to the client within the time limit as specified by the Town.