

## RFP ED-02-18 – Hanover Cultural Plan

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The Town of Hanover is inviting proposals from qualified professional firms to provide consulting services for the development of a Cultural Plan.

The complete proposal, including the attached form, must be submitted in sealed envelopes.

**Closing: Thursday, June 14, 2018 @ 2:00 pm Local Time**

To: Brian Tocheri, CAO/Clerk  
Town of the Town of Hanover  
341 10<sup>th</sup> Street  
Hanover, ON N4N 1P5

**Lowest or any proposal will not necessarily be accepted.**

All work shall be in accordance with the following scope of work/terms of reference, requirements, and general terms and conditions.

For additional information regarding this proposal opportunity, contact:

April Marshall  
Economic Development Manager  
519.364.2780 x1253  
[amarshall@hanover.ca](mailto:amarshall@hanover.ca)

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## **Request for Proposal ED-02-18**

### **Hanover Cultural Plan**

#### **INTRODUCTION**

The Corporation of the Town of Hanover (the Town) is a lower tier municipality in Grey County. Hanover is a primarily urban community with a population of 7,688 (2016 census), 3,539 households, 9.81 square kilometers in area and a population density of 783.7 people per square kilometer.

Hanover is the dominant urban commercial centre within the immediate area providing retail shopping, commercial, institutional, and health services to residents of Hanover and the surrounding communities. Within a 20-minute drive of Hanover, there is a population base of 26,900 people and 40,600 people within a 30-minute drive. Progressive planning and foresight by past and present municipal leaders has positioned Hanover to be and remain a dynamic and progressive community.

We have an attractive downtown with a strong retail sector, including a full range of retail services, as well as public services and amenities. Ideally located to provide a centre of commerce and services for residents and the surrounding area, Hanover boasts numerous amenities that all contribute to a fantastic quality of life.

The Town recognizes the importance of creating an environment that supports economic diversification and a broader range of attractive employment opportunities to retain existing residents and businesses, and attract investment and new families to the community. A high value is placed on the recreation, education, health and social services that contribute to our sense of community and quality of life. While the Town is not directly responsible for many of these Services, we are committed to working closely with our partners at the County and the Province to ensure they are available in Hanover. Our last strategic plan identified healthy lifestyles and services for older adults and youth as important objectives and we have made progress in these areas. Planning with the arts and cultural community was also identified in our last strategic plan, and the need to complete a Cultural Plan.

#### **PURPOSE**

A growing number of municipalities of all sizes and circumstances are undertaking cultural mapping and municipal cultural planning in order to leverage community cultural resources to advance economic and broader community development objectives and priorities.

Developing a comprehensive understanding of the unique cultural resources in our community and leveraging those resources, will help us realize our economic opportunities. This will be achieved through the cultural mapping process and creation of a Hanover Cultural Plan (the Plan). The Plan will identify programs and services that can be developed/improved in response to community needs and support the development of community partnerships. It will further increase the awareness of the cultural sector and inform community planning and development that will lead to enabling stronger networking among art, heritage and cultural organizations and businesses, as well as strengthen events as key cultural resources and activities. It will identify the need and opportunity related to connecting cultural development to agri-tourism and agri-business, local food strategies and culinary tourism, as well as develop the importance of regional connections and collaboration, among others.

## DESIRED OUTCOME

Once completed, the Plan will provide Hanover with a vision that will help identify Town and community priorities for strengthening the arts and culture sector. The Plan will articulate the importance of cultural planning within the overall municipal planning process, particularly by establishing synergies with key Town plans. The resulting Plan will be instrumental in helping Hanover respond to opportunities in the creative economy.

## SCOPE OF WORK

Proposals should, at a minimum, address the following:

1. **Project Start-up:** Instigate a meeting with the Plan lead to review the proposal and project timing, identify relevant Town planning documents and develop a list of key stakeholders. Meet with the Steering Committee project members to orient them and clarify their roles and responsibilities for the project. Outline a comprehensive communications plan to increase awareness of the Plan across the community and ensure strong community engagement that includes elements relating to key messages, media releases and website content.
2. **Current Context:** Gain and document an understanding of the current planning context in the Town by reviewing plans and documents. Identify plans, policies or programs already in place that support cultural development and identify opportunities that may exist for cultural resources to add value and help advance identified goals and priorities. Map tangible cultural resources or assets by defining the cultural resources framework, collect baseline data, integrate local databases and have the Steering Committee review the data.
3. **Community Engagement:** Prepare a comprehensive community engagement plan. Components of the plan could include at a minimum: hosting a Cultural Plan Launch Event to help increase awareness and secure input in shaping the vision and initial set of strategic directions and priorities for the Plan; and a strategy to collect input through focus groups and individual interviews and surveys regarding what the community sees as important cultural resources, both tangible and intangible, for inclusion in the Plan and Mapping
4. **Project Completion:** Develop a draft plan providing, at a minimum; an Executive Summary, Cultural Plan Definitions, Summary of all Research and Consultations, Cultural Plan Vision and Principles and Roles and Partnerships, Strategies and Actions (implementation), Mapping Assets and Monitoring and Evaluation Measures. Review draft plan with the Steering Committee and based on feedback, revise as needed. Present the final Plan to Council for their approval.

## METHODOLOGY

In review of available information and consultation with local stakeholders, develop a Cultural Plan for the Town of Hanover.

### Work Program

1. **Review of Relevant Background Information and Assessment of Hanover's Cultural Opportunities**
  - Review Town related policies, programs and systems including (but not limited to): Grey County Official Plan, Town of Hanover Official Plan, 2018 Town of Hanover Service Delivery Review,

Hanover 2015 Strategic Plan, 2018-2022 Economic Development Strategic Plan, 2018 Parks and Recreation Master Plan, Downtown Hanover Streetscape Plan, Façade Incentive Program.

- Review and refer to literature relevant to Creative Economies.
- Review and assess current cultural infrastructure.
- Review applicable federal and provincial policies and assess their relevance to Hanover.
- Consult with local cultural stakeholders through focus groups, individual interviews and surveys regarding the deliverables of the Plan.
- Deliverables: identify a Cultural vision statement that drives supporting goals and objectives for the Cultural Plan; provide a synopsis of the input and findings from the community and stakeholder input.

## **2. Develop a Detailed Cultural Plan**

- Identify policies for cultural planning and development in the community (i.e. public art, facilities, heritage conservation, and funding) focusing on operations, organizational structures, and capital investments for the community.
- Identify roles and responsibilities for the community, stakeholders and the Town in cultural planning.
- Include a reporting and monitoring program for plan initiatives.
- Prepare a short and long-term recommended strategy including responsibilities of community stakeholders.
- Define the cultural resource framework; list cultural resources.
- Include a timeline for the plan's implementation.

## **STEERING COMMITTEE**

The Economic Development Manager will be the contact for the project supported by the Steering Committee consisting of a representative of the Parks, Recreation and Culture department, as well as representatives from arts and culture stakeholder groups. Council will have direct involvement and input throughout the process and ultimately will make the final decisions on any recommendations stemming from the Plan.

Proponents should account for several meetings with the Steering Committee and others as proposed. Any responsibilities of the Town beyond what is described in this section should be identified in the proposals.

## **PROJECT BUDGET**

The maximum budget for this project is \$40,000, including all disbursements. HST is extra. The Proponent is to provide an all-inclusive fixed lump sum fee for professional services and associated costs to complete the work as outlined in the Scope of Work and this RFP. The Proponent shall provide an itemized cost breakdown required to achieve each milestone within the recommended approach, including consulting fees (hourly and per diem rates for each member of the team), travel, accommodations, miscellaneous expenses, and disbursements to achieve deliverables. The proposal will also include an itemized cost list for additional meetings, workshops, and presentations, if required.

Proponents are encouraged to propose a scoped approach or methodology that they feel is appropriate and effective to meet the objectives identified in this RFP.

## **PROPONENT'S RESPONSIBILITIES**

The Proponent shall demonstrate understanding of the request:

- Provide a statement of the respondent's understanding of the Town's request for services using the following questions as a guideline:
  - What are the elements of a good culture plan?
  - What is the best strategy for developing a good culture plan?
  - What is the difference between cultural policy and cultural plans?
  - What is the role a small community can play in funding and administering arts and culture activities?
  - What are the common models for the administration of a cultural plan within small municipalities; i.e.: staff assignments, units, departments, reporting structure, etc.?
  - What are the important arguments employed in making the case for the importance of culture?

## **ROLE AND RESPONSIBILITY OF THE TOWN**

In consultation with the successful Proponent, the Town will:

- Prepare and execute a project communications plan to keep staff and Council informed of the progress of the Project.
- Provide internal support for the delivery of the principles of the community engagement.

## **CONFIDENTIAL INFORMATION OF THE TOWN**

All information provided by or obtained from the Town in any form in connection with this RFP from its issuance to the time of award of Agreement:

1. Is the sole property of the Town and must be treated as confidential;
2. Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement;
3. Must not be disclosed without prior written authorization from the Town; and
4. Shall be returned by the Proponent to the Town immediately upon the request of the Town.

## **SUBMISSION REQUIREMENTS**

Proponents shall submit their proposal in a sealed envelope clearly identified "Hanover Cultural Plan." The envelope shall contain a completed Form of Proposal (Appendix A), one electronic copy (PDF Format) of the proposal and three (3) hard copies, with one (1) copy being an original document with original signatures.

The successful Proponent will be selected based on the weighted quality and fee factors of the proposal. The requirements for the Scope of Work, Methodology, Proponent's Responsibilities, and Project Budget are outlined.

Each proposal shall also provide:

1. An indication of why you are interested in the project and the Proponent's understanding of the nature of the Project.
2. A description of experience in projects of this nature and at least three (3) municipal references.
3. Identification of the principal Proponent and any staff or sub-consultants that will be involved along with a description of roles and responsibilities, qualifications, and relevant experience. Curriculum vitae should be attached.
4. An outline of the Proponent's approach and strategies, how the data will be collected and evaluated, and how the options will be developed and evaluated.

5. Identification of the stages of interim reporting, final reporting methods and products.
6. Proposed timelines, details of the onsite hours, non-onsite hours and key milestone dates.
7. A discussion of issues and opportunities related to this Project and suggested ways of dealing with these.
8. Identification of resources and support required from the Town and its staff.
9. Anticipated format, contents and timing of meetings and reports.

**DELIVERY AND CLOSING TIME FOR PROPOSALS**

Proposals shall be submitted in sealed envelopes with covering pages and delivered to:

Town of the Town of Hanover  
 341 10<sup>th</sup> Street  
 Hanover, ON N4N 1P5  
 Attn.: Brian Tocheri, CAO/Clerk

**Proposals must be received no later than 2:00 p.m. Thursday, June 14, 2018.**

The time clock in the front office of the Town’s Civic Centre is the official time for the deadline for submission. The Town is not responsible for submissions that arrive late or are not properly marked.

Proposals shall be officially opened after closing time by the Clerks Department.

A Proponent may request that their Proposal be withdrawn only prior to the Proposal closing time. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company officer and is delivered in hard copy or electronically to the CAO/Clerk. Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal prior to the closing time.

**Questions/Inquiries**

Inquiries regarding the RFP process or format of the response must be directed, in writing, to Brian Tocheri, CAO/Clerk, by e-mail to [btocheri@hanover.ca](mailto:btocheri@hanover.ca)

Inquiries related to the scope and deliverable in this RFP are to be directed, in writing, to April Marshall, Economic Development Manager, by e-mail at [amarshall@hanover.ca](mailto:amarshall@hanover.ca)

Inquiries must not be directed to other municipal employees or boards, or Council members. Information obtained from any other source is not official and should not be relied on.

**PROPOSAL EVALUATION PROCESS AND CRITERIA**

Proposals will be evaluated based on the following criteria. The project will be awarded to the Proponent who, in the sole judgment of the Town, provides the best overall value. An onsite interview may be requested for those proponents shortlisted.

Rated Criteria	Maximum Points (weight)
Understanding of project goals and principles of engagement	20
Methodology and process design and proposed execution of work plan and timelines	30
Specific municipal cultural planning experience and knowledge	20

Clarity and completeness of proposal	5
Adherence to project budget	25
<b>TOTAL</b>	/100

**Other Conditions**

Proponents should also be aware of the following conditions when submitting proposals:

- Pricing is only one of the factors being considered in determining the most suitable proposal.
- In submitting a proposal, the Proponent acknowledges the Town’s right to accept other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the Town’s decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the Town’s best interest to do so.
- All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.
- All proposals are to be submitted with the understanding that the selection of a proposal shall not thereby result in the formation of a contract. Nor shall it create any obligation on the Town to enter into further discussions.
- The Town reserves the right to reject any or all proposals. The Town also reserves the right to not proceed with the project without stating reason thereof.
- The Town reserves the right to conduct reference checks on the Proponents, the results of which may affect the award decision.
- The Town retains the option to evaluate proposals based on other criteria or considerations that may emerge as the RFP and proposal process proceeds.
- Submission of a Proposal indicates acceptance by the Proponent of all of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the formal contract between the Town and the Proponent.
- Proposals are subject to a formal agreement being negotiated, prepared and executed. This RFP shall form the basis of the form of agreement. The Town reserves the right to negotiate the terms and conditions of the agreement.
- All submissions shall become the property of the Town.

**PROPOSED PROJECT TIMETABLE**

DATE	ITEM
Week of May 14, 2018	Date of RFP Issue
June 8, 2018	Deadline for Questions
June 14, 2018 @ 2:00 pm	Proposal Submission deadline (closing)
June 18 to 29, 2018	Review Period
June 29, 2018	Onsite interviews, if necessary
Week of July 2, 2018	Proponent selected and notified
July 9, 2018 or as close as possible	Project commences
Early December 2018	Project completed, draft report delivered to Steering Committee
February 2019 or earlier	Final report presented to council

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.

## **GENERAL TERMS AND CONDITIONS**

### **Rights of the Town**

- a) The Corporation of the Town of Hanover is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Town shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Town of any bid or by reason of any delay in the award of the contract.
- b) The Town reserves the right to accept/reject any or all responses and/or reissue the RFP in its original or revised form.
- c) The Town reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) The Town reserves the right to substitute components where the Town considers that an alternative may be more suitable.
- e) The Town reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the contract.
- f) The Town reserves the right to cancel this RFP at any time, without penalty or cost to the Town. This RFP should not be considered a commitment by the Town to enter into any contract.
- g) The Town reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Town reserves the right to begin negotiations with the next selected Proponent.
- h) Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.
- i) In the event of any disagreement between the Town and the Proponent regarding the interpretation of the provisions of the RFP, the Town's CAO/Clerk, or an individual acting in that capacity, shall make the final determination as to interpretation.

### **General Notes to Proponent**

The Proponent is not to act on verbal instruction from the Town on work they consider to be extra to their contract scope. Extra work can only be authorized in a written format. The written form must also include that this work is an extra to the contract scope and the method by which extra costs will be tabulated.

This Proposal is made by the Proponent without any connection, knowledge, and comparison of figures or arrangement with any other person or persons submitting a Proposal for the same services, and is in all respects fair and without collusion or fraud.

### **Conflict of Interest**

Each Proponent shall include a statement indicating whether or not the firm or any individuals working on the Project has a possible conflict of interest (e.g., employed by the Town) and, if so, the nature of that conflict.

The Town reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proponent. The Town's determination regarding any questions of conflict of interest shall be final.

### **Character and Employment of Workers**

The successful Proponent shall employ only orderly, competent and skillful employees to ensure that the services are carried out in a respectful manner.

In the event that any person employed by the successful Proponent in connection with the service arising out of this Proposal gives, in the opinion of the Town just cause for complaint, the successful Proponent upon notification by the Town in writing shall not permit such person to continue in any future service arising out of this Proposal.

### **Termination of Contract**

Either party may terminate this agreement at any time upon giving notice in writing at least thirty (30) days prior to the date of termination without penalty or recourse. In the event of such termination, the Proponent shall be paid for services up to and including the date of termination.

### **Sub-Contractors**

The Proponent shall identify any sub-contractors who will be carrying out any part of this project in the "Detailed Work Plan". The Proponent shall identify the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Town has the right to reject any of the sub-contractors so named. In this event, the Proponent shall arrange to have the work done by such other sub-contractor as may be approved by the Town.

### **Insurance and Indemnification**

General Liability Insurance on an occurrence basis for an amount not less than Two Million, (\$2,000,000) dollars, and shall include the Town of the Town of Hanover as an additional insured with respect to the Proponent's operations relating to its obligations under this Agreement, such policy to include but not limited to bodily injury, personal injury, property damage including loss of use thereof, contractual liability, owners' and contractor's protective, products and completed operations, non-owned automobile, contingent employers liability and contain a cross liability and severability of interest clauses.

Professional liability insurance (Errors & Omissions) in an amount not less than One Million (\$1,000,000) per claim. 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 this Agreement. Upon completion of the work the policy shall remain in force for twelve (12) months.

Automobile Liability on all vehicles owned, operated or licensed in the name of the Proponent in the amount of not less than two million (\$2,000,000) dollars on an occurrence basis.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The Town reserves the right to request such higher limits of insurance or other types of policies appropriate to the work, as the Town may reasonably require.

The successful Proponent shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Town. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

The successful Proponent shall indemnify and hold the Town harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

### **Health and Safety and WSIB**

The successful Proponent is required to conform with the Occupational Health and Safety Act as it relates to the performance of the contract. In addition, the successful Proponent will be required to supply the Town with a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every ninety (90) days.

### **Town Not Employer**

The Proponent agrees that the Town is not to be understood as the employer to any successful 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 bid document. Also, in accordance with the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "constructor" as defined under this act.

### **Protection of Town**

The successful Proponent shall at all times well and truly save, defend, keep harmless and fully Indemnify the Town and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Town, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied or the supplying thereof, or work or services performed, or the performing thereof, pursuant to this Proposal or relating to inventions, copyrights, trademarks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

If the Town receives a claim that any product or part thereof (herein called the "product") manufactured or supplied by the Proponent infringes a Canadian patent, it shall notify the Proponent promptly in writing and give the Proponent information, assistance and exclusive authority to evaluate, defend and settle such claim. The Proponent shall then at the Proponent's own expense and option (1) settle such claim or (2) procure for the Town the right to use such product as is (3) replace or modify it to avoid infringement, or (4) defend against such claims.

### **Invoicing**

The normal payment terms offered are net 30 days. Payment terms shall only be modified at the sole discretion of the Town.

We are requesting firm pricing for the term of the contract. Price changes caused by Government Tax Legislation will be accepted, but these changes must be submitted in writing and accepted by the Town prior to being invoiced. No other price changes will be accepted. All prices quoted shall be in Canadian funds.

### **Standards and Legislation: Failure to Comply**

The successful Proponent may be required to provide written documentation that all material proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful Proponent must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by

the successful Proponent to comply with these laws, legislation, regulations and provisions shall be just cause for the Town at its discretion to stop performance of this contract, until such times as the successful Proponent complies with these laws, etc. Also the Town may at its discretion award the contract to any other proponent or may re-issue the Proposal.

The Town may assess against the successful Proponent any damages whatsoever as a result of failure to comply.

#### **Compliance with Laws, Notices, Permits and Fees**

The successful Proponent shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and by-laws, relevant to this Proposal.

The successful Proponent shall obtain the necessary permits, licenses and certificates and pay the fees required for the performance of the work which are in force at the date of the Proposal closing.

The successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the work.

#### **Errors and Omissions**

The Town shall not be held liable for any errors or omissions in any part of this RFP. While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this Proposal 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 RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

#### **Freedom of Information**

All information obtained relative to this RFP is the property of the Town. All written Proposals received by the Town become a public record. Once a Proposal is accepted by the Town, and a contract is signed, all information contained in them is available to the public, including personal information.

Submissions of Proposals as a result of this RFP are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

Release of information contained in the Proposal may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the Proponent. This would include scientific, technical, financial or labour relations information. All requests for information must be made in writing and submitted to Brian Tocheri, CAO/Clerk @ [btocheri@hanover.ca](mailto:btocheri@hanover.ca)

Proponents may mark any part of their submission as confidential except the Total Contract Price and their name. A watermark or rubber stamp imprint is suitable for this purpose. 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.

#### **Default by Proponent**

If the Proponent commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Proponent makes a general assignment for the benefit of its creditors; then, in any such case, the Town may, without notice, terminate the Contract.

Any termination of the Contract by the Town as aforesaid shall be without prejudice to any other rights or remedies the Town may have.

**All statements made under the General Terms and Conditions of this RFP shall be read as if the “Town” or “Corporation” includes “The Corporation of the Town of Hanover” as may be applicable. In all instances, this RFP and the resulting contract with the successful proponent shall be inclusive of the Town.**

## Appendix A: Form of Proposal

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RFP ED-02-18 for the Hanover Cultural Plan

### **Proponents must complete this form and include with the Proposal Submission.**

I/We the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or Town other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the Proposal.

I/We further declare that all statements, schedules and other information provided in this Proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/We declare that this Proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a Proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the Town of the Town of Hanover is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that if awarded the Contract, I/We will agree and adhere to the following:

- a) That submission of a proposal indicates acceptance by the Proponent of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the Town and the Proponent selected.
- b) That the Proponent acknowledges and agrees that the findings and finished materials provided under the terms of the Contract have been specially ordered or commissioned as work-made-for-hire for use by the Town and that the Town shall own the right, title and interest thereto.
- c) That the Proponent agrees that the Town has unlimited use of the materials and ideas generated by the Proponent through the course of the project.
- d) That the materials or information developed by the Proponent and/or its employees and/or agents will not be designed in such a way as to bind the Town to the Proponent either directly or indirectly for the supply of future materials or services.
- e) That, upon termination of the Contract, the Proponent will deliver to the Town, all copies of available working papers, files, and other documentation in its possession and which are applicable to this agreement, and return to the partner municipalities all files and other materials belonging together with all copies thereof, wherever located without demand or notice.
- f) That the proposal and all prices contained within are valid for ninety (90) days from the RFP closing date.

I/We further declare that the undersigned is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate all matters with the representatives, relative to this Proposal.

1.	Company Name	
2.	Proponent's Contact	
3.	Address (including Postal Code)	
4.	Office Phone #	
5.	Office Fax #	
6.	Email address	
7.	Website	
8.	HST Account #	

PROPOSAL SUBMITTED BY:

Proponent Signature	
Name and Position	
Date	