



Request for Proposal  
for the preparation of an

## **Economic Development Strategic Plan for the Township of Essa**



**REQUEST FOR PROPOSAL**  
**Economic Development Consulting Services**  
**Economic Development Strategic Plan**

**PD-26-001**

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# REQUEST FOR PROPOSAL

## Economic Development Consulting Services

### Economic Development Strategic Plan

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#### **INVITATION**

This Request for Proposal (the “RFP”) is an invitation by the Township of Essa (the “Township”) to prospective respondents to submit quotations for **Township of Essa - Economic Development Strategic Plan**, as further described in the Scope of Work.

Essa Township offers rural living with easy access to urban amenities. Known as the place “Where Town and Country Meet,” Essa is home to scenic rivers & vibrant communities, located just southwest of Barrie and approximately 100 km north of Toronto.

The Township includes Angus, Baxter, and Thornton, along with smaller hamlets such as Colwell, Egbert, Ivy, and Utopia. It also hosts CFB Borden, Canada's largest Canadian Forces training base. Essa is a lower-tier municipality within Simcoe County. Further details on the Township can be found at [Home - Essa Township](#).

The Township of Essa is seeking the services of a third-party consultant to support the development of a new 5-year Economic Development Strategic Plan. This would allow the municipality to consult with key stakeholders such as the local business community, entrepreneurs, community partners, students and residents of all ages to accurately update the Township’s economic vision, mission, and goals. This will assist Council and Staff with an actionable framework to guide the decision-making process.

#### **PROJECT INTENT**

The intent of this project is to prepare a comprehensive Economic Development Strategic Plan for the Township of Essa that will establish a clear framework to guide economic growth and development over the next five years.

The Economic Development Strategic Plan will identify opportunities to support the development of a resilient, year-round economy while fostering a favourable environment for attracting, retaining, and diversifying investment. The Plan will also identify strategies to increase local employment opportunities, attract and retain working-age residents, and support the development of a complete and sustainable community.

The Plan will build on the Township’s existing economic strengths, including its tourism sector, while identifying and advancing new and emerging economic opportunities. It will be developed in alignment with the Township’s broader planning framework and will provide clear, actionable direction to support informed decision-making and implementation.

#### **SCOPE OF WORK**

##### ***NEW ECONOMIC DEVELOPMENT STRATEGIC PLAN***

The Corporation of the Township of Essa is seeking to retain a qualified economic development consulting firm to prepare a comprehensive Economic Development Strategic Plan for all lands within the Township’s municipal boundary.



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The intent of this project is to establish a clear and actionable framework to guide economic growth and development in Essa over the next five years. The Plan will be grounded in a robust understanding of the Township's current economic conditions and opportunities, supported by detailed data collection and analysis, including demographic trends, business and employment profiles, tourism assets, land inventories, and key stakeholder input.

The Economic Development Strategic Plan will provide strategic direction to support the development of a resilient, year-round economy and foster a favourable environment for attracting, retaining, and diversifying investment. It will serve as a key reference document for municipal staff, Council, residents, business owners, and investors when making decisions related to economic development and growth within the Township.

The Township will rely on the successful proponent to deliver a comprehensive, innovative, and context-sensitive public engagement strategy that ensures meaningful and inclusive participation from residents, businesses, and key stakeholders throughout the process.

#### **OBJECTIVES & FOCUS**

The purpose of undertaking this Economic Development Strategic Plan is to achieve the following objectives:

- Develop a tailored implementation plan with necessary tools (i.e. an implementation toolkit), including clear, measurable short-term, medium-term, and long-term deliverables to guide the work of a future Economic Development Officer.
- Establish a cohesive and marketable brand for Essa that supports its positioning as a destination to live, work, invest, and visit and that can be leveraged across multiple promotional materials and platforms.
- Establish both a marketing strategy and marketing campaign for implementation by a future Economic Development Officer.
- Identify opportunities to expand and enhance tourism in Essa, including the evaluation and development of potential tourism assets.
- Identify opportunities for agricultural diversification and maximization of the economic potential of the agri-food sector.
- Explore and establish opportunities for strengthening local supply chains and fostering greater economic self-sufficiency as a municipality.
- Identify strategies to support industrial expansion and actively attract new industrial investment.
- Develop targeted approaches for commercial growth and business that align with local needs and opportunities. This objective should include actively attracting new commercial investment.



## Economic Development Consulting Services Economic Development Strategic Plan

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- Ensure alignment of the Economic Development Strategic Plan with the Township's Official Plan, forthcoming Secondary Plans, Zoning By-law and Community Planning Permit System (CPPS).
  - Evaluate and recommend potential tax incentives and other financial tools to encourage economic development.
  - Identify opportunities to enhance and maximize the use and economic impact of the Essa Agriplex.
  - Recommend ways in which the Planning Department can support and facilitate small home-based businesses, home industries, on-farm diversified uses and agricultural-related uses with an Economic Development lens.
  - Identify Economic Development opportunities within the planning framework to support mixed-use development that combines residential and commercial uses, promoting efficient land use, local businesses, and complete communities. This objective should tie directly to the significant increase in mixed-use designations identified in the Township's Draft New Official Plan.
  - Develop strategies to strengthen Main Streets through business attraction and public improvements, increasing foot traffic, encouraging investment, and reinforcing their role as key community destinations.
  - Identify funding sources and establish a funding strategy for any/all proposed initiatives through discussion with relevant stakeholders. This objective should prepare Staff, Council and a future Economic Development Officer for future discussions on implementation funding for the Economic Development Strategic Plan.

### **DATA COLLECTION & INVENTORY**

The proponent will be required to undertake a comprehensive data collection and inventory exercise to establish a strong, evidence-based foundation for the Economic Development Strategic Plan.

This work will include the collection, analysis, and documentation of existing conditions, as well as the identification of future opportunities, including but not limited to:

- **Demographic trends and profiles:** Analysis of population growth, age distribution, household composition, income levels, educational attainment, and migration patterns to understand current and future community needs.
- **Tourism assets:** Identification and evaluation of existing and potential tourism assets, including natural features, recreational amenities, cultural and heritage resources, events, and accommodations, as well as their capacity for growth and enhancement.
- **Business inventory:** Development of a comprehensive inventory of businesses



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## Economic Development Consulting Services

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operating within Essa, including sector breakdowns, business size, longevity, and clustering, to identify strengths, gaps, and opportunities for diversification.

- **Employment and labour market conditions:** Assessment of local employment trends, major employers, workforce characteristics, commuting patterns, and labour force participation to better understand economic drivers and workforce availability.
- **Land inventory:** Detailed review of available and constrained lands, including vacant lands, designated commercial and industrial lands, municipally owned properties, and other strategic land types, with consideration of servicing, accessibility, and development readiness.
- **Key economic stakeholders:** Identification and mapping of key stakeholders, including local businesses, industry groups, agricultural operators, tourism organizations, community groups, and relevant public sector partners, to support collaboration and informed engagement.

The data collection process should support informed decision-making and provide a clear understanding of the Township's current economic landscape, opportunities, and constraints. Further, the data collected will form the basis of the implementation of the Economic Development Strategic Plan by a future Economic Development Officer.

### ***PUBLIC ENGAGEMENT AND COMMUNICATION***

As part of the Public Communication Plan, the Consultant shall develop and apply a communication and engagement strategy and public consultation program as further detailed below. All public engagement communications shall be coordinated with the Municipality. The Consultant shall work with the Municipality to create a webpage and community engagement platform to be maintained by the Municipality with input from the Consultant.

Public Consultation is important to the successful completion of the new Economic Strategic Plan. Gaining public input through a public participation process that provides opportunities for learning, sharing, and feedback is an important component of this project. The successful Consultant will be the main point of public and agency contact throughout the project. The Consultant will prepare draft notices for review and approval by the Municipality at the following key stages:

- Public Consultation / Engagement Sessions;
- At least one Public Engagement Session for the purpose of collecting information from the community, including a brief presentation by the Consultant, Question & Answer Period, Information Boards, and Comment Sheets;
- At least one Public Information Centre (PIC) or Open House to provide findings and outcomes, including a brief presentation by the Consultant, Question & Answer Period, Information Boards, and Comment Sheets;
- All Engagement Sessions and PIC's/Open Houses will be scheduled for a minimum period of 2 hours. The Municipality will be responsible for the booking of



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the meeting facility, notification to the public, and the associated fees.

- Social media and online surveys; and
- Other options as prepared by the Consultant.

The Consultant shall lead all public consultations including preparing notices, preparing advertisements for the local news outlets, providing all presentation materials, community surveys, display boards and any other materials as may be required to facilitate the public consultation process. The Municipality will work with the Consultant to review/approve notices and related project materials. The Municipality will be responsible for publishing/posting notices on the Municipality's website, social media, and other public engagement platforms.

As part of ongoing communication during the project, the successful proponent shall include for bi-weekly progress updates via conference calls/video meetings, a minimum of four (4) meetings for the purpose of collaboration/coordination with required stakeholders. The Successful Proponent shall be responsible for chairing all meetings and for preparing agendas and minutes. Agendas shall be distributed no later than two business days in advance of the meeting. Minutes shall be distributed no later than one week following the meeting and shall clearly indicate all relevant action items.

The Successful Proponent shall be responsible for ensuring that all applicable review agencies and public are consulted in a manner consistent with an agreed upon community engagement strategy and that any comments received are addressed, including the preparation of any response letters that may be necessary. The Successful Proponent shall arrange all in-person or virtual stakeholder meetings with all appropriate agencies, ensuring that each agency provides appropriate staff with the authority to provide comments and make decisions as required.



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**BACKGROUND**

The Township of Essa includes both rural and urban areas. The Township's primary Settlement Area is Angus with two secondary settlement areas, Baxter and Thornton. The Township covers an area of 279.6 square kilometers and according to the 2016 Census has a population of approximately 21,083 persons.

Statistics Canada states that between 2011 and 2016 the Township's population increased by 2,578 persons or 13.9%.

Historically, the primary economic activity of the Township was agriculture. Although in recent years the local economy has diversified to include a thriving commercial, retail and service industry sector, agri-business and a rural-based economy remains important to the overall economic well-being of the Municipality. Base Borden is located in Essa and adds substantially to the economy. The approximate 10,000 residents and employees on the Base significantly support local businesses, particularly in Angus.

In 2026, the Township passed an Interim Control By-law to restrict large developments due to limited water and wastewater capacity in Angus. While Angus has become the commercial and retail hub for the Municipality, we continue to work with developers as necessary infrastructure upgrades are completed.



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**PROPOSALS**

The proposals submitted in response to this RFP shall consist of a comprehensive narrative demonstrating the proponent's overall ability to deliver the Economic Development Strategic Plan and the methodology they intend to follow in doing so. **Please note that the total budget for the project is no more than \$100,000.** Specifically, the narrative shall include the following six (6) sections:

**Section 1:** A complete description of the proposed service to be provided to the Township and the approach to the work to be done, including a timeline for completion.

**Section 2:** A detailed history of the proponent's relevant experience providing consulting services for related projects, especially in the province of Ontario.

**Section 3:** Identify the proposed Project Manager and provide a list of all individuals who would be performing services on behalf of the Township, including credentials and relevant experiences which would make that person qualified to perform such services.

**Section 4:** Identify any sub-consultants that will be used on the project, who the sub-consultant will report to, and provide a list of all individuals who would be performing services on behalf of the Township, including credentials and relevant experiences which would make that person qualified to perform such services.

**Section 5:** The proposed total fee for performing such services on behalf of the Township including taxes and disbursements. Fee schedule breakdown by individual, task and estimated durations shall accompany the estimate of fees. Proponent is required to provide **separate** cost estimates for each scope of work sections stated under project scope for budgetary purpose and public engagement costs separately. **The Township reserves the right to consider any task under the project scope section(s) as a provisional item (delete/add) for budgetary purposes.**

**Section 6:** Detail any additional value-added services your company offers that may relate to this RFP.



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***CORPORATE PROFILE***

This section should provide the following minimum information.

- Full legal name of the respondent, with contact information for the office(s) that will provide consulting services to the project(s).
- General overview of the Respondent corporate information.

***KEY STAFF QUALIFICATIONS AND EXPERIENCE***

Proponents are to clearly identify each member on the project team and describe the involvement they have on the team. Each team member will include a personal resume complete with their experience. Detailed resumes of each team member should be included in the appendices.

- Name and qualification of the Senior Managers that will be engaged on the project(s) with a brief description of related experience.
- Name and qualification of the key individuals that will provide Economic Development and related services for the project(s), including their experience on similar projects.
- The resumes of each of individual should include relevant information of education, experience, number of years with the company, position within the company, recently completed projects of a similar nature and the role and responsibility that the individual had on the identified projects.
- Key Staff must have a proven experience in Economic Development.

***PAST PERFORMANCE ON ECONOMIC STRATEGIC PLANS***

The Proponent will provide a comprehensive list of projects (minimum of three) for Economic Strategic Plans or related projects for the past five (5) years, starting with the most recent. Respondents should include the following information:

**Title, location and brief description of projects**

- Names of key staff involved in the projects
- Name of municipalities that the projects took place in
- Services provided by the respondents
- Start and completion dates of plan, brief scope of plan and any unique conditions
- Name and contact information of the project Owner's representative

The Township may contact the Owner's representative and may require additional references at their discretion to use this information in the evaluation process.



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**PRESENTATION TO SELECTION COMMITTEE (PROVISIONAL)**

Shortlisted Proponents may be required to make a presentation utilizing the proposed Project Team to the Selection Committee and respond to any questions regarding their proposal. Fifty (50) minutes will be allocated to each presentation with the time breakdown as follows:

Selection Committee Chairman’s Remarks	2 minutes
Proponent’s Presentation	25 minutes
Questions from the Committee	20 minutes
Proponent’s Summary	3 minutes

**EVALUATION**

Each proposal will be evaluated solely on its own content according to the following:

<b>Criteria</b>	<b>Weight (%)</b>
Corporate Qualifications and Experience	10
Key Staff Qualifications and Experience	15
Past Performance for Other Towns and Municipalities	45
Presentation to Selection Committee (if required)	5
Cost of Services / Fee Schedule	25
<b>TOTAL</b>	<b>100</b>

***\*\*\*If the criteria of “Presentation to selection committee” is not required by the Town; The 5% weight factor will be distributed equally on the remaining weight factors of the other four (4) criteria.***

**RFP TIMELINE**

The projected timeline for this RFP is listed below and is subject to change:

<b>Activity</b>	<b>Date</b>
Posting of RFP	June 5, 2026
Inquiries Deadline	June 15, 2026
Submission of Proposal	June 25, 2026
Proponents Selected for Presentations (if required)	June 26, 2026
Presentation with Selected Proponents(s) (if required)	July 2, 2026
Project Award (Subject to Council Approval)	July 6, 2026



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**PAYMENT**

The selected Proponent will be compensated for the performance of work on a monthly basis with billing for the previous month to be submitted at the start of the following month.

**GENERAL CONDITIONS AND INSTRUCTIONS**

1. Disclaimer:

This Request for Proposal (hereinafter, “RFP”) is not a contract offer.

2. Proposal Submittals:

- a. Proposals should summarize the plan of action for the scope of services requested, detailed in the RFP Response section of this notice.
- b. Proposals must be received by the Manager of Planning **no later than** 2:00 p.m., EST, Friday June 25, 2026 at the:

Township of Essa Administration Office  
5786 County Road 21, Utopia,  
Ontario, Canada L0M 1T0

- c. Proposals **may not** be provided by electronic mail or facsimile. Proposals **must** be hand delivered or mailed to the attention of:

Samuel Haniff, RPP, MCIP  
Manager of Planning  
Township of Essa  
5786 County Road 21 Utopia,  
Ontario, Canada, L0M 1T0

- d. Proponents must submit one (1) bound paper copy of the proposal for review. Those proponents that are shortlisted and asked to make a presentation to the Selection Committee may be requested to provide additional copies at that time.
- e. There will not be a public opening for this RFP; the successful proponent will be notified via email.

3. Questions about Proposal Requirements:

- a. Proponents with questions regarding this RFP may contact: Samuel Haniff, Manager of Planning at [plan@essatownship.on.ca](mailto:plan@essatownship.on.ca) with respect to the pr



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provided inquiries deadline. All issued Addendum(s) will be posted on the Township website

- b. The Township may/ may not issue Addendum for any/all inquiries received
- c. All questions regarding the RFP must be submitted by email. Except as authorized by the Manager of Planning (Manager), no Proponent may contact any other employee or elected or appointed official of the Township with respect to the RFP or the submission of a bid unless authorized.

4. Late Proposals:

Proposals received after the deadline for submission shall not be accepted.

5. Exceptions to RFP:

Any and all exceptions of the Proponent(s) to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the Proponent. The Township reserves the right to reject proposals which contain exceptions that the Township deems to be unacceptable.

6. Review of Proposals:

The Township reserves the right to waive informalities, non-material defects or clerical errors in any proposal. The Township also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Township. The Township reserves the right to negotiate with one or more Proponents as it sees fit. Proposals will be evaluated based on what is in the best interest of the Township. Cost will not be the sole factor in evaluating proposals. No contract rights shall accrue to a Proponent unless and until the Township and the Proponent execute a binding contract.

7. Proposal Costs:

All costs incurred in the preparation of the proposals will be borne entirely by the individual / firm submitter.

8. Ownership of Proposals:

All proposals submitted become property of the Township.

9. Freedom of Information & Protection of Privacy Act:

All proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information & Protection of Privacy Act.



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10. Period Commitment:

Proposals shall be final and binding and may not be withdrawn or amended for 60 days from the date and time when proposals are due.

11. Irrevocability of Proposals:

Proponent(s) may amend or withdraw their Proposals prior to this RFP's due date and time by submitting a clear and detailed written notice to the Township. Subject to the Period Commitment provision detailed herein, all Proposals become irrevocable after the date and the time they are due.

12. Assignment and Sub-Selected Proponents:

Assignment by successful Proponent(s) to third party of any contract based on this Request for Proposal or any monies due is prohibited and shall not be recognized by the Township unless approved by the Township in writing.

13. Collusion:

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person responsible for said misrepresentation or collusion. In the event that the Township enters separately into a contract with any Proponent who is responsible for a misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Township may cancel said contract without incurring liability, penalty or damages.

14. Workplace Safety and Insurance Board (WSIB)

If deemed necessary, the proponent may be required to supply a Certificate from the Workplace safety and Insurance Board prior to the start of the contract and there after upon request by the Township indicating that all of the assessments the proponent or any subcontractor is liable to pay under the Work's Safety Insurance Board Act or successor legislation have been paid and they are in good standing with the Board. The proponent is required to provide proof of coverage prior to the commencement of the work.

15. General Insurance Requirements:

The successful proponent shall maintain limits no less than:

- a. Commercial General Liability- \$2,000,000 combined single limit per occurrence for personal injury (including bodily injury and/or death) sustained by any person or persons and damage to property.
- b. The Prime Consultant shall be responsible for all costs within the deductible level under their policy coverage and any such amount shall not be more



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than \$5,000 with respect to each claim unless specifically agreed to by the client.

- c. Tenants Legal Liability will be based on the actual cash value of the portion of any client- owned building occupied by the Prime Consultant.
- d. Automobile Liability - \$2,000,000 combined single limit per accident for bodily injury and property damage.
- e. Professional Liability - \$1,000,000 limit for each claim and \$2,000,000 annual aggregate limit for claims or circumstances arising out of wrongful acts and professional services. The deductible shall not be more than \$25,000 per claim or incident.

16. Defense and Indemnification:

Any person contracting with the Township must, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Township and its agents and employees from and against all claims, damage, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected proponents shall pay any and all attorneys' fees incurred by the Township, its agents, or its employees, in enforcing any of the selected proponent's defense or indemnification obligations. In any and all claims against the Township, or any of its agents or employees, by any employee of a selected proponent, or anyone directly or indirectly employed by a selected proponent, or anyone for whose acts a selected proponent is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected proponent under Workers' Compensation Acts, disability benefits acts, or other employee benefits acts.

17. Independent Consultant:

The selected proponent to this RFP shall serve as an independent consultant (not as an employee) and therefore shall not be entitled to any employment benefits.

18. Conflict of Interest:

By submitting a proposal the Proponent certifies that no officer, agent or employee of Township who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Township that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proponent of the same call for proposals, and that the Proponent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm. Proponents must fully disclose, in writing to the Township on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP. The Township shall review any submissions by Proponents under this provision and may reject any Proposals where, in the opinion of the Township, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of



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interest position if the Proponent were to become a contracting party pursuant to this RFP.

**APPENDIX A**

***Consultant Performance Evaluation***



**CONSULTANT PERFORMANCE EVALUATION  
PERIOD COVERING 2026**

Consulting Firm: \_\_\_\_\_

Firm's Representative: \_\_\_\_\_

Sub-Consultant & Specialty: \_\_\_\_\_

Township of Essa Project Manager(s): \_\_\_\_\_

Type of Work / Project(s): \_\_\_\_\_

Category	Weighting Range	Weighting	Rating (1 to 5)	Weighted Rating	Rationale for Rating
<b>CORPORATE QUALIFICATIONS &amp; EXPERIENCE</b> Evaluation of the consultant's overall corporate background, years of experience, understanding of municipal economic development planning, and demonstrated success delivering similar strategic planning projects, particularly within Ontario municipalities.	10%				
<b>KEY STAFF QUALIFICATION &amp; EXPERIENCES</b> Assessment of the qualifications, expertise, and relevant experience of the proposed project manager and project team, including professional credentials, technical knowledge, and experience	15%				

<p>working on comparable municipal initiatives.</p>					
<p><b>PAST PERFORMANCE FOR OTHER MUNICIPALITIES</b>  Review of the consultant's past performance on similar municipal projects, including quality of work, ability to meet timelines and budgets, client satisfaction, references, and demonstrated outcomes achieved for other municipalities.</p>	<p>45%</p>				
<p><b>PRESENTATION TO SELECTION COMMITTEE (IF REQUIRED)</b>  Evaluation of the consultant's presentation, communication skills, understanding of the project objectives, responsiveness to questions, and overall ability to demonstrate their proposed approach and methodology.</p>	<p>5%</p>				
<p><b>COST OF SERVICES / FEE SCHEDULE</b>  Assessment of the overall proposed cost, clarity and completeness of the fee schedule, value for money, and the reasonableness of pricing in relation to the proposed scope of work and deliverables.</p>	<p>25%</p>				
<p><b>OVERALL RATING AND COMMENTS</b></p>					<p><b>COMMENTS:</b></p>

- Rating Key: 1 = Doesn't Meet Criteria, 2 = Partially Meets Criteria; 3 = Meets Criteria; 4 = Moderately Exceeds Criteria; 5 = Substantially Exceed Criteria
- Applicable rating for each category should be chosen from the range provided. The total ratings for all the categories should be equal to 100.

Evaluation by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX B**

***Consultant Agreement***



**CONSULTANT AGREEMENT**

THIS AGREEMENT dated the \_day of \_\_\_\_\_, 2026

**BETWEEN:**

**Township of Essa**  
(hereinafter called the "the Township")

**AND:**

\_\_\_\_\_  
(hereinafter called the "Consultant")

**SERVICES AGREEMENT**

**WHEREAS:**

This is an Agreement ("**Agreement**") effective as of \_\_\_\_\_("Effective Date") by and between \_\_\_\_\_ ("**Consultant**") and the Township of Essa ("**Township**").

The scope, services, rates and personnel to deliver services under this Agreement are defined in:

\_\_\_\_\_ ("**The Proposal**") which is herein attached.

**The Township and Consultant** further agree as follows:

## **ARTICLE 1 – GENERAL**

### 1.1 Township of Essa's Responsibilities

- (a) The **Township** shall make available to the **Consultant** all relevant information or data pertinent to the Project which is required by the **Consultant** to undertake services herein required. The **Consultant** shall be entitled to rely upon the accuracy and completeness of all information and data furnished through the **Township**, including information and data originating with the **Township's** consultants.

### 1.2 Consultant's Responsibilities

- (a) Services herein required, shall be set forth in **The Proposal**. In performance of these services, the **Consultant** shall provide qualified, and where required, licensed personnel. If required by the **Township**, **The Proposal** shall include designation of a list of proposed personnel. The **Consultant** shall promptly notify the **Township** of any changes in his/her initial organization if so designated.
- (b) It is intended that additional amendments that may supplement and be part of this Agreement be sequentially numbered setting forth the **Consultant's** Services, or any other conditions.

### 1.3 Performance upon Failure of Consultant

Upon failure of the **Consultant** (including any of its subcontractors) to perform any of its obligations under this Agreement with respect to the timeline and completion date specified in the RFP, the **Township** may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the **Consultant**, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the **Township** in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The **Township** may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the **Township** to the **Consultant**, provided that such action shall not be deemed a waiver of any action that the **Township** may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the **Consultant**.

## **ARTICLE 2 – PAYMENT TERMS**

### 2.1 General

Compensation for work involving The Proposal shall be in accordance with the **Township's** policy. Invoices will be payable within 30 days once the invoice has been reviewed and approved by the **Township's** project manager. Year end for the **Township** of Essa is January 31. Invoices must be received no later than the second week in January and must only include activity up to and including January 31 of the previous year.

### **ARTICLE 3 – INSURANCE AND INDEMNITY**

#### 3.1 General Insurance and Liability Insurance

(a) The **Consultant** shall maintain insurance in accordance with the Request for Proposal document originally advertised for the work required by the **Consultant**.

#### 3.2 Indemnity

(b) The **Consultant** shall indemnify and save harmless the **Township**, its agents, employees and elected officials, from and against any and all losses, claims, demands, payments, suits, judgments, charges, expenses, actions, causes of actions and costs (including costs on a solicitor and its own client basis) suffered by any or all of them in respect to any and all claims, demands, suits, judgments, charges, actions or causes of action lawfully brought or made by any person against the **Township**, its agents, employees and elected officials where such losses, claims, demands, payments, suits, judgments, expenses, charges, actions, causes of action or costs result from or occur by reason of any error, omission or willful or negligent act or breach of this Agreement arising out of the performance of the Services by the **Consultant** or its servants, agents, employees or subconsultants.

### **ARTICLE 4 – LEGISLATION, LICENCE AND PERMITS**

#### 4.1 Compliance with Legislation

In performing the Services hereunder (including any portion thereof performed by any subconsultants), the **Consultant** shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as the **Township** policies, procedures and regulations as are made known to the **Consultant** by the **Township**. Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In particular, the **Consultant** shall at all times observe and cause its personnel, agents and subconsultants to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the Labour Relations Code, Workers'

Compensation Act, the Freedom of Information and Protection of Privacy Act, Employment Standards Code and the Occupational Health and Safety Act, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the **Consultant** to Essa at such times as the **Township** may reasonably request. In the event the **Consultant**, its personnel, any agent or subconsultants or their respective personnel, fail to comply with any legislation or any regulations thereunder and the **Township** is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 1.3 of this Agreement shall apply.

#### 4.2 Permits and Licenses

The **Consultant** shall obtain and pay for all necessary permits or licenses required in connection with providing or perming the services, and including, without restricting the foregoing shall be:

(a) Certified to practice Economic Development in the Province of Ontario and be a Certified Economic Developer (Ec.D.) in good standing with the Economic Development Association of Canada (EDAC).

### ARTICLE 5 – WARRANTY AND LIMITATION OF LIABILITY

#### 5.1 Warranty of Consultant

The **Consultant** represents and warrants to the **Township**:

(a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of this Agreement.

(b) that it is not involved in and is not aware of any actual or potential lawsuit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify the **Township** and provide the Township with details of the nature of the lawsuit or circumstance; and

(c) that the entering into of this Agreement and the performance of the Services hereunder shall not cause the **Consultant** to be in breach of any obligation of confidentiality which the **Consultant** may owe to any third party or otherwise cause the **Consultant** to be in breach of any agreement or undertaking with any third party.

### ARTICLE 6 – TERMINATION

6.1 The **Township** may terminate this Agreement by giving notice in writing, which is delivered to the **Consultant**, if the **Consultant**:

(d) fails to complete the Services or any portion thereof within the time limited by the Agreement for such completion,

(e) becomes insolvent or commits an act of bankruptcy,

(f) assigns its interest in this Agreement without the written consent of the **Township**, or

(g) fails to observe or perform any of the provisions of this Agreement, where such failure is not corrected within five (5) days of the **Consultant** receiving written notice of such failure from the **Township**.

- 6.2 Notwithstanding the foregoing, the **Township** may terminate this Agreement at its sole and unfettered discretion for its convenience upon seven (7) days' written notice delivered to the **Consultant**.
- 6.3 The **Consultant**, upon termination of this Agreement for any of the reasons set out in Clause 7.1, shall be liable for, and upon demand shall pay to the **Township** an amount equal to, all loss or damage suffered, both directly and indirectly by the **Township** as a result of the non-completion of the Services. If the **Consultant** fails to pay the **Township** for any such loss or damage on demand, the **Township** shall be entitled to deduct the same from any payments due and payable to the **Consultant**, without prejudice to the **Township's** right to exercise any other remedies available at common law or at equity or under any statute.
- 6.4 The **Consultant** agrees that termination of this Agreement does not operate to relieve or discharge the **Consultant** from any obligation under the Agreement or imposed upon him by law in respect to the Services or any portion of the Services.
- 6.5 Subject to section 7.3 the **Township** shall, in the event of any termination of this Agreement, pay to the **Consultant** all amounts for completed work due to the **Consultant** in accordance with this Agreement as well as all reasonable fees incurred in accordance with the Agreement up to the date of termination. The **Township** shall have no further liability of any nature whatsoever to the **Consultant** for any loss of profit or for loss of business opportunity or for any other losses suffered whatsoever, either directly or indirectly, by the **Consultant** as a result of the termination of this Agreement.

## **ARTICLE 7 – SCOPE OF AGREEMENT**

- 7.1 The **Township** has reviewed the scope of services required under the Agreement. The **Township** acknowledges that they have provided all knowledgeable information regarding the contemplated project to the **Consultant** prior to entering into the Agreement.
- 7.2 Additional information or Project changes may arise after entering into this

Agreement that may alter Project scope. The **Township** acknowledges that such scope changes may be outside the services contemplated by the Agreement.

- 7.3 Scope changes outside the services contemplated by this Agreement must be accepted in writing by the **Consultant** and the **Township**. Such scope changes may be subject to additional charges by the **Consultant** at the rates detailed in The Proposal. The **Township** will not be responsible for any costs associated with scope changes undertaken without written authorization of the Township.

## **ARTICLE 8 – DISPUTE RESOLUTION**

- 8.1 The **Consultant** and the **Township** agree to negotiate all disputes for a minimum period of thirty days from the date the **Consultant** or the **Township** provides notice of a dispute. If the dispute is not resolved by negotiation, the parties agree to mediate the disputes in good faith prior to filing any lawsuit.
- 8.2 In the event of legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its legal fees on a solicitor and his own client costs basis.

## **ARTICLE 9 – REQUIRED PROVISIONS**

- 9.1 The **Consultant** shall, in the performance of this Agreement, comply with all federal, provincial and local laws; all regulations and orders issued under any applicable law; and all applicable codes.

## **ARTICLE 10 – ENTIRE AGREEMENT**

- 10.1 This Agreement including attachments incorporated herein by reference represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the parties. To the extent of any conflict between this Agreement and the Proposal or other schedules to the Agreement, the body of this Agreement shall govern.

## **ARTICLE 11 – OWNERSHIP**

- 11.1 Records of Consultant

The **Consultant** shall make and maintain during the Term of this Agreement, adequate and current written records of all documentation related to formal correspondence, stakeholder engagement and related

data collection, digital mapping, reporting and any other formal and relevant material, which records shall be made available to and will remain the property of the **Township**, both during and after the Term of this Agreement.

11.2 Warranty of Original Work

The **Consultant** warrants that all documents, as per Article 4.1, will be original development by the **Consultant**, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

\_\_\_\_\_  
**Consultant**

**Township of Essa**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

*Company Seal*

*Township of Essa Seal*