



MUNICIPALITY OF CENTRE HASTINGS
REQUEST FOR PROPOSAL (CD01-2022)

PARKS, RECREATION & CULTURE MASTER PLAN

Typhany Choinard, CMO
Chief Administrative Officer
Municipality of Centre Hastings
7 Furnace St.
Madoc ON
K0K 2K0

PARKS, RECREATION & CULTURE MASTER PLAN REQUEST FOR PROPOSAL #CD01-2022

SECTIONS

- I Project Information
 - Executive Summary
 - Terms of Reference/Scope of Work
- II Instructions for Proponents
- III Standard Contract Terms and Conditions
- IV Evaluation & Award Process
- V Submission Requirements
- VI Proponent Response – Technical
- VII Proponent Response – Form of Offer (Financial)

SECTION I – PROJECT INFORMATION

EXECUTIVE SUMMARY

Project Overview

The Municipality of Centre Hastings (the “Municipality”) is seeking proposal submissions from competent and qualified consultants to undertake a Parks, Recreation and Culture Master Plan. The purpose of this work is to determine what, where, when and how Parks, Recreation and Culture is to be planned, delivered and sustained in the Municipality. The intention is to identify opportunities to enhance the viability of programming through optimizing recreational programs, assessing recreational needs based on community growth, population and trends and to provide recommendations for streamlining and/or digitizing recreation facilities and program bookings and management. The plan will also review existing assets and make efficiency and improvement recommendations.

Timeline

Proposal Closing Date and Time: September 16th 2022 at noon PM

Local Anticipated Contract Award Date: September 21st 2022

Eligibility Requirements

To be successful, the firm must demonstrate expertise in the following areas:

- community participation with statistical expertise in design, collection and analysis of data
- recreation and culture service trends and planning
- strategic planning
- parks, trails and open space planning
- recreation and culture facilities and program planning and community development

Refer to Terms of Reference/Scope of Work (Section I) and evaluation criteria (Section VI) for full details.

Submissions

Qualified Proponents are invited to submit proposals that address all the project requirements and objectives outlined in the Terms of Reference/Scope of Work, as well as providing information to allow the evaluation of criteria listed in Section VI.

Public Opening

This proposal will be opened by the CAO/Clerk or delegate at noon on September 16th 2022 at the Municipality of Centre Hastings Municipal Building, 7 Furnace Street, Madoc.

Pursuant to Purchasing Policy, the proposal contents will not be disclosed, and will be held in confidence. Receipt of submission will be acknowledged.

Communication

All questions, requests for information, instructions or clarifications must be set out in writing and directed to:

Typhany Choinard, CMO
Chief Administrative Officer

Municipality of Centre Hastings
7 Furnace Street, Madoc, ON K0K 2K0

Email: tchoinard@centrehastings.com

TERMS OF REFERENCE/SCOPE OF WORK

Background

Nestled in the heart of Hastings County lies the unique community of Centre Hastings with a population of 4,801 residents spread out over 222 sq. km. In 1998 the Urban (Madoc Village) and the Rural (Huntingdon Municipality) amalgamated to form the Municipality of Centre Hastings.

Boasting a rural, urban and recreation setting the municipality offers many features for residents and visitors. Among the inviting amenities is the Centre Hastings Park, that is home to the widely known Skate Park. In addition, there are many other recreational features throughout the Municipality from South to

North. Many family farms still exist in the rural setting of the Municipality along with modernized farming. The various farming elements consist of dairy, beef, sheep, pigs along with hobby farms. Centre Hastings is the home of Moira Lake that is a popular spot to local and foreign visitors for Muskie, Bass and Pickerel fishing. The park and boat launch are undergoing major upgrades by the local Kiwanis club, High School, and volunteers.

In a small urban setting, the village offers a variety of shops and services. One of the major services provided is the Tri Area Medical Centre.

Objective

As the Municipality grows, the Municipality needs to plan for the effective delivery of parks, recreation and cultural services that are expected and anticipated by the residents. The Parks and Recreation Master Plan is to meet the following objectives based upon current, short term, and long-term time frames. Specifically, the following objectives are to be delivered upon:

1. Review of current inventory of services and programs and make recommendations on where, when, and how future services, and amenities should be provided.
2. Review of current inventory of recreation assets and facilities and make recommendations on improvements, efficiencies, annual inspections and electronic booking systems.
3. Identify and evaluate the current community attitudes towards current services and facilities as well as available current and future recreational opportunities. The plan shall consider stakeholder recommendations as well as comments received from the public.
4. Analyze existing level of service and impact of any service changes for the staff, department and supporting committees of council.
5. Suggest new policies, standardized classification system and/or design standards for park land, trails, open space, and facility development. The Plan will include recommendations and policy on managing multi-use green spaces.
6. Assess the future needs of the private sector, community and neighborhoods, various community groups, schools, and organizations as well as their ability to continue to support existing and new facilities, programs, and leisure opportunities, by examining demographics, trends, strengths, weaknesses, and gaps.
7. Provide recommendations for streamlining and/or digitizing recreation facilities and program bookings.

Project Phases

The Master Plan should include the following phases:

Phase One – Background Research

The consultant will undertake an inventory of existing parks and programs; a review and understanding of the emerging issues, trends, population growth and other external forces and opportunities impacting parks and recreation service delivery. An analysis on historical usage and trends of Municipality facilities should also be reviewed. This will provide a focus for assessment of the current state of recreation, parks, open space, trails, culture, facilities, programs, services, and resources in the Municipality.

An extensive survey of staff, Council, residents, community groups, sports associations and other stakeholders will be carried out to learn about the valued aspects of the existing delivery system, what they would like to see in the future, and how they may participate in creating that future. Additionally, utilizing partnerships should be included to explore possible links to the Municipality's economic development.

Following a public Open House and other potential consultation methods, Phase one would conclude with a document where existing conditions are described and quantified, public perceptions and values are documented, a preliminary assessment of future requirements is conducted, and new directions are outlined.

Phase Two – Strategic Direction

Based on the information gathered during Phase One, the consultant will work with staff to develop a broad, conceptual level "Strategic Direction" that will serve as framework for how the Municipality will provide Park and Recreation services into the future.

The Strategic Direction will focus on:

- i. Recreational programming efficiencies and strategies
- ii. Recreation facilities and asset SWOT and strategies
- iii. Financing, management and modernization strategies

This area will examine and review the effectiveness and community satisfaction of a "Cost Recovery" approach to providing recreation and parks services and consider whether the Municipality should provide recreation and parks services and rentals as a business or as a management or service-type function, with comparisons to similar municipalities. Additionally, it is recommended that further investigation into studies on providing varying levels of recreation as a service without cost recovery or examples of alternative financial models, with varying success, should also be examined with examples provided.

The consultant shall complete a review of the existing fees and charges regarding programs and rentals, including a comparison with other comparable municipalities. This review should take into consideration issues of accessibility and affordability. Expectations and format of the final report will be discussed and a consensus will be reached on the preferred format.

Action Plan, Implementation and Monitoring

Once the Strategic Direction is developed, it will provide a foundation for the developing of specific action plans, recommendations, and priorities to respond to key issues and shortfalls identified. It is expected that costs will be estimated with each Action recommended, to include both capital and operating costs. If new facilities or programming are recommended, supporting data is required to identify community acceptance of the resulting step increase in taxation or fees/charges required to support capital and operating costs.

The Plan will ensure that the Municipality's Parks and Recreation will remain current and relevant as priorities and conditions change. Implementation and monitoring of the Plan will be based on short, medium, and long term, periods and evaluate components according to levels of priority. Upon completion of Phase 3, a draft of the Plan will be provided.

Public Consultation

It is expected that consultation with the public and stakeholders will be undertaken at the early stages of the process to elicit opinion and input from those most affected. The Municipality values the opinions,

ideas, and feedback from the public and stakeholders and will look for new and innovative ideas from the Proponent on how that information is collected. The data collection tools and opportunities need to engage and meet the demographics of the municipality, there will be an emphasis on innovative techniques that combine traditional and modern tools to gather both qualitative and quantitative data from all generations of residents. The plan shall have consideration for stakeholder recommendations as well as comments received from the public. The Proponent will illustrate the various means by which public opinion will be obtained to ensure there is adequate representation from all areas of the municipality.

Project Schedule

All work must be completed by January 31st 2023.

Facilities

The following facilities are located in the Municipality. The Successful Consultant will be provided with access to all parks and recreation facilities as required.

The Municipality has the following facilities:

- Trail of Two Lakes and Deer Creek Trail
- Centre Hastings Park, Huntingdon Park, Thomson Park, Whytock , Bronson Parkette, Trinity Parkette
- Madoc off-leash dog park
- Moira lake boat launch
- Education Board Walk Trail (Moira Lake)
- Madoc outdoor pool
- Centre Hastings Skate Park
- Centre Hastings Splash Pad
- Ivanhoe Ball Dimond
- Thompson Park Tennis Court
- Madoc and District Recreation Centre (Arena)
- Huntington Veterans Community Hall, Arts Centre Hastings, Whytock Park/Lawn Bowling Hall, and Moira Hall

GENERAL SCOPE OF WORK

The following is a general description of the project objectives and outcomes expected through the process. Respondents are welcome to provide suggested modifications to project objectives to provide a more enhanced, integrated and efficient outcome.

Community Development principles are to be considered which have determined the status of where parks, recreation and culture are performing today and into the future.

Public engagement is paramount during this process. Facilitation in the delivery of these services remains our priority along with the recognition that this results in a variety of services from direct programming, indirect programming and community driven programming.

1. Through active survey techniques engaging residents, services clubs, diversified cultural practitioners, active and passive sport associations, various program participants, staff and Council the following key areas are to be considered (but not limited to).

- (1) Assessment of the current state of recreation, parks, sports fields, open space, trails, culture, facilities, programs, services, and resources in the Municipality.

Outcome: A detailed report and Gant chart aligning priorities with planned implementation based upon predicted resourcing within the short-, medium- and long-term planning windows.

- (2) An extensive survey of staff, Council, residents, community groups, sports associations and other stakeholders will be carried out to learn about the valued aspects of the current delivery system, what they would like to see in the future and how they might participate in creating that future.

Outcome: Based upon the research/inventory phase, the consulting team is to identify any initial and predicted/anticipated strategic trends or issues currently lacking within the Municipality.

- (3) How the Municipality will provide community parks, recreation, and culture services into the future and how this will be financed?

Assessment of current funding, suggestions on alternative funding and assessment of the community's willingness to actively participate in future funding. This is to include a review of the existing fee structures and is to consider accessibility and affordability for the Municipality's citizens.

Outcome: Must identify the levels of service impacts, what exists, what should exist according to current standards and growth, and the impact of change in the level of service.

2. Market research should take place with surrounding municipalities and the comparison must be provided in the summary of information. Final reports should recommend optimization opportunities.

STAKEHOLDER AND PUBLIC ENGAGEMENT AND COMMUNICATION

The Municipality values the importance of public consultation. The process is to include opportunities for public consultation with staff, council, community groups and major stakeholders in the form of social media, public meetings, workshops, focus groups, interviews, and surveys. Proponents are invited to suggest other options. The process must also incorporate regular meetings with senior staff and the Community Services Advisory Committee as well as final presentations to Council and the community.

The proposal must identify all the areas which are required to be researched/inventoried. Indicate how this is to be coordinated between the consulting team and Municipality staff and how this information will be quantified and presented.

The successful Proponent will assist with the preparation of public notices at:

- Study commencement;
- Public Consultation/Engagement Sessions; and
- Completion of the draft report.

Municipality Web Site

Website presence within the Municipality's website will be made available to the Proponent. The Proponent will provide input to the web site as required.

Consulting team to work directly with Municipality's Community Development Officer to develop a communication strategy to be rolled out as part of the project.

DELIVERABLES

The Municipality will require the following deliverables:

- Presentation materials for all meetings and public/stakeholder, consultation processes.
- Preparation of newspaper ads, media releases and other required public notices, and submitting same to the Municipality for approval.
- Presentation and report on public/stakeholder consultation results.
- Presentation and report to Council of final plan, including Executive Summary.
- Summary of market research of comparison with surrounding municipalities.
- Report of detailed funding models appropriate for the delivery of new services and new amenities/facilities required to meet public expectations and ability to pay.
- All electronic copies of presentation materials and reports to be provided in an accessible format for posting on the Municipality's website.

SCHEDULE

The project will commence in the September 2022 and is targeted to end January 31st 2023. The successful consultant should plan on scheduling their work within the following schedule.

Action	Date
Closing Date for proposals	September 16 th 2022
Evaluation by Selection Committee	Week of September 19 th 2022
Award	September 21 st 2022
Consultant & Staff kick-off meeting	End of Sept/Beginning of Oct
Submission of draft PRCMP	December 2022
Submission of final PRCMP	January 31 st 2023

Timely completion of the project is a priority for the Municipality.

Submissions must include a detailed work schedule identifying a comprehensive approach to meet the proposed timeframe. The schedule shall reflect the tasks in the approved Work Plan and will be updated on a monthly basis to reflect project progress and shall be submitted to the Municipality's CAO with the Consultant's monthly invoice and budget status report.

Although every attempt will be made to adhere to the dates noted above, the Municipality reserves the right to modify any or all dates.

PROJECT GOVERNANCE AND ADMINISTRATION

Typhany Choinard, Chief Administrative Officer, or delegate will be the Municipality's Project Manager and will be responsible for day-to-day contact and regular liaison with the successful Proponent and external stakeholders on behalf of the Municipality. As previously noted, the successful Proponent shall prepare monthly status reports including expenditures to date broken down by task and budget remaining to be included with monthly invoices.

Project Team

The Project Team will consist of Municipality and Consultant staff involved directly or indirectly in the study.

MEETINGS

At a minimum, the proposal is to include:

1. Kick-off meeting (in person/virtual)
2. Regular progress meetings (approximately 1 per month)
3. One meeting with Senior Staff
4. Public presentation of Draft PRCMP
5. Final presentations to the Council

Proponents are invited to suggest enhanced meeting schedules which are included as part of their proposal.

AVAILABLE RESOURCES

- 2022 Fee By-Law
- 2020 Service Delivery Review
- 2020 Strategic Plan
- Budget information

BUDGET

The Municipality has an assigned budget not to exceed \$40,000 (excluding HST) for this project. Any submission exceeding this amount will be disqualified and not reviewed by the Selection Committee.

CONSULTANT/PROPONENT TEAM CHARACTERISTICS

A description of the Proponent's administrative and organizational team assembled for this project shall be included in the Proposal. The Work Plan should clearly address the individuals responsible for conducting the various components of the project. Indicate who the project manager and supporting team members will be along with c/v's outlining each project team member's expertise, experience, and qualifications. A substitute Proponent Project Manager shall also be identified.

Where a joint venture or sub-contractor relationship is being proposed to complete the work, identify and provide a brief description (years in business, services provided, number of employees, etc.) of each of the member firms, their role in this undertaking and the office from which their work will be conducted. A summary table format is acceptable. Include:

1. an organizational chart illustrating the reporting structure of the various firms,
2. in an appendix, letters of commitment from each of the member firms on their company letterhead and signed by an officer of the company reaffirming their role in the project.

Substitutions or deletions or alternating the role of the firms who make up the Proponent's team shall not be permitted without written authorization from the Municipality. Do not submit corporate brochures.

For each firm involved in the Proponent's team, describe project experience relevant to this project scope that resides within the company.

Include examples of recent projects and provide the Municipality with contact information. The Proponent must be able to demonstrate that their project team has an in-depth knowledge of developing master plans for the delivery of park, recreation and culture services with anticipated growth, and the unique attributes of the Proponent that make it the best choice to under the work.

SECTION II – INSTRUCTIONS FOR PROPONENTS

Proposals will be received by email, mail, or in person by the chief administrative officer at the Municipal office, on or before noon **September 16th 2022**

The Municipality is not responsible for proposals that arrive late, are not properly marked, or which are delivered. Proposals not received and time-stamped by the aforementioned deadline in the aforementioned office will be rejected and returned un-opened.

GENERAL

All responses and the Proposal Financial Offer/Contract Document are to be submitted with all details completed as required.

Proposal responses must be legible and written in ink or typewritten.

The eventual award of the proposal call will be reported to the Council of the Municipality on or about the date identified in the Executive Summary.

Should the Municipality receive only one (1) qualified and duly executed response to this proposal call the right is reserved to cancel this proposal call and return the received response to the respondent.

The Municipality reserves the right not to accept a Proposal response from any person, corporation, or entity who, or which, has a claim or instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is listed as either the proposed vendor, general contractor, or sub-contractor within the submitted Proposal.

PRICING

Prices submitted are to be in Canadian Funds, quoted separately for each item, if stipulated.

Prices are to remain firm for the duration of the contract.

Prices quoted shall include all applicable customs, duty, excise tax, insurance and all other charges of every kind attributable to the work.

Proposal price must include all incidental costs and the Proponent shall be deemed to be satisfied as to the full requirements of the Request for Proposal. No claims for extra work or equipment or services

will be entertained. Should the Proponent require more information or clarification on any point, it must be obtained prior to the question deadline date.

INQUIRIES

Examine all proposal documents prior to proposal submission. No respondents may claim any advantage from any error, inconsistency or omission in this document. Any respondent who has questions as to the meaning of any part of this request for proposal or who believes the proposal contains any error, inconsistency or omission must make an inquiry by the by email to tchoinard@centrehastings.com

ADDENDA

Should clarifications or adjustments to this proposal become necessary the Municipality will issue appropriate addendum. Such addenda shall form part of the proposal documents.

COSTS INCURRED BY PROPONENT

All costs and expenses incurred by the Proponent relating to the Proposal submission and any negotiations with the Municipality will be borne by the Proponent. The Municipality is not liable to pay such costs or expense or reimburse or compensate Proponents under any circumstances, including the rejection of any or all other Proposals. The Municipality will not accept responsibility for any delays or costs associated with any reviews or the review process. No Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request For Proposal and by submitting a Proposal, the Proponent shall be deemed to have agreed that it has no claim. The Proponent hereby releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request For Proposal.

WAIVER

The Municipality does not accept responsibility for any information or any errors or omissions which may be contained in this Request For Proposal or the data, materials or documents disclosed or as provided to Proponents pursuant to this Request For Proposal. The Municipality makes no representation or warranty, either expressed or implied, in fact or in law with respect to the accuracy or completeness of the Request For Proposal or such data, materials or documents and the Municipality shall not be responsible for any actions, costs, loses or liability whatsoever arising from any Proponent's reliance or use of this Request For Proposal or any other technical or historical data, materials or documents provided by the Municipality. The Proponent is responsible for obtaining its own independent financial, legal, accounting and technical advice with respect to any information included in the Request For Proposal or in any data, materials or documents provided or required by the Municipality.

CONFLICT OF INTEREST, COLLUSION AND LOBBYING

The Municipality may reject any Proposal where a Proponent is in contravention of the Municipality 's Purchasing By-law.

In participating in this Request for Proposal, the Proponent represents and warrants that no member,

officer or employee of the Municipality or any of its agencies or Council has or will have an interest, directly or indirectly, in the performance of a contract or in any portion of the profits thereof, or in any monies to be derived therefrom.

The Proponent shall provide the Unfair Advantage and Conflict of Interest Declaration that clearly identifies the Proponent has no conflict of interest with respect to other work and/or other clients.

Proponents or their representatives must not make any or engage in any form of lobbying or carry out any activities to publicly promote or advertise their Proposal or interest in this Request for Proposal.

In participating in this Request For Proposal, the Proponent will not discuss or communicate, directly or indirectly, with any other Proponent or any servant, agent or representative thereof, respecting the preparation or presentation of their Proposal. Each Proponent's submission shall be submitted without any connection or knowledge, comparison of figures or arrangements with any other Proponent or servant, agent or representative thereof and each Proponent will be responsible to ensure that its participation in this Request for Proposal process is conducted fairly and without collusion or fraud.

If the Municipality concludes that a Proponent or a subcontractor (if permitted) has a conflict of interest, the Municipality may suspend or terminate the contract.

WITHDRAWAL/ALTERNATE PROPOSAL/ADJUSTMENTS

Proposal withdrawal requests received after the proposal closing time will not be accepted.

Alternate proposal submissions not following the directions and deliverable requirements detailed in Proposal Section II will not be accepted.

Adjustments to submitted proposals by telephone, telegram or fax shall not be considered. A respondent wishing to adjust a submitted proposal must supersede it by a later proposal or letter received on or before the closing date and time and enclosed in another sealed proposal envelope.

SECTION III - STANDARD CONTRACT TERMS AND CONDITIONS

These Standard Terms and Conditions govern this purchase and Proponents agree to be bound by the terms and conditions set forth, except as may be amended by the Municipality in writing.

Article 1 - Interpretation and General Provisions

1.1 Definitions

Bid or Proposal – An offer submitted in response to a Municipality Request for Proposal, Quotation, Tender, to supply goods and/or services.

Contract or Contract Documents - The Contract resulting from the acceptance by the Municipality of a Proposal by a Vendor for the supply of goods and/or services which Contract is evinced by and comprised of a Municipality Purchase Order or Contract Form, the Proposal, the Request For Proposal Documents, any addenda issued by the Municipality, all specifications, special provisions, requirements, drawings and/or plans issued to the Vendor by the Municipality, these Standard Terms and Conditions and, if required by the Municipality a formally executed agreement satisfactory to the Municipality.

Specifications or Scope of Work - All written or printed descriptions, instructions or parameters in the Request

For Proposal and in the Contract pertaining to the method and manner of performing the scope and requirements of the work, including those pertaining to the quantities and qualities of work.

Subcontractor - A person or business which has an agreement with a Proponent to provide some portion of the work or services in which the Proponent has agreed to perform for the Municipality.

Municipality - The Corporation of the Municipality of Centre Hastings

Work – All labour, materials, products, articles, fixtures, services, supplies and acts required to be done, furnished or performed by the Vendor.

Agreement or Contract – A formal written legal agreement or contract for the supply of Goods and/or Services, equipment or construction.

Proponent/Bidder — Any legal entity submitting a Proposal.

Vendor/Consultant – The legal entity whose Proposal is accepted and approved by the Municipality and will undertake the execution of the work under the terms of the Contract.

Project – The planned work stipulated in the Municipality 's Request for Proposal, Proponent's submission and related documents.

Disbursements – All expenses of the Vendor associated with the Project including, but not limited to; travel, long distance telephone and fax transmissions, printing/plotting, postage and courier charges incurred by the Vendor during the Project.

1.2 Interpretation In the Contract

- (a) Headings are for convenience of reference and are not to be used to interpret the Agreement.
- (b) All words and pronouns relating thereto shall be read and construed as to the number, gender and tense as the context of each case requires, and the verbs shall be read and construed as agreeing with the required word and pronoun.
- (c) Reference to a statute means the statute and any regulations as amended, re-enacted or remade or as changed in the exercise of a statutory power to make non-substantive changes.

1.3 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. The parties irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from them.

1.4 Severance

If any provision or provisions of this Contract or parts thereof or any of the Contract Documents or the application thereof to any person or circumstances shall be found is/are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Contract shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or unenforceable. The remaining terms and provisions of the Contract and its application to any person or circumstances shall not be affected thereby, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by the parties.

1.5 Accrued Rights and Remedies

Neither the expiration nor the termination of the Contract shall prejudice or affect any right of action, privilege or remedy which shall have accrued or shall thereafter accrue to the Municipality.

1.6 Notice

- (a) Any notice, direction, request or document required or permitted to be given by either party to the other shall be deemed to have been sufficiently and effectually given if delivered or mailed by prepaid registered post, or equivalent, or sent by facsimile transmission to the address and number shown in the Vendor submission or to such other address or number of which either party hereto may from time to time notify the other in the manner set out herein.
- (b) If any such notice, direction, request, document or payment is so given, it shall be conclusively deemed to have been given and received on the date of delivery if delivered, on the next business day if transmitted by telefax and on the fifth calendar day following the mailing thereof, if sent by mail as aforesaid.

1.7 No Promotion of Relationship

The Vendor must not disclose or promote its relationship with the Municipality, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express written consent of the Municipality, except as may be necessary for the Vendor to perform the Vendor's obligations under the terms of the Contract.

1.8 Assignment

- (a) The Contract, or the right to receive payment hereunder, shall not be assigned or subcontracted, in whole or in part, by the Vendor without the Municipality's prior written consent.
- (b) Assignment or sub-contracting of the Contract shall not relieve the Vendor from any obligations under the Contract or impose any liability upon the Municipality, unless otherwise agreed to in writing by the Municipality.

1.9 Successors and Assigns

The Contract shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns.

1.10 Disclaimer

The relationship between the parties created by this Contract is solely that of an independent Vendor. This Contract does not create any agency, employee-employer, partnership, joint venture or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever. Each party shall use its own discretion and shall have complete and authoritative control over its employees and Subcontractors and the details of performing its obligations under this Contract.

1.11 Order of Precedence

The contract document shall consist of:

- (a) The executed Agreement/Contract/Purchase Order
- (b) Addenda to the Request For Proposal Documents
- (c) Request for Proposal document, including its Standard Contract Terms and Conditions, Additional Contract Terms and Conditions, Instructions for Bidding, Terms of Reference, and Specifications
- (d) the successful Proponent's Proposal submission and any subsequent negotiated changes.

These documents and portions thereof, take precedence in the order in which they are noted above, notwithstanding the chronological order in which they are issued or executed. None of the conditions contained in the Proponent's own standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Municipality in writing.

1.12 Survival

All Vendor obligations under this Contract that necessarily extend beyond termination of this Contract in order to fully achieve their intended purpose shall survive termination of this Contract, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions and confidentiality provisions.

Article 2 – Execution of Work

2.1 Performance

The Vendor agrees to perform the Contract in accordance with the terms, provisions and conditions of the Contract, all specifications and requirements of the Municipality and any supplemental directives issued by the Municipality and in accordance with the Contract Documents. Any item which fails in any way to meet the terms of the Contract is subject to rejection, or to be paid for on an adjusted basis, and the decision of the Municipality is final.

2.2. Work Quantity

The Municipality may, by order in writing, at any time before or after the commencement of the Contract, delete, extend, increase, decrease, vary or otherwise alter the work to be done. If the change increases or decreases the cost of the work, the Vendor shall notify the Municipality forthwith of the extent of the increase or decrease and shall implement the change. The Vendor and the Municipality shall agree on the increase or decrease to be made in compensation.

2.3 Modifications

No agreement or understanding to modify the Contract shall be binding on the Municipality unless in writing and authorized by the Municipality's authorized agent.

2.4 Character and Employment of Workers

- (a) The Vendor shall provide for the performance of the work by orderly, competent and skill workers and Subcontractors.
- (b) If, in the opinion of the Municipality representative, any person who is engaged in the performance of the work at any time is incompetent or disorderly during the course of their employment, the Municipality shall give written notice to that effect. As of the day following receipt of such notice, the Vendor shall ensure that such person is no longer engaged in the performance of the Contract at any time during the course of the person's employment or contract unless the Vendor first obtains the written permission of the Municipality.

2.5 Time is of the Essence

Time is of the essence for the delivery or provision of the services requested herein. The delivery date must be adhered to as the Municipality is relying on that date for their part of its operations. Failure to comply with the time schedule herein, in providing the services may result in the Municipality taking further action to obtain an alternative supply, in which event the cost incurred shall be charged to the Vendor up to the time that the services outlined in this Document are provided. If such cost is not paid by the Vendor, it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the services on or before the date of delivery, the Municipality will charge back to the Vendor the difference between the price submission and the acquisition cost of the alternative services.

2.6 Late Delivery

Failure of the Vendor to deliver within the time specified or within a reasonable time as interpreted by the Municipality in its sole discretion or failure to make replacements of rejected commodities when so requested, will constitute authority for the Municipality to purchase in the open market to replace the commodities rejected or not delivered. The Municipality reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Vendor agrees to promptly reimburse the Municipality for excess costs incurred by such purchase. Such purchases will be deducted from the contract quantities.

2.8 Force Majeure

- a) In the event that performance of the Contract in the reasonable opinion of either party is made impossible by an occurrence beyond the control of the party affected, then either party shall notify the other in writing and the Municipality shall either:
 1. terminate the Contract forthwith and without any further payment being made, or
 2. authorize the Vendor to continue the performance of the Contract with such adjustments as may be required by the occurrence in question and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the Contract shall be terminated.
- b) Delays in, or failure of, performance by either party under the Contract shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to: decrees of governments, acts of God, fires, floods, riots, war, rebellion, sabotage and atomic or nuclear incidents. However, lack of finances, strikes, lockouts, or other concerted acts by workers, delay or failure arising out of the nature of the work being done, or from the normal action of the elements, or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control. Normal difficulties include, but are not limited to, those related to quality of equipment or delay of delivery of equipment.

2.9 Non-Performance

- a) The Municipality reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including the level of quality of services provided, and further reserves the right to cancel any part or the entire Contract if the Vendor fails to correct deficiencies within the time period provided. The Municipality's evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the Vendor fails or neglects to comply with any condition set out in the Contract, the Contract may be unconditionally cancelled by the Municipality without notice.

2.10 Dispute Resolution

Should any disputes arise in regard to this Contract, the Municipality, while retaining the right to terminate the Contract, will follow the dispute resolution process as follows:

- a) The Municipality will issue a verbal warning outlining the issues of non-compliance (with respect to the Contract specifications or performance) to the Vendor. The Municipality reserves the right to hold back monies until the deficiencies have been addressed, according to the standards specified.
- b) If the problems persist, the Municipality will issue a written notice to the Vendor, stating the deficiencies and the time period which the Vendor has to correct the item(s) and a warning that the Contract shall be cancelled should the problem(s) not be resolved within the allotted time (a dollar value may be deducted from any monies owing, representing any costs which the Municipality has absorbed in its attempts to correct the problem(s)).
- c) Should the problem(s) remain outstanding, the Municipality may issue a letter stating final Contract cancellation.

2.11 Vendor Disqualification

The Municipality reserves the right to remove from future eligibility any Vendor for unsatisfactory performance of the Contract.

Article 3 – Cancellation/Default

3.1 Cancellation/Termination for Convenience

- (a) The Municipality shall have the right to cancel any uncompleted or unperformed portion of the project, work or supply or part of them. In the event of such cancellation, the Municipality shall pay all reasonable costs incurred by the Vendor up to the date of cancellation considering the work/service was provided in accordance with the Contract Documents and to the satisfaction of the Municipality. Payment shall be in accordance with prices submitted by the Vendor in the Proposal submission.
- (b) The Municipality shall not be liable to the Vendor for loss of anticipated profit on the cancelled portion or portions of the Contract.
- (c) The Municipality may terminate a contract, in whole or in part, whenever the Municipality determines that such termination is in the best interest of the Municipality without showing cause, upon giving written notice to the Vendor. The Municipality shall pay all reasonable costs incurred by the Vendor up to the date of termination considering the work/service was provided in accordance with the document terms and to the satisfaction of the Municipality. Payment shall be in accordance with prices as per Contract. However, in no event shall the Vendor be paid an amount, which exceeds the price bid for the work performed. The Vendor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

3.2 Default by Vendor

- (a) If the Vendor 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 Vendor makes a general assignment for the benefit of its creditors, then, in any such case, the Municipality may, without notice, terminate the Contract.
- (b) If the Vendor fails to comply with any request, instruction or order of the Municipality ; or fails to pay its account; or fails to comply with persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the Project, Work or Supply; or fails to prosecute the Project, Work or Supply with skill and diligence; or refuses to correct defective equipment or Work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract; then, in any such case, the Municipality may terminate the contract effective on the date stated in the written notice.
- (c) Any termination of the Contract by the Municipality as mentioned above shall be without prejudice to any other rights or remedies the Municipality may have.
- (d) If the Municipality terminates the Contract, it is entitled to
 - 1. withhold any further payment to the Vendor until the completion of the Project and the expiry of all obligations under the Contract, and
 - 2. recover from the Vendor any loss, damage and expense incurred by the Municipality by reason of the Vendor's default (which may be deducted from any monies due or becoming due to the Vendor).

Article 4 – Insurance and Contract Security

4.1 Insurance

Throughout the term of the Contract (including any renewal thereof), the Vendor shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance.

- a) Commercial General Liability Insurance, including but not limited to bodily injury and personal injury liability, property damage, products liability, completed operations liability, owners & contractors' protective liability, blanket contractual liability, premises liability, broad form property damage, employer's liability and voluntary compensation and contingent employer's liability coverage, having an inclusive limit of not less than \$5,000,000 per occurrence.
- b) Professional Liability Insurance in the amount of not less than \$2,000,000 per claim.

- c) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Vendor for the provision of services.
 - d) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence in respect of vehicles not owned by the Vendor that are used or operated on its behalf for the provision of services under the Contract.
 - e) Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverages apply and indicate any applicable aggregates.
- 2.12** The Vendor shall maintain property insurance, as may be applicable, with respect to loss or damage (including fire, theft, burglary, etc.) of its own property and property in its care, custody and control, including but not limited to its equipment, tools, stock and inventory, used in connection with the Contract.
- 2.13** All policies of insurance with respect to subsection (1) shall, subject to the terms of the indemnity provisions
- a) Be recorded as a primary policy and shall be in a form and issued by an insurance company satisfactory to the Municipality that is licensed to carry on business in Ontario
 - b) Show all values in Canadian funds
 - c) Be maintained continuously during the course of carrying out the Project, Work or Supply; or for such period of time as may be required after completion of the Project, Work or Supply, as deemed necessary by the Municipality
 - d) Provide for a deductible amount of no greater than \$10,000; or such other amount as the Municipality, at its sole discretion, may deem appropriate
 - e) (Except in the case of automobile liability insurance, non-owned automobile liability insurance, professional errors & omissions liability insurance) include the Municipality as an additional insured to the extent of the Vendor's obligations to the Municipality under the Contract Documents
 - f) Contain cross liability and severability of interest provisions, as may be applicable
 - g) Preclude subrogation claims against the Municipality and any other person insured under the policy, and
 - h) Provide that at least 30 days written notice (15 days in the case of automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to the Municipality by the insurer before the insurer or Vendor takes any steps to cancel, terminate, fail to review, amend or otherwise change or modify the insurance or any part thereof.
- 2.14** Any insurance coverage acquired under the Contract shall in no manner discharge, restrict or limit the liabilities assumed by the Vendor under the Contract. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Contract.
- 2.15** The Vendor shall pay all premiums on the policies as they become due provided that the Municipality may pay premiums as they become due and deduct the amount thereof from moneys due from the Municipality to the Vendor should the Vendor fail to do so.
- 2.16** The Vendor shall deposit with the Municipality such evidence of its insurance as provided in or required under the provisions of the Information for Bidding, an Addendum or the Special Provisions,
- a) at the time of execution of the Contract, or
 - b) in any event prior to commencing the Project, Work or Supply, or
 - c) upon notification by the Municipality of the recommendation of award of the Contract, and thereafter during the term of the Contract, no later than 20 business days prior to the renewal date of each applicable policy.

The Vendor shall provide the Municipality with a certificate of insurance signed by an authorized insurance

representative confirming thereon relevant coverage information.

- 2.17** The Vendor shall not do or omit to do anything that would impair or invalidate the insurance policies.
- 2.18** Delivery to and examination or approval by the Municipality of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Vendor of any of its indemnification or insurance obligations under the Contract. The Municipality shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to advise the Vendor in the event such insurance coverage is not in compliance with the requirements set out in the Contract.
- 2.19 Contract Security**
The Vendor shall, prior to the commencement of the Work or within the specified time, provide to the Municipality any Contract security specified in the Contract Documents.

Article 5 – Indemnification / Warranty

- 5.1** The Vendor shall indemnify, defend and hold the Municipality (including its officials, officers, directors, employees, agents, affiliates and representatives) [collectively referred to as the “Indemnified Party”] harmless against any and all claims, demands, costs (including legal costs on a substantial indemnity bases), penalties, fines, fees, royalties, damages (including indirect, special, remote and/or consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the Vendor, its officials, directors, officers, employees, agents, affiliates, partners (general or limited), joint ventures, contractors, Subcontractors, and other representatives, in connection with the Vendor’s responsibilities pursuant to Request for Proposal and the Contract Documents, including without limitation, the provision of any and all Services, as well as any patent, trademark, or copyright infringement or breach of intellectual property right, except to the extent that same was caused by the negligence or willful misconduct of the Indemnified Party.
- 5.2** The rights to indemnity contained herein shall survive the early termination or expiry of the Contract.
- 5.3** The rights to indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the Indemnified Party provided in the Contract Documents.
- 5.4 Damage Claims**
The Vendor shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, under its control, arising from the execution of the work, by reason of the existence, location, condition of work, any materials, plant or machinery used thereon or therein, or which may happen by reason of the Vendor’s failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract and agrees to hold Municipality safe and harmless from any such claims by third parties, including any legal costs incurred by the Municipality in connection therewith on a solicitor-client basis.
- 5.5 Patents and Copyrights**
(a) The Vendor shall defend, indemnify and save harmless the Municipality from all and every claim for damages, royalties, or fees for the infringement of any patented invention or copyright occasioned by them in connection with work done or material furnished by it under the Contract.

(b) No illegal commerce or gray market goods shall be supplied to the Municipality and every person supplying goods or goods and services to the Municipality shall be deemed to have warranted that they are genuine and lawfully supplied.
- 5.6 Intellectual Property**
The Vendor shall pay all royalties and license fees relating to any intellectual property rights in Work performed by the Vendor and shall ensure that the Municipality is entitled to enjoy the benefits of services, free from any claims by any third party.

5.7 **Standard of Care**

The standard of care for all professional engineering, architectural, consulting and related services performed by the Vendor, including its officers, directors, and employees under the Contract will be the care and skill ordinarily used by members of the Vendor's profession.

Article 6 – Governing Regulations

6.1 **Regulation Compliance and Legislation**

- (a) The Vendor and all Subcontractors shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the term of the Contract and all rules and requirements of the police and fire departments, or other governmental authorities, and all C.S.A. approvals, if required.
- (b) Any breach or breaches of any applicable laws or by-laws, whether by the Vendor or any of its Subcontractors, may result in the immediate termination of the Contract and the forfeiture of all sums owing to the Vendor by the Municipality.

6.2 **Occupational Health and Safety Act**

Vendor (and, where applicable, their Subcontractors) should be aware of and abide by the *Occupational Health and Safety Act*, R.S.O., 1990, as amended, prior to commencing, during and after completion of all work activities engaged in on Municipality premises.

6.3 **Workplace Safety and Insurance Board Coverage**

- (a) The Vendor prior to commencing the Work,
 - 1. shall submit to the Municipality a Clearance Certificate from the Ontario Workplace Safety and Insurance Board and shall provide additional certificates with respect to such coverage as often as the Municipality deems necessary during the term of the Contract to ensure continued good standing with the Workplace Safety and Insurance Board; or
 - 2. furnish proof in a form satisfactory to the Municipality from the Workplace Safety and Insurance Board that the Vendor does not require Workplace Safety and Insurance Board insurance, but in such case if the Vendor changes its status during the term of the Contract so that such coverage is required, the Vendor shall immediately provide the Municipality with the required certificate required under section 6.11.1.
- (b) Where a substantial portion of the work to be done under the Contract is to be carried out by a Subcontractor, the Municipality may require the Vendor to furnish the same evidence as provided under section 6.4 a)

Article 7 - Payment and Invoicing

7.1 **Currency**

All payments will be in Canadian funds, unless otherwise specified.

7.2 **Sales Taxes, Excise Taxes and Duties**

The Municipality is subject to payment of Federal and Provincial taxes unless otherwise noted within the Document.

- (a) Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services being acquired during the term of this Contract, the Vendor and the Municipality mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective.
- (b) The onus is on the Vendor to bring to the Municipality's attention any such changes.

7.3 Payment Discount/Non-Performance

Where there is a question of non-performance involved, payment in whole or in part will be withheld. In the event a cash discount is involved, the withholding of payment as provided herein shall not deprive the Municipality from taking such discount.

7.4 Right to Retain Monies

The Municipality shall have the right to retain, out of any monies payable to the Vendor under this Contract the total amount, from time to time, outstanding of all damage claims by third parties arising out of this or any other contract which may have not been settled by the Vendor or its insurer. For the purpose of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from it, or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.

7.5 Liens

Payment of work done or materials supplied shall not become due until the Vendor, if requested, has filed with the Municipality, satisfactory proof that all accounts for labour and material furnished to the project by third parties have been paid. If any lien remains unsatisfied after all payments have been made, the Vendor shall refund to the Municipality all monies that the latter may be compelled to pay in discharging such a lien, including all costs incidental thereto.

SECTION IV – EVALUATION & AWARD PROCESS

All Proposals received on or before the closing date and time will be opened and examined for compliance with all mandatory requirements as specified in this document. Proposals that are compliant and do not contain major irregularities (material to award or unfair if awarded) will be reviewed, evaluated and scored by Selection Committee. The criteria outlined in this document will be used for the evaluation.

Proponents may be contacted to explain or clarify their Proposal; however, no alteration of information provided is permitted. Include the names, titles, telephone numbers and email addresses of audit firm contact(s).

Stages of Evaluation

The municipality will conduct the evaluation of Proposals in the following stages:

Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the municipality, be rejected.

Stage II – Evaluation

Stage II will consist of the following sub-stages:

Mandatory Technical Requirements

The municipality will review the Proposals to determine whether the mandatory technical requirements as set out in the terms of reference/scope of work have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the municipality, be disqualified and not evaluated further.

Evaluation of Rated Criteria: Technical Proposal

The municipality Evaluation Committee will score each technical Proposal that meets the Mandatory Requirements based on the rated criteria.

Stage III – Pricing

The Successful Proposal may not be the lowest or highest Proposal. While cost is an important element

in the selection process, it is to be clearly understood that there are other evaluation criteria in the RFP that the municipality will consider in evaluating Proposals. All pricing must be provided in Canadian dollars. The municipality reserves the right in its sole discretion when acting reasonably, to correct any mathematical errors as long as such mathematical error is obviously inadvertent, minor, and does not materially change the total Proposal price, and such corrected figures shall be the price for the purposes of evaluation of the Proposal.

Selection of Top-Ranked Proponent

Subject to the reserved rights of the municipality, the top-ranked Proponent will be selected to enter into the Agreement in accordance with the following section.

Notice to Proponent and Execution of Agreement

Notice of selection by the municipality to the successful Proponent shall be in writing. The successful Proponent shall execute the Agreement and satisfy any other applicable conditions of this RFP. Selection and award may be subject to Council approval and budgetary restrictions.

Failure to Enter into Agreement if a successful Proponent fails to execute the Agreement or satisfy any pre-conditions of award the municipality may, without incurring any liability, proceed with the selection of another Proponent and pursue all other remedies available to the municipality.

SECTION V – SUBMISSION REQUIREMENTS

GENERAL

Proposal submissions must include all data and information requested in the Request for Proposal. Non-conformance with the instructions provided may result in unfavorable consideration.

The Proposal shall be clear, concise and shall include sufficient detail for effective evaluation.

The Proposal shall not simply rephrase or restate the Municipality's requirements but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements. Proponents shall assume that the Municipality has no prior knowledge of the Proponent and will base its evaluation on the information presented in the Proponent's written Proposal.

Elaborate brochures or references to web sites, or other embellishments are unnecessary and if included will not be used as part of the evaluation process.

Cross Referencing – To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the Proposal. Information required for Proposal evaluation which is not found in its designated section will be assumed to have been omitted from the Proposal.

Indexing – Each section may contain a more detailed table of contents to delineate the subparagraphs within that section. Tab indexing shall be used to identify sections corresponding and in sequence with the Technical Proposal contents.

Size and Format – Preference – Each Proposal shall be typewritten, black and white, on 8.5" X 11" paper (not including foldouts).

Submissions will be accepted as hard copy or electronic submissions.

Electronic Bid Submission

Electronic proposals must be submitted by email to tchoinard@centrehastings.com

Technical Proposal – Contents

must contain:

1. One (1) original written submission clearly marked as “original” (hard copy or email accepted)

The Proponent shall prepare the Technical Proposal including titles and contents as defined below.

- o Proposal Submission Coversheet
- o Section 1 – Proponent Overview & Qualifications
- o Section 2 – Project Team & Expertise
- o Section 3 – Approach / Methodology
- o Section 4 – Project Management / Work Plan
- o Section 5 – Work Schedule

Fee Proposal – Contents

must contain:

1. Signed and completed Form of Offer, including Fee Proposal – print and sign 3 original copies
2. Fee detail breakdown/information – include 3 copies
3. Hourly rates – include detailed hourly rates for additional services for the project lead and each of the team members.

SECTION VI – PROPONENT RESPONSE - TECHNICAL

Technical Proposal Submission

The Selection Committee will review and evaluate the Proponent’s demonstrated understanding of the project requirements, objectives and deliverables based on the criteria noted below. Proposal submissions should respond to these criteria as identified and in the order protocol shown. Not following the evaluated criteria sequence order creates the risk to the Proponent that even if the information is provided, it may be overlooked and consequently not considered in the evaluation of the Proponent’s Proposal.

CRITERIA	INDICATORS	Weight Factor
Proponent Overview & Qualification	<ul style="list-style-type: none"> • Experience and credentials of Proponent • Demonstrate the company’s relevant qualifications and experience in strategic planning work and preparation of parks, recreation and culture master plans, and in particular by the team members who will be working on this project (<i>Greater number of and current relevant experience will score higher</i>) • Performance on recent similar or related completed projects 	20

<p>Project Team and Expertise</p>	<ul style="list-style-type: none"> • Expertise, experience and skills of assigned staff • Breadth and suitability of subject matter knowledge and expertise identified • Demonstrated awareness and expertise in the following areas: <ul style="list-style-type: none"> ○ Community participation with statistical expertise in design, collection and analysis of data ○ Recreation and culture service trends and planning ○ Strategic planning ○ Parks, trails and open space planning ○ Recreation and culture facilities and program planning and community development • <i>Greater number of and current relevant experience will score higher</i> 	<p>25</p>
<p>Approach & Methodology</p>	<ul style="list-style-type: none"> • Demonstrated comprehension of the intent, scope and challenges of the project • Describe how the project goals and objectives will be achieved • Extent to which planned work achieves or exceeds goals, objectives and deliverables specified • Innovation or creativity in approach to project, especially to tasks pertaining to <ul style="list-style-type: none"> ○ public & stakeholder engagement ○ data collection, analysis & interpretation ○ reporting writing and presentations • Insights provided on the risks, opportunities and issues likely to be encountered and approach to managing these scenarios 	<p>20</p>
<p>Project Management - Work Plan</p>	<ul style="list-style-type: none"> • Describe how Proponent will approach the project, organize the resources, expertise and experience to accomplish the stated goals and objectives within confirmed timelines • Efficiency and effectiveness of proposed management strategies, including communication practices • Ability to meet target schedule • Logic and simplicity of planned workflow • Use of quality contract/assurance measures 	<p>15</p>
<p>Work Schedule</p>	<p>Include a detailed Work Schedule for the project that commits to a specified completion time. Proponents must demonstrate the capability and capacity to complete the work within time parameters outlined in this Request for Proposal.</p> <p>The Work Schedule must include:</p> <ul style="list-style-type: none"> • a Work schedule organized by key tasks and milestones in the form of an illustrated Gantt chart, • the Gantt chart shall in weekly increments show the start and finish dates for the various activities, identify tasks and individuals who will perform the task and any requirements for independent resources required for completion of the project, • the personnel to be assigned to the tasks and the number of staff hours allotted to each task (no fees), • task sequences and dependencies, milestones and key events, • meeting and consultation schedules, and • an estimated overall timeline of the services, including an indication of how soon the Proponent can commence work including key dates for major deliverables and completion date. 	<p>10</p>

	Subtotal – Technical	90
Fees	<ul style="list-style-type: none"> The lowest fee proposal will receive a maximum score of 10 points. The other Proposals will receive a score that is proportional to the extent by which they exceed the lowest responsive fee proposal. 	10
	Total	100%

PROPONENT RESPONSE – Schedule 1 - COMPARABLE PROJECT REFERENCE

Duplicate this Form as required

Complete for projects completed by Proponent organization demonstrating comparable (similar scope and magnitude) experience that the Proponent. *Greater number of and current relevant experience will score higher.*

COMPARABLE PROJECT REFERENCE

Municipality / Organization	
Project Name and Location	
Contact Person Full Name Phone Number and extension e-mail address	
Describe project's general scope (i.e. complexity, value, special features)	
State Proponent's role in project (Consultant or sub-consultant)	
Original Contract Amount for Proponent's contracted services for project	
Final Contract Amount for Proponent's contracted services for project	
Reason for variance, if any	
Project start date	
Project planned completion date	
Reason for variance, if any	
Identify team member(s) & role in comparable project who will participate on Centre Wellington project	

Identify and describe aspects of the comparable project that pertain this project	
Identify and describe, if applicable, particular project management and quality control procedures used to successfully deliver the project	

SCHEDULE 2
UNFAIR ADVANTAGE AND CONFLICT OF INTEREST DECLARATION

“Unfair Advantage” means in relation to the Request For Proposal process the Proponent engages in conduct, directly or indirectly, that may give it an unfair advantage over other Proponents, including but not limited to (i) having or having access to information in the preparation of its Response that is confidential and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the Request for Proposal process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive Proposal process and render that process non-competitive and unfair.

“Conflict of Interest” means that the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

Note to Proponent: If you foresee a Conflict of Interest or Unfair Advantage, complete Section A below, otherwise complete Section B. Any Proponent who does not complete Section A is deemed to declare that (1) it had no Unfair Advantage in preparing and submitting its Response and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Proposal.

I/We have read the above definition of Unfair Advantage and Conflict of Interest and hereby declare that (check the appropriate box)

Section A

- There is an actual or potential Unfair Advantage relating to the preparation and submission of this Proposal.
- I/we foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in this Proposal.

Section B

- I/we have had no Unfair Advantage in preparing and submitting this Bid, and (2) I have no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Proposal.
- SIGNED, SEALED AND SUBMITTED for and on behalf of:

Name of Proponent

Signature

Date: _____

Name and Title of Person Signing
I have the authority to bind the corporation.

SECTION VII – PROPONENT RESPONSE – FORM OF OFFER

PROPOSAL SUBMITTED BY: (Please type/print)

NOTE: This proposal is inclusive of addenda as issued # ____ to # ____

I/We have carefully examined and acknowledge the instructions, terms, conditions and specifications regarding this Proposal.

By submitting this Proposal, Proponent offers to complete the contract in accordance with the terms and conditions for the Parks, Recreation & Culture Master Plan.

NAME OF SIGNING OFFICER(S):

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____ DATE: _____

AUTHORIZED SIGNING OFFICER
I have the authority to bind the Corporation.

To provide all necessary services, including labour, materials, equipment as required to complete the project as described in the Terms of Reference/Scope of Work, including the cost of all disbursements, (excluding taxes).

Description	Total Upset Limit
Parks, Recreation & Culture Master Plan	\$ _____

ADDITIONAL/PROVISIONAL PRICING

Additional costs for optional items detailed below which are not included in the Total Upset Limit price as part of the scope of work. The Municipality must approve any additional work or additional costs prior to the execution of any work in writing for these charges to be invoiced by the Proponent.

Description	Unit	Rate
Additional Reports	Each	\$ _____
Additional Meetings	Each	\$ _____
Additional Committee and/or Council Meetings	Each	\$ _____

SCHEDULE OF HOURLY RATES

Proponent to provide hourly rates of all team members