



THE CORPORATION OF THE
TOWN OF NEW TECUMSETH

REQUEST FOR PROPOSAL FOR

Parks, Recreation and Culture – Master Plan

RFP # P16-19

ISSUE DATE: Friday, September 9th, 2016
CLOSING DATE: 2:00 p.m., Thursday, October 6th, 2016

Town of New Tecumseth
10 Wellington Street East, Alliston, ON L9R 1A1

LATE PROPOSALS WILL NOT BE ACCEPTED.

The Corporation of the Town of New Tecumseth reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept other than the lowest proposal and to cancel this Call for Proposals at any time.

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The following definitions apply to the interpretation of the Bid Documents;

1. “**Addenda or Addendum**” means such further additions, deletions, modifications or other changes to any Bid Documents.
2. “**Bid Documents**” means collectively all of the documents comprising the Call for Bids, namely Part I to VIII, inclusive.
3. “**Bid or Bid Form**” means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Proponent(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Project with the Town in the event of award.
4. “**Call for Proposals**” means the Call for Proposals on the terms and conditions set forth in the Proposal Documents.
5. “**Closing Time**” means the time specified in Part 1, Instructions to Proponents, Section 1, by which all Proposal submissions shall be received and stamped by the Town.
6. “**Contract**” means the agreement in writing governing the Supply and Services, which has been executed by the Town and successful Proponent following acceptance by the Town of the successful Proposal submission.
7. “**Council**” means the elected Council for the Town of New Tecumseth.
8. “**Mandatory Requirements**” means those requirements described in Part I, Instructions to Proponents, which shall be fully satisfied in order for any Proposal to be considered by the Town as a qualified Proposal.
9. “**Town**” The Corporation of the Town of New Tecumseth, as the case may be, and as identified in the Call for Proposals, and Proposal Documents and for the purpose of the award and execution and performance of the Project shall mean the entity awarding the Project.
10. “**Proponent**” means the successful Proponent to whom the Project is awarded and undertaking the execution of the Project.
11. “**Sub Contractor**” means a legal entity approved by the Town undertaking the execution of a part of the Work pursuant to an agreement with the Proponent, and includes both “brokers” and “subcontractors”.
12. “**Supply**” means to supply the necessary tools, material, equipment, and product to satisfy the Proposal requirements.
13. “**Work**” means Work/service performed to meet a demand to comply with the conditions of the Project, delivery dates, specifications and technical assistance.

PART I

1. OVERVIEW & SCOPE OF WORK

The Town of New Tecumseth (the Town) is seeking the services of a consulting firm (The Firm) to provide an update to the Parks, Recreation and Culture Master Plan.

2. INTRODUCTION

The Town of New Tecumseth is a unique municipality comprised of three vibrant urban centers, Alliston, Beeton and Tottenham with a population of approximately 30,000 and poised for growth. The Town of New Tecumseth is one of sixteen area municipalities, located within the County of Simcoe and is serviced by Highways 400, 89 and 9 and County Roads 10 and 50.

New Tecumseth is experiencing a steady rate of growth which is expected to continue in future years. The last Master Planning exercise for parks, recreation and culture services was completed in January 2009. The document has guided Council and staff over the past years to assist with planning, budgeting and service delivery. Additional plans and studies have been completed since 2009 to guide the development activities within the three urban centres of Alliston, Beeton and Tottenham. While these updates have provided guidance in the planning related to parks & open space, and facility requirements, they did not address overall service delivery needs, gaps in service, service levels, or general surveys of public satisfaction and emerging needs. With a growing, changing and diverse urban, rural and agricultural community, the Parks, Recreation and Culture department is undertaking a comprehensive planning exercise to update its Master Plan.

3. ENQUIRIES

All enquiries concerning this **Proposal, including specifications, process and results** are to be directed **in writing** (e-mail) through:

Lori Archibald, Senior Buyer

larchibald@newtecumseth.ca

705-435-3900, Ext. 1240

Enquiries shall not be directed to any other Town employees.

If required, Proponents who wish to submit questions must do so in writing. All enquiries should be e-mailed directly to: larchibald@newtecumseth.ca No clarification requests will be accepted by telephone. A transcript of questions will be distributed to those who request it and will also be made available by the method authorized for advertising the RFP.

4. ADDENDUM/ADDENDA

Addendum/Addenda if required will be issued by the Purchasing Department and shall hereby form part and parcel of the said Tender or RFP documents and the Project. Failure to provide the signed and dated Addendum/Addenda with your Tender or RFP documents shall result in a non-compliant bid. Addendum/Addenda shall be deemed to form part of any Tender or RFP submitted. All Addendum/Addenda should be issued to the Proponents before forty eight (48) hours of Closing Time. The onus is the responsibility of the Proponent to have received all Addendum that have been issued by the Purchasing

Department. **The Town of New Tecumseth will assume NO responsibility for oral instructions or suggestions.**

Therefore, prior to submitting their proposals, proponents should check with the Town's Purchasing Department that they have received all Addendum/Addenda.

5. PROPOSAL SCHEDULE & CLOSING TIME

The Proposal Form, sealed with the submission label provided by the Town affixed to your envelope, shall be received; date and time stamped, and be in the possession of the Senior Buyer no later than **2.00 p.m. (14:00:00) local time**, on the specified closing date. Late Proposals shall not be accepted; however they shall be time and date stamped and returned to the Proponent unopened.

Task	Date
Issuance of Request for Proposal	September 8 th , 2016
Deadline for submission of question during proposal period	2:00 p.m., September 27, 2016
Final Addendum issued	By 2:00 p.m., October 3, 2016
RFP closing date	2:00 p.m., October 6 th , 2016

6. LATE SUBMISSION

Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective proponent.

7. PROPOSAL OPENING

Proponents are advised there will **not** be a public opening for this Request for Proposal. Proposals received, by the date & time of closing, will be opened administratively by respective members of the Town and/or the Evaluation Team, at a time subsequent to the closing.

8. ELECTRONIC SUBMISSIONS

Electronically transmitted submissions (facsimile, e-mail, etc.) will **NOT** be accepted for this proposal.

9. RFP SUBMISSIONS

Each submitting proponent is required to submit their Proposal in a sealed and clearly marked envelope using the label appended at the end of this document.

Each submitting proponent is required to submit Four (4) hard copies of their complete proposal on 8 ½ X 11 paper (**plus 1 CD or flash drive**), (1 Original & 3 Copies) to be submitted that illustrates the proponent's understanding of the project as well as the firm's experience and capacity to undertake the project.

Proposals delivered in person or by a courier service and fails to be delivered to the designated location by the Proponent or courier service may be rejected. Proposals that are not delivered **on time** shall result in the Proposal being rejected.

All Proposals received must remain valid for acceptance up to **ninety (90) days** beyond the closing date.

10. AMENDMENT OF PROPOSALS

Proponents who have submitted a proposal may amend it up to the official closing time by submitting a replacement proposal. Amended proposals must be sealed and submitted in accordance with all other requirements included in this document. The amended proposal will clearly be marked "Amended" and should clearly indicate that it replaces any other submitted version. In the case of a discrepancy, the Town will deem the last proposal received prior to the closing time, to be the valid proposal.

11. RIGHT TO ACCEPT OR REJECT PROPOSAL

The Corporation of the Town of New Tecumseth reserves the right to accept any proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted.

12. CONTENTS OF PROPOSALS

12.1 Proponents responding to this RFP shall submit Five (5) copies of a maximum 10 page, (5 pages double sided), document, (bound 8 ½ x 11 inch format), that illustrates the proponent's understanding of the project as well as the firm's experience and capacity to undertake complete the project. Reference information and contacts and samples of similar projects may be included in an additional 6 pages (3 pages double sided). Resumes of individuals may be included in an appendix separate and at the end of the above noted pages.

12.2 If the proposal is a joint submission of two or more Consulting firms, a single proposal is to be coordinated and submitted by the lead Proponent with the required information as noted below.

12.3 At a minimum the above noted document shall include, but be not limited to:

Identify who will be the firm's lead person who will act as the single point of contact and project manager with the Director.

Provide a summary of resources and expertise available to the firm including a summary of various disciplines required in response this this RFP.

Provide an alternate project manager in the event that the project manager is unavailable to fulfill their duties as lead project manager.

Name, resume and qualifications of individual(s) assigned to this project, in addition, including a list of similar projects and their role in those projects.

Name and contact number of three references. One each from an owner/client, sub-consultant and technical expert/developer.

Provide name and contact numbers of three additional references specifically for the lead and alternate lead person assigned to this project.

Submission of at least three municipal clients (of similar scope and project) including a description of scope of work, budget and role of the project manager.

A draft project description based on the consulting firms(s) understanding of the scope of work as outlined in the various phases of the project.

Costs:

Per Diem rates for all staff assigned to this project and a lump sum fee identified on the Bid Form. Per Diem rates submitted will be consistently utilized and identified for actual hours worked and for any subsequent additional work which may be required by the Town.

Disbursement costs shall include all mileage expenses and any administration fees and/or surcharges.

13. PROPOSAL EVALUATION

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

13.1 EVALUATION CRITERIA

Selection of a proposal will be based on, but not solely limited to, the following criteria and weighting:

Evaluation Criteria	Weighted Score
<u>Demonstrated Experience of the Project Lead (Project Manager)</u> Including project management, project planning and monitoring of task, governance, communications, finance, quality control, project schedules in a municipal or public sector environment.	25%
<u>Understanding the scope and objective of the project.</u> The consulting firm's approach and role in achieving the town's project goals and objectives and maintaining a project schedule.	20%
<u>Demonstrated Experience of Consulting Team in Restaurant Consulting and Financial Management</u> Experience of the consulting team in the meeting the objectives of this RFP and in the delivery of similar projects for a municipal client.	20%
<u>Quality of proposal</u> Demonstrating firm's verbal, written and presentation skills and the ability to organize the submission in a format that follows the evaluation criteria.	10%
Value added	5%
SUB – TOTAL	80%
Cost	20%
TOTAL	100%

Actual disbursements shall be paid consistent with the costs identified in the individual “project assignment” proposal”.

All fees for service are to be shown on the Bid Form.

13.2 PRESENTATION & INTERVIEW

The Town reserves the right to interview any or all of the proponents that submit a Proposal to provide the evaluation team with additional insight into the Proponent’s ability to meet the requirements as requested in the RFP. If required, the interviews would be conducted by the representatives of the Evaluation Team at the Town of New Tecumseth Administration Centre within two weeks of the RFP close.

Consideration for award shall only be undertaken in relation to Proponents who are determined by the Town of New Tecumseth to have satisfied all the requirements.

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

- i. Accept a Proposal which is not the lowest Proposal submission, or reject a Proposal that is the lowest Proposal even if it is the only Proposal received;
- ii. Accept the Proposal deemed most favourable to address the scope of work.
- iii. Accept or reject any and all Proposals, whether in whole or in part;
- iv. Accept or reject any unbalanced, irregular, or informal Proposals; or
- v. Reject any Proponent who is involved in litigation with The Corporation of The Town of New Tecumseth.

13.3 The Evaluation Team reserves the right to consider, during the evaluation of Proposals:

- i. Information provided in the Proposal itself;
- ii. Information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- iii. Information received in response to enquiries made by the Town of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent;
- iv. The manner in which the Proponent provides services to others;
- v. The experience and qualification of the Proponent’s senior management, and project management;
- vi. The compliance of the Proponent with the Town’s requirements and specifications; or
- vii. The Proponent acknowledges that the Town may rely upon the criteria, which the Town deems relevant, even though such criteria may not have been disclosed to the Proponent. By submitting a Proposal, the Proponent acknowledges the Town’s rights under this Section and absolutely waives any right, or cause of action against

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

14. PROPONENT QUALIFICATIONS

Qualified Proponents are those which:

- have sufficient facilities and resources to meet the Town's needs;
- will provide all of the Town's Key Service Requirements;
- Demonstrate reasonable flexibility and willingness to work with the Town as a business partner;
- Have at least 3 years (within the last 5 years) experience with clients requiring services of a similar scope and complexity as the Town of New Tecumseth and provide contact details for these clients.

15. PROPONENT'S STATEMENT OF UNDERSTANDING

It is understood that the Proponents have carefully examined all of the Proposal Documents and have carefully examined the Work to be performed under the Project if awarded. The Proponent also understands and accepts the said Proposal Documents, and that the prices set forth in the Proposal are firm for the length of the project.

16. IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be deemed successful the Proponent will enter into a Contract with the Town.

17. ERRORS AND OMISSIONS

No oral interpretation shall be effective to modify any provisions of these Proposal Documents. Any modification or clarification shall be by written Addendum only issued by the Town. The Addendum(s) shall form part of the Proposal Documents.

18. PROPONENT'S EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Town, if any. If the Town elects to reject all proposals, the Town will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

19. PRICING PRINT COMPONENT

The requirements of this proposal include the works associated with the design, approvals, and printing & distribution.

20. FREEDOM OF INFORMATION

All Proposals submitted to the Town become the property of the Town and as such, are subject to the "Municipal Freedom of Information and Protection of Privacy Act".

21. BRIBERY/FRAUD

Should any prospective Proponents or any of their agents give or offer any gratuity or attempt to bribe any employee of The Town, or to commit fraud, the Town shall be at liberty to cancel the prospective Proponent's submission or Proposal and to rely upon the Proposal Surety submitted for compensation if applicable.

22. PURCHASE ORDER

Goods/Service or Work, as described herein this Project shall not commence until all of the required documents have been submitted and the agreement executed by the Proponent, to the Town. For Payment purposes a Purchase Order shall be generated and issued to the Proponent. The terms and conditions of this Project supersede those of the Purchase Order issued.

23. CANCELLATION

- i. In the event the successful Proponent does not comply with the specifications, terms and conditions, and scope of the Document, at any time throughout the duration of the Project, the Project shall be cancelled in accordance with the terms contained herein.
- ii. The Town upon non-performance of Project terms may cancel the Project, however, in doing so, the Town does not waive its right to rely upon any obligations or commitments agreed to by the Proponent as part of their Proposal. The Proponent remains liable for the difference between the next acceptable Proposal of goods and/or service Proposal prices.
- iii. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Town. This action shall not prevent the Town from taking early payment discounts otherwise applicable.

24. INSURANCE

The Proponent shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Town. The coverage shall include premises and all operations liability to be performed by the Proponent. This insurance coverage shall be subject to limits of not less than **Two Million Dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

In addition, Professional Liability Insurance is required, in an amount of not less than **Two Million Dollars (\$2,000,000.00)** inclusive per occurrence. All required insurance would be endorsed to provide the Town within thirty (30) days advance written notice of cancellation or material change. The Service provider will provide the Town with evidence of the required insurance, in the form of a completed Town of New Tecumseth Certificate of Insurance, immediately following execution and delivery of the Contract.

- 24.1 The policy shall include The Corporation of the Town of New Tecumseth as an additional insured in respect of all operations performed by or on behalf of the Proponent.
- 24.2 The Proponent shall be entirely responsible for the cost of any deductible, which is maintained in any insurance document.
- 24.3 Where applicable the Proponent shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents.

The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

25. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Proponent shall be required to supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract and at a minimum of every sixty days during the life of the Contract indicating that all of the assessments the Contractor or any Subcontractor is liable to pay under the "Worker's Safety Insurance Board Act" or successor legislation have been paid and they are in good standing with the Board.

Proponents who have independent Operator Status under the "WSIB Act" shall submit a complete Independent Operator Status Questionnaire upon being awarded the Contract.

26. REGULATION COMPLIANCE AND LEGISLATION

The Successful Proponent shall ensure all services and products provided in respect to this project are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The "Occupational Health and Safety Act" and its regulations;
- The "Workplace Safety & Insurance Act" and its regulations;
- The "Municipal Act" and its regulations;

27. LAWS OF ONTARIO

Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

28. INDEMNIFICATION

The Proponent shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, Sub-Contractors, any Work persons employed by it, under its control, arising from the execution of the Work, by reason of the existence, location, condition or Work, any materials, plant or machinery used thereon or therein, or which may happen by reason of their 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 Proposal, and agrees to indemnify and hold the Town harmless from any such damages, losses, or expenses, or claims by third parties, including any legal costs incurred by the Town in connection therewith on a solicitor/client basis.

29. TIME IS OF THE ESSENCE

The Town shall have the right to cancel at any time any project or any part of any project resulting from this Proposal in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto. **"Time is of the essence."**

30. NON-WAIVER

No condoning, excusing or overlooking by the Town of any default, breach or non-observance by the Proponent at any time or times in respect of any provision herein contained shall operate as a waiver of the Town's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Town herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Town save only an express

waiver in writing. Any Work completed by the Town required by this agreement to be done by the Proponent shall not relieve the Proponent of his/her obligations to do that Work.

31. NON-ASSIGNMENT

The Proponent may assign neither this proposal nor any Work to be performed under this proposal or any part hereof without the prior written consent of the Town. Such written consent however shall not under any circumstances relieve the Proponent of his/her liabilities and obligations under this Proposal and shall be within the sole and unfettered discretion of the Town.

32. MEETINGS

The Proponent's representative(s), as requested by the Town, shall attend all meetings required for the services.

The Proponent's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

33. CONFIDENTIALITY OF INFORMATION

A Proponent receiving this RFP may not use, disclose, or duplicate it for any purpose other than to prepare a response. The Proponent shall keep The Town of New Tecumseth data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of The Town of New Tecumseth. Receipt of this RFP does not entitle the Proponent to associate its services with The Town of New Tecumseth in any way, nor represents in any way that The Town of New Tecumseth has employed or endorsed the Proponent's services. Any such association or endorsement being contemplated by the Proponent must receive the prior written approval of The Town of New Tecumseth.

The Town of New Tecumseth will not disclose or share one Proponent's response to this RFP with other Proponents or other organizations.

The submission of a proposal indicates acceptance by the Proponent of all of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the formal contract between The Town of New Tecumseth and the Proponent. Deviations from the Request for Proposal must be clearly identified in the written submission. Proposals are subject to a formal contract being negotiated, prepared and executed. The Town of New Tecumseth reserves the right to negotiate the terms and conditions of the contract.

All correspondence, documentation and information provided to staff of The Town of New Tecumseth by any proponent in connection with, or arising out of this RFP, and the submission of any Proposal will become the property of The Town of New Tecumseth and as such is subject to the "Municipal Freedom of Information and Protection of Privacy Act" (MFIPPA), and may be released, pursuant to the Act. The Proponent's name at a minimum shall be made public upon request.

In-line with MFIPPA, Proponents are advised to identify in their Proposal material, any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation

Team may be reproduced for the purposes of evaluating the Proponents' submissions to this RFP.

34. CONFLICT OF INTEREST

The Proponent agrees to be bound by the following requirements.

Except as identified in the proposal or as specified in the Contract, the Proponent must certify in its proposal:

- That no person either natural or body corporate, other than the Proponent, has or will have any interest or share in this proposal or in the proposed contract, and
- There is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this project, and
- The Proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

The Proponent chosen to provide service to the project shall continue to be bound by the foregoing prohibitions after the execution of a Contract agreement.

35. TOWN NOT EMPLOYER

The Proponent agrees that The Corporation of the Town of New Tecumseth is not to be understood as the employer to any successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Proposal document. It is understood that the successful proponent will act as an independent contractor. Also, in accordance the "Occupational Health and Safety Act", the successful Proponent herewith agrees to be the "constructor" as defined under this Act.

36. INTELLECTUAL PROPERTY

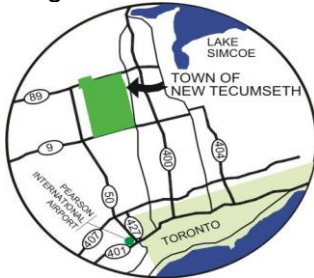
All information and data, in any form, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the consultant, its employees or agents during the performance of and/or pursuant to this work shall automatically become the property of the Town of New Tecumseth.

PART II

1. INTRODUCTION

1.1 The Town is located within Simcoe County north west of Toronto stretching from Highway 9 in the south to Highway 89 to the North. The Town was created in January 1991 and encompasses the former municipalities of the Town of Alliston, Villages of Beeton, Tottenham and Tecumseth Township.

1.2 Figure 1 – Location Map of the Town of New Tecumseth,



New Tecumseth is experiencing a steady rate of growth which is expected to continue in future years. The last Master Planning exercise for parks, recreation and culture services was completed in January 2009. The document has guided Council and staff over the past years to assist with planning, budgeting and service delivery. Additional plans and studies have been completed since 2009 to guide the development activities within the three urban centres of Alliston, Beeton and Tottenham. While these updates have provided guidance in the planning related to parks & open space, and facility requirements, they did not address overall service delivery needs, gaps in service, service levels, or general surveys of public satisfaction and emerging needs. With a growing, changing and diverse urban, rural and agricultural community, the Parks, Recreation and Culture department is undertaking a comprehensive planning exercise to update its Master Plan.

2 BACKGROUND AND CURRENT STATUS

The Parks, Recreation and Culture department currently includes the following municipal service areas:

- Parks, open spaces, sports fields and splash pad planning, development, maintenance, repairs and upgrades (parks development and construction is completed through agreements with developers to build the parks in subdivisions and funded by the Town through development charges).
- recreation facility planning, development, operation and maintenance (New Tecumseth Recreation Centre, Tottenham Community and Fitness Centre, Beeton Memorial Arena and Alliston Memorial Arena, Rotary Outdoor Pool)
- recreation and culture program planning, development and delivery (children, youth, adult, senior – in a wide variety of program areas including aquatics, fitness, active living, culture, summer camps, general interest, etc.)
- community development – working with community groups and organizations to enhance service delivery; volunteer development
- special event coordination, support and delivery

3 PROJECT OBJECTIVES, PRIORITIES AND DELIVERABLES FOR THIS RFP

The Objective of the study is to deliver a Parks, Recreation and Culture Masterplan that defines user needs and recommends what the Town should be providing, including level of service for parks, recreation, culture, heritage and facilities. The Masterplan will recommend the core and optional services for the Department, and identify issues and impacts on the Town of New Tecumseth as related to surrounding South Simcoe, King Township (North/West York Region), Mono and Orangeville (Dufferin County), and Caledon (north Peel Region) communities in particular:

The successful proponent will be required to:

- conduct a comprehensive review of past master plans and all associated planning studies completed since 2007
- provide the Town with a critical assessment of the number and types of recreation and parks facilities that are required to meet the future community needs
- review and assess the 2009 Leisure & Culture Master Plan in light of growth and development as well as current pressures on new municipal priorities
- identify parks, recreation and culture sector trends, as well as local, provincial and national legislation and regulations which will affect service delivery
- recommend core services which should be delivered directly by the department, services which should be considered optional based on available resources, services which should be delivered in partnership with others, and services which should be delivered directly by the not-for-profit and private sector
- identify service areas requiring further study, including a public consultation process that focuses on the specific service area
- review and ensure that current and future demographic community profile is considered in all recommendations
- ensure that recommendations comply with [Accessibility for Ontarians with Disabilities Act requirements](#), and include recommendations for making PRC services accessible
- identify the roles and opportunities that community committees and agencies play in enhancing services and building capacity for expanded services
- Align the PRC Master Plan with the Council's Corporate Strategic Plan, Mission and Vision Statements, Goals and Objectives when making recommendations related to services and service levels
- develop guidelines and prioritized recommendations to address service needs, service levels, park and facility space requirements, a service delivery model, roles and responsibilities, service standards and criteria
- review existing policies, refine, and identify further policies required to assist with implementation of the plan to address future community needs
- ensure that the Town's GIS mapping consolidates all inventories and databases related to parks, open space, facilities and programs
- develop a framework that sets out how programs and services are developed in terms of demand, and how programs and services are phased-out or not offered as a municipal service
- develop a framework to respond to special requests for the provision of additional services and facilities (non-traditional facilities, high-performance facilities, non-growth related facilities, new and emerging trends, etc.)
- develop performance measures to identify past and predict future trends, as well as evaluate and assess service delivery levels

- review and recommend an approach for the maintenance of sports facilities (soccer fields, tennis court, etc.) located on Simcoe County and Simcoe Muskoka Catholic District School Board lands
- establish a long term process for the acquisition of parks, open space and trails lands
- explore and recommend a network of recreation trails throughout the Town
- recommend new cultural initiatives and partnerships to provide current and future residents with a diverse range of arts and cultural related opportunities
- review the department's role related to historical and heritage research and recommend an approach to addressing community requests for information
- review and make recommendations on the department's approach to acquiring, maintaining and enhancing Town owned heritage properties
- review and make recommendations on the department's process in establishing significant or designated Heritage properties
- provide budget and cost estimates, as well as a matrix to support any recommendation made for new or revised programs as part of the Master Plan, to establish future year budgets, following the acceptance of the Master Plan by Council.

4 PROJECT GOVERNANCE AND ADMINISTRATION

- 4.1 Upon approval of the project by Town Council, the Director shall contact the firm, to arrange a meeting for the purpose of confirming the project and deliverables.
- 4.2 This project will be lead by the Director or designate on behalf of the Town. In addition, the firm may also receive direction from the Director's designate.
- 4.3 A Technical Advisory Committee of staff will assist in project management. Public Consultation will be required with elected officials, stakeholder groups, general public, as required (to be defined in work plan).
- 4.4 The Firm shall identify a project manager to act as the single contact person between the Firm and the Town, as well as an alternate project manager.
- 4.5 The Firm shall prepare their monthly invoices and submit to the Director who will review and make a recommendation for payment.
- 4.6 The Firm shall prepare and chair all project meetings for each project assignment as required, including preparing an agenda and preparing and distributing minutes of all project meetings.
- 4.7 The Firm shall maintain a hard copy and electronic file of all documents, materials, drawings and correspondence. The Firm shall provide an electronic copy of all documents, materials, drawings and correspondence at the completion of the project in a format acceptable to the Town and compatible to the Town's electronic systems. All drawings, materials, specifications etc. shall be handed over and become the property of the Town at the end of the project.

5 DETAIL PROJECT SCHEDULE

- 5.1 Timely completion of all project assignments is a priority for the Town.
- 5.2 The project will commence in the Fall of 2016 and, building on the public process, should be complete by the spring of 2017.
- 5.3 The schedules prepared by the Firm shall illustrate various tasks, time lines, deliverables required to complete the objectives of the project.

- 5.4 The schedule shall be discussed at the start up meeting and revised based on input from the Town. The Director shall identify timelines and anticipated completion dates.

With each submitted schedule, the Firm shall identify potential risks and measures to mitigate those risks that may impact the completion of the project assignment.

6 SCOPE

- 6.1 The purpose of the Parks, Recreation and Culture (PRC) Masterplan is to establish a collective community vision for parks, open spaces, facilities, recreation, sports and culture services in the Town of New Tecumseth, aligned with Council's:

Vision - *New Tecumseth will knit together all the diverse communities into a town that will maintain its small town character, and support our rural, urban and agriculture heritage.*

Mission – *The Town of New Tecumseth will support the community vision through accessible leadership, partnerships and well managed municipal services.*

This will include a comprehensive framework consisting of strategic directions, implementation strategies and policy implications. This document will build on the information already available in various plans and studies, including financial impacts, as outlined in approved budget forecasts and development charge background studies. Although the Masterplan should look at the long-term growth needs (to 2031), the plan will include an implementation schedule for a 5-year horizon for new and upgrade / expansion / replacement of existing assets.

7 FINAL REPORT

The consultant will be required to provide four (4) paper copies and a PDF version of a final report which includes the following:

8 INFORMATION AND SERVICES FROM TOWN

Additional plans and studies have been completed since 2009 to guide the development activities within the three urban centres of Alliston, Beeton and Tottenham:

Plans

- “Steps to the Future” Strategic Plan 2013-2018
- Strategic Plan Report card (October 2015)
- Asset Management Plan (November 2013)
- New Tecumseth Official Plan
- Community Improvement Plan (March 2012)
- Downtown Enhancement Master Plan (June 2009)
- Leisure & Culture Master Plan Update (January 2009)
- “Steps to the future” Strategic Plan 2013-2018

Secondary Plans

- Alliston Secondary Plan
- Beeton Secondary Plan
- Tottenham Secondary Plan
- Environmental Assessments

Studies

- New Tecumseth Growth Management Study
- Urban Design Guidelines (April 2002)

Reports

- Energy Conservation and Demand Management Plan & Reports
- New Tecumseth Opportunity Assessment

Policy documents

- User Fee Policy, Affiliation Policy, Space Allocation Policy, Financial Policies and documents, etc.

Copies of the above, as well as additional plans and studies, are available on the Town's website at <http://newtecumseth.ca/business/studies/>

9 INTENTION OF AWARD AND POTENTIAL FUTURE WORK

- 9.1 Depending upon the results and outcome of the deliverables of the project, expressed herein, additional related work may come into existence whereupon the Town reserves the right to either utilize the services of the firm for this additional work, subject to the successful firm's performance, funding availability and successful negotiation, or return to the market with a new proposal call document, when in the town's best interest.
- 9.2 Proceeding to any of the above stated work will also be dependent upon town Council's decisions in regard to approval of the project and its funding and approval of the project methodology.

10 OWNERSHIP AND COPYRIGHT

- 10.1 All materials, drawings reports, files, and information prepared, conceived or produced for the Town in response to this RFP shall be the sole property of the Town.
- 10.2 All materials, drawings, reports, files and information prepared, conceived or produced for the town, as part of the successful proponents services provided to the Town associated with this project, shall be the sole property of the Town.

SCHEDULE I

THE CORPORATION OF THE TOWN OF NEW TECUMSETH

REQUEST FOR PROPOSAL

P16-19

PARKS, RECREATION AND CULTURE – MASTER PLAN

PROPOSERS INFORMATION FORM

BIDDERS must complete this form and include with the Proposal Submission
Please ensure all information is legible.

1.	Company Name	
2.	Proponent's Main Contact Individual	
3.	Address (inc postal address)	
4.	Office Phone #	
5.	Toll Free #	
6.	Cellular #	
7.	Pager #	
8.	Fax #	
9.	e-mail address	
10.	Website	
11.	HST Account #	

Bidder/Vendor: _____ Date _____

Signature: _____

To The Corporation of the Town of New Tecumseth, Hereafter called the "Town":

I/WE _____ the undersigned declare:

1. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the Proposal proposed to be undertaken.
2. THAT this Proposal is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE represent that no member of the Council, and no officer or employee of the Town, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Proposal, or in the supplies, work or business in connection with the said Proposal, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
4. THAT the several matters stated in the said Proposal are in all respects true, accurate and complete.
5. THAT I/WE do hereby propose and offer to enter into an agreement to supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Proposal, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Proposal herein.
6. THAT additions or alterations to or deductions from the said Proposal, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Proposal and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
7. THAT this Proposal is irrevocable and open to acceptance until the formal Proposal is executed by the awarded Proponent for the said Work and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Town may at any time within that period without notice, accept this Proposal whether any other Proposal has been previously accepted or not.
8. THAT the awarding of the Proposal, by the Town is based on this submission, which shall be an acceptance of this Proposal.
9. THAT if the Proposal is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Proposal Document and to execute the agreement in triplicate within Seven (7) Working Days after notification of award. If I/WE fail to do so, the Town may accept the next lowest or any Proposal or to advertise for new Proposals, or to carry out completion of the works in any other way they deem best and I/WE also agree to pay to the Town the difference between this Proposal and any greater sum which the Town may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Proposals, and shall indemnify and save harmless the Town and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

10. THAT I/WE agree to save the Town, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Proposal of which the Proponent is not the patentee, assignee, or licensee.

11. The Proponent hereby accepts and agrees that the Addenda referred to in section 4, form an integral part this contract. Addenda must be signed and dated and submitted with proposal submission.

The undersigned affirms that he/she is duly authorized to execute this Proposal.

PROPONENT'S SIGNATURE AND SEAL: _____

POSITION: _____

WITNESS: _____

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE _____
(Town)

THIS _____ DAY OF _____ 2016.

PROPOSED PRICING SCHEDULE I

Parks, Recreation and Culture – Master Plan

I/We the undersigned, having carefully examined the request for proposal, including the sections included in this document and all Appendices, hereby agree to furnish all labour and materials to the satisfaction of the Town's Representative and in conformity with the said documents.

SUBMITTED BY: _____ (Company Name)

The Proponent shall include their total lump sum fee proposed, disbursements (transportation costs, reimbursable expenses) and pertinent taxes as shown on the Bid Form (Base Bid).

Base Bid

<i>Phase</i>	<i>Upset Limit</i>
<i>Update – Master Plan</i>	\$
<i>Disbursements</i>	\$
<i>SUBTOTAL</i>	\$
<i>HST at 13%</i>	\$
<i>TOTAL BASE BID AMOUNT</i>	\$

Per Diem Rate Schedule

Name	Project Role/Title	Per Diem Rate

SCHEDULE II

PROJECT TEAM MEMBERS

CONTACT NAME/TITLE	TELEPHONE/CELL	TYPE OF WORK

SCHEDULE III

REFERENCE FORM – EXISTING

Item	Proponent Response
Customer Reference #1 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Services Provided	
First Date of Business Relationship	
Total Cost	
Total Duration of Project	
Proponent's rationale for including the specific reference (e.g. similar in size to the Municipality)	
Customer Reference #2 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Services Provided	
First Date of Business Relationship	
Total Cost	
Total Duration of Project	
Proponent's rationale for including the specific reference (e.g. similar in size to the Municipality)	
Customer Reference #3 – Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Services Provided	
First Date of Business Relationship	
Total Cost	
Total Duration of Project	
Proponent's rationale for including the specific reference (e.g., similar in size to the Municipality)	

REFERENCE FORM – PRIOR

Item	Proponent Response
Customer Reference #1 – Prior	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services provided by the Proponent	
First date of business relationship with Proponent	
Go Live Date	
Basis for which reference is no longer a Client of Proponent	
Customer Reference #2 – Prior	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services provided by Proponent	
First date of business relationship with Proponent	
Go Live Date	
Basis for which reference is no longer a Client of Proponent	

AGREEMENT

(SAMPLE - AGREEMENT FOR CONSULTING SERVICES)

THIS AGREEMENT dated the ___ day of _____

BETWEEN:

THE CORPORATION OF THE TOWN OF NEW TECUMSETH

(hereinafter called the "Town")

-and-

(hereinafter called "_____")

WHEREAS the Town issued RFP _____ seeking proposals for consulting services in respect of _____;

AND WHEREAS Council approved retaining the services of _____ to undertake consulting services as detailed in RFP _____ for the Town for a period of _____ years, in accordance with their Proposal dated _____;

AND WHEREAS Council enacted By-law _____ to authorize the execution of an agreement between the Town and _____ pursuant to the award of the RFP;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and obligations herein contained, it is agreed by and between the parties hereto as follows:

1. _____ shall execute and perform the consulting services to the Town in a thoroughly professional manner in strict accordance with the provisions of this Agreement, RFP _____ and the Proposal submitted by _____ dated _____ (hereinafter called "_____ Proposal"). _____ will carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in the documents referred to herein to be carried out, performed, observed and fulfilled by the successful proponent to the same extent and as fully as if each of them was set out and specifically repeated herein.

2. Both RFP _____ and the _____ Proposal attached as Schedules “1” and “2” hereto are hereby incorporated into and form part of this agreement.
3. _____ shall indemnify and save harmless the Town and each of its officers, employees, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Town, its officers, servants and agents and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Town, its officers, servants and agents by reason of or on account, or in consequence of the execution and performance of the provision of the services provided for in this agreement or of the non-execution or imperfect execution thereof.
4. _____ shall not divulge any specific information, communicated to or acquired by _____, or disclosed by the Town in the course of carrying out the services provided for herein and identified by the Town as being confidential. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to _____ by a third party without obligation of confidentiality, which is independently developed by _____ without access to the Town’s information, or which is required to be disclosed by law or by court order. No such information shall be used by _____ on any other project without the Town’s prior written approval.
5. At any time while this Agreement and any of its provisions are in force, should any dispute, difference of opinion or question arise among the Parties hereto touching on this Agreement or any part thereof, which cannot be resolved by the provisions hereof or by the agreement of the Parties, then such dispute, difference of opinion or question shall be settled by a method of alternative dispute resolution as agreed to by the Parties, failing which the matter shall be resolved by arbitration, provided that if the Parties cannot otherwise agree as to the procedure, the *Arbitrations Act* shall apply, and the costs of resolving such matter shall be borne by the Parties in their proportionate shares. The provisions of this paragraph shall survive and extend beyond the closing of this transaction.
6. This Agreement expresses the entire agreement among the Parties with respect to all matters and its execution has not been induced by, nor do any of the Parties rely upon or regard as material any representations or warranties whatsoever not incorporated herein and made part hereof and shall not be amended, altered or qualified except by a memorandum in writing signed by all the Parties and any amendments, alterations or qualifications shall be null and void and shall not be binding upon any Party who has not given its consent as aforesaid.
7. All notices, demands, requests, acceptances and other communications (communications) required or permitted to be given hereunder shall be sufficiently given by one Party to the others in writing by registered mail, postage prepaid, or by facsimile transmission, or by personal service, addressed to such other Party or delivered to such other Party as follows:

To the Town: The Town of New Tecumseth
 10 Wellington Street, East
 Alliston, ON L9R 1A1

Attention: The Clerk

To _____: _____

Attention:

Or at such addresses or facsimile numbers as may be given by either of them to the others in writing from time to time, and such communications shall be deemed to be received when delivered, or if mailed, forty-eight (48) hours after mailing (excluding Saturdays, Sundays and legal holidays); or on the next business day if sent by facsimile transmission; provided that if regular mail service shall be interrupted by strikes or other irregularities, then such communications shall be deemed to have been received on the fourth (4th) business day following the resumption of normal mail service.

- 8. Neither party may assign this Agreement without the prior consent in writing of the other.
- 9. If any provisions of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 10. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals as appropriate attested to by the hands of their proper signing officers in that behalf.

SIGNED, SEALED & DELIVERED

IN THE PRESENCE OF

**THE CORPORATION OF THE
TOWN OF NEW TECUMSETH**

Rick Milne, Mayor

Cindy Anne Maher, Clerk

Authorized signing officer

SUBMISSION LABEL

From: _____

Contact: _____
Telephone: _____

Deliver to:
The Corporation of The Town of New Tecumseth
ATTN: Lori Archibald, Senior Buyer
10 Wellington Street East
Alliston, ON L9R 1A1

SEALED BID:

No.	P16-19	Date & Time Received	
Description	Parks, Recreation & Culture – Master Plan	Received By:	
Closing Date	Thursday, October 6th, 2016		
Closing Time	2:00 p.m.		
THIS PAGE TO BE INCLUDED WITH THE PROPOSAL SUBMISSION			