



**CS-2019-05 REQUEST FOR PROPOSALS
RECREATION MASTER PLAN FOR TOWNSHIP OF
DRUMMOND/NORTH ELMSLEY TOWNSHIP, TAY
VALLEY TOWNSHIP AND THE TOWN OF PERTH**

**DUE:
11:00 am (Local Time)
WEDNESDAY, MAY 22ND, 2019**

Deliver To:

(and have delivery acknowledged)

**Shannon Baillon
Director of Community Services, Town of Perth
80 Gore Street East, Perth, Ontario
K7H 3C6
Email: sbaillon@perth.ca**

**Tel: 613-267-3311 Ext 2227
Website: www.perth.ca/bidsandtenders
www.tayvalleytwp.ca/en/municipal-government/tenders.asp
www.dnetownship.ca/doing-business/bids-and-tenders**

1.0 – INFORMATION FOR VENDORS

1.1 OVERVIEW

This Recreation Master Plan will cover the neighbouring municipalities of the Township of Drummond/North Elmsley, Tay Valley Township, and the Town of Perth. These three municipalities have a history of collaboration in recreation through cost sharing agreements with the three main recreation facilities in the Town of Perth. The entire area has several major trails running through it, such as the Trans Canada Trail, the Rideau Trail, and the Glen Tay to Havelock Trail, as well as numerous pristine lakes and rivers.

Recreation is a very important part of life in all three municipalities. With aging infrastructure and changing demographics, the three municipalities recognize the need for an overall recreation plan to assist in prioritizing investments to best suit the recreation needs of our community while continuing to be fiscally responsible.

Drummond/North Elmsley (DNE) stretches to the east and north of Perth, covers 366 km², and has a population of 7773 residents. It includes an impressive section of the Rideau Canal and the Tay Canal that runs between the Rideau Canal and the Town of Perth. DNE is home to 1 community halls, Beveridges Locks (part of the Rideau Canal lock system), Fergusons Falls boat launch, a conservation area overlooking the Town of Westport, a bird sanctuary, a wildlife reserve, a fully operational Drive-In, a Conservation area on the Big Rideau lake, and a beautiful set of public docks in the village of Rideau Ferry.

Tay Valley Township borders Perth to the west, covers 550 km², and has a population of 5,665 residents and increases by one-third in the summer months. Tay Valley is nationally known as a centre of artistic excellence and many people visit and live in Tay Valley to enjoy the many natural lakes and rivers. Tay Valley Township is home to 2 Provincial parks, the Maberly Agricultural Fairgrounds, several community forests, 2 community halls, 2 outdoor public swimming areas, 3 playgrounds, 4 ball diamonds, 2 outdoor ice rinks, a tennis court, boat launch, and has a fully accessible trail along a section of the Tay River, among many other water access points. Tay Valley Township also operates the following recreation and leisure programs: hockey, soccer, karate, cycling, an orchestra and a choir.

Heritage Perth is beautifully situated along the Tay River in Lanark County and is home to approximately 5930 residents. It is very well known for its heritage buildings and picturesque downtown. Perth is home to a single pad arena, a 6-lane 25 metre indoor pool, an outdoor recreation complex with 5 ball diamonds, 3 soccer fields, 4 tennis courts, 3 basketball courts, a splash pad, a playground, a skateboard park, and an outdoor ice skating rink. There are several sections of recreational trails along the Tay River that runs through the middle of the town. Recreation programming is run by the Town of Perth at the indoor pool. All programming at the arena and the outdoor recreation complex is run by individual user groups.

Township of Drummond/North Elmsley, Tay Valley Township, and the Town of Perth are seeking proposals from vendors for the development of a combined Recreation Master Plan. Prospective Vendors must familiarize themselves with all aspects of the work needed for this RFP. Further information regarding the scope of work is contained in Section Three of this document.

1.2 **CLOSING DATE AND SUBMISSION REQUIREMENTS**

Submissions, sealed in an envelope, with three (3) copies of the Proposal Package included, clearly marked with the return address label (attached), will be received at the front counter at the Perth Town Hall 80 Gore Street East, Perth, ON, K7H 1H9 until:

11:00 am LOCAL TIME – MAY 22nd, 2019

- **Late proposals will NOT be accepted and will be returned unopened to the Vendor, no exceptions.**
- Facsimile (fax) responses for this Request for Proposals will **NOT** be accepted.
- Delivery of Proposals by a courier service shall be the responsibility of the Vendor and will be rejected if the envelope/package is delivered to a location other than which is stated in the document and the envelope/package fails to be delivered to the Town of Perth prior to the closing date and time.
- Proposals must be signed by the person authorized to sign on behalf of the Vendor and bind the Vendor to statements made in the response to this Request for Proposals.
- **Three (3) complete copies of the Proposal Package must be submitted as part of the Request for Proposals process.**
- The terms and conditions of this Request for Proposals offer shall remain firm and open for acceptance by the Town of Perth for a period of ninety (90) days.
- The Vendor must agree to abide by all the clauses and conditions laid out in this document and the successful Vendor's accepted Request for Proposal.
- Township of Drummond/North Elmsley, Tay Valley Township, and the Town of Perth (hereafter referenced as "The Municipalities") accept no liability for the costs and expenses incurred by the Vendor.
- The Vendor shall be solely responsible for the delivery of their Request for Proposals in the manner and time prescribed.
- The Municipalities reserve the right to:
 1. cancel the Request for Proposals call and not accept any Proposal at all and/or re-issue the Request for Proposals in its original or revised form;
 2. cancel the Request for Proposals call and not accept any Proposal at all if the costs exceed the budget amount;
 3. reject any Proposal that fails to comply with the response requirements. Adherence to the response requirements is required to ensure an effective evaluation of all proposals.
- The lowest or any Proposal will not necessarily be accepted.

- The Municipalities may select one or more vendors from those Requests for Proposals received for an interview/presentation session prior to making a final selection.
- If required, presentations will be scheduled the week of May 27th, 2019.

1.3 VENDOR TEAM/SUB-CONTRACTOR ARRANGEMENTS

Vendor team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost and delivery for the services required by the three municipalities. They will recognize the integrity and validity of Vendor team arrangements provided that:

- the arrangements are identified, and relationships are fully disclosed, and,
- a prime Vendor is designated which will be fully responsible for all contract performance.
- reference Appendix 'C'

1.4 DELIVERABLES

Vendors proposals in response to the RFP will be incorporated into the final agreement between the Town of Perth and the selected Vendor. Vendor proposals must be in two separate envelopes. The first envelope shall contain Appendix A, B, C, D, E, F, G, with Appendix H on the outside of the envelope. The second envelope shall contain Appendix I with another copy of Appendix H on the outside of the envelope.

1.4.1 Approach

This section will present a synopsis of the Vendor's response to the RFP. It should generally describe the approach to the various aspects of the work. (Appendix 'A')

1.4.2 Project Timeline

This section should detail the various tasks and deliverables of the project and relate them to a project timeline. A listing of the steps to complete the work described in Section 3 should be included along with the timeline. (Appendix 'B')

1.4.3 Vendor Teams/Sub-Contractors

Identify and list the Vendor team members including sub-contractor relationships in Appendix 'C'.

1.4.4 Addenda Acknowledgement

Acknowledge and include signed copies of all Addenda, attached as Appendix 'D'.

1.4.5 Declaration

Vendors must complete the Declaration form, attached as Appendix 'E'.

1.4.6 Vendor's References

Vendors must complete the Vendor's References form, attached as Appendix 'F'

1.4.7 Vendor Checklist

The Vendor checklist should be used to ensure that all required documents have been included in the RFP submission, attached as Appendix 'G'.

1.4.8 Return Address Label

Affix the label to the front of the Vendor's sealed proposal, attached as Appendix 'H'.

1.4.9 Representation, Warranty and Acknowledgement Regarding Integrated Accessibility Standards Regulations

The Vendor must comply with these regulations and sign Appendix 'I'.

1.4.10 Price and (to be submitted in a separate envelope)

The Vendor must provide a breakdown of related costs as required in Appendix 'I'. Pricing must include all incidental costs.

NOTE:

1. Failure to include the response requirements listed above may result in your proposal being disqualified.

1.5 EVALUATION FACTORS FOR AWARD

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration to the chart below. Evaluation of proposals will be based upon the Vendor's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

Proposed Approach <ul style="list-style-type: none">• Proposed scope, approach and work plan to this project.• Detailed project timeline	30%
Experience and Qualifications <ul style="list-style-type: none">• Vendor's past history of successfully providing similar services, recent projects and customer references• Vendor's capability, the depth/strength of its organizational structure, and the qualifications of individual team members.	25%
Professional fees <ul style="list-style-type: none">• Pricing to include but not limited to, mileage, disbursements, and travel time along with all works as described within the RFP document.	40%
Overall Impression <ul style="list-style-type: none">• The overall quality, depth and completeness of the proposal.	5%

1.6 QUESTIONS / DISCREPANCIES

- Vendors who find any discrepancies or omissions in this RFP, or who have any doubt as to the intent or meaning of anything contained therein, shall direct questions, in writing (by e-mail), to the following:

Shannon Baillon
Director of Community Services, Town of Perth
Email: sbaillon@perth.ca

- All questions/discrepancies identified must be sent to the Town of Perth at least five (5) business days prior to the proposal due date (11:00 am, 15 May 2019).
- Copies of all questions and answers and any addenda will be sent to each vendor no later than three (3) business days prior to the proposal due date (11:00 am, 22 May 2019).
- To receive addenda you must register your intent to submit and contact information with the contact listed on the cover page.
- Only formal written responses to properly submitted questions will be binding on the Town of Perth.
- All responses by the Town of Perth (addenda) must form part of the Request for Proposals submission by the vendor.

1.7 ADDENDA

Vendors may be advised by addenda, of required additions, deletions or alterations in the requirements of the Request for Proposals documents. All such changes shall become an integral part of the Request for Proposals documents and shall be allowed for in arriving at the total submission price. Vendors shall insert and state on the Addenda Acknowledgement Form (Appendix 'D'), in the space provided, any addenda received by them during the Request for Proposals period.

1.8 REQUEST FOR PROPOSALS / PROJECT SCHEDULE

The schedule for this Request for Proposals is as follows:

Event	Date
RFP distribution to Vendors	April 29, 2019
Last date for questions	May 15, 2019 11:00 am
Proposal due date	May 22, 2019 11:00 am
Target date for review of proposals	May 25, 2019
Target date for contract award	May 28, 2019
Target date for project start	June 1, 2019
Target date for project complete	December 1, 2019

1.9 PUBLIC OPENING

All submissions, excluding Appendix 'I', will be opened at the Perth Town Hall at 80 Gore Street East, Perth, Ontario, on the same day and time as the closing date. This opening will be available for public attendance. All submissions will be deemed to be public documents and subject to public information requests.

2.0 - GENERAL CONDITIONS

The following section forms an integral part of this Request for Proposals and must be considered in completing a response to this Request for Proposals.

The Vendor must agree to abide by all the clauses and conditions laid out in this Request for Proposals.

2.1 DEFINITIONS

Wherever the word "**Owner**" is used in these documents, it shall mean the three municipalities.

Whenever the word "**Request for Proposals**" is used, it shall mean and include the agreement to do the work entered into with the Owner, the Information for Vendors, General Conditions, Scope of Work / Special Provisions, Form of Submission, the Request for Proposals and other documents referred to or connected with the said Request for Proposals.

Whenever the word "**Vendor**" is used it shall mean the individual, firm, company or corporation who has undertaken to carry out this Contract.

Whenever the words "**Successful Vendor**", or "**Contractor**" are used it shall mean the individual, firm, company or corporation whom a contract is awarded to.

Whenever the singular or masculine is used in this document, it should be considered as if the plural or feminine has been used where the context so requires.

2.2 WITHDRAWAL

A Submission may be withdrawn at any time prior to the closing date and time at the Vendor's discretion. Withdrawal notification must be in written form, signed, and must be submitted to Shannon Baillon, Director of Community Services email: sbaillon@perth.ca . No Facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

2.3 AWARD OF CONTRACT

The award of this contract may be subject to approval by the individual Councils of the three municipalities.

2.4 INSURANCE

2.4.1 COMPREHENSIVE GENERAL

The successful vendor shall, at their expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to The Municipalities, including the following:

- i. Issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate for any negligent acts or omissions by the vendor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal & advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employer's liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.
- ii. The Municipalities shall be named as an additional insured;
- iii. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the municipality.

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

Indemnity

The successful vendor agrees to fully indemnify and hold harmless The Municipalities from and against all suits, judgments, claims, demands, expenses including reasonable legal fees, actions, causes of action and losses of any kind and for any and all liability which the municipality may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement occasioned wholly or in part by any negligent act or omission whether willful or otherwise by the vendor, their agents, officers, employees or other persons for whom the vendor is legally responsible, unless such losses are caused solely by the municipality's own negligence or misconduct.

The policies shown above shall not be cancelled unless the Insurer notifies The Municipalities in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the municipality.

2.4.2 PROOF OF INSURANCE

The successful Vendor shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the municipality with evidence of coverage as noted above.

2.4.3 WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful Vendor must be covered by WSIB and is required to provide a valid WSIB certificate for the duration of the contract.

2.5 ASSIGNMENTS AND SUB-CONTRACTORS

The successful vendor shall not assign, transfer or sublet this contract or any part thereof without the written consent of the Owner. This contract and everything therein contained shall be binding upon the parties hereto, their respective successors and assigns.

If the services proposed by the vendor include the use of sub-contractors, they must be identified. The vendor will assume full responsibility for any services provided by any sub-contractor. Vendors shall indicate and state on the Price Submission Form all sub-contractors doing work on this project.

2.6 INTERPRETATION

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the Owner shall be final. The Owner will be represented by the Director of Community Services.

2.7 VERBAL ARRANGEMENT

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. The successful vendor must produce written authority in support of their contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the Owner, or in prosecuting any claim against the Owner.

2.8 DOCUMENT REQUIREMENTS AT TIME OF CONTRACT EXECUTION

General

Subject to an award of the Proposal, the successful Vendor is required to submit the following documentation in a form satisfactory to the Owner for execution within ten (10) working days after being notified to do so:

- a) Insurance documents listing all coverages and amounts as indicated.
- b) Workplace Safety and Insurance Board (WSIB) Clearance Certificate.

2.9 AGREEMENT

Should the Vendor's submission be acceptable to the Owner, then the Vendor shall enter into an agreement with the Owner. The form of Agreement shall be the sample Agreement as attached in this Request for Proposals document as Appendix 'J'.

2.10 PRICE AND TAXES

All prices submitted shall be FIRM and shall include, without limitation, all required labour, materials, tools, supplies, equipment and other services as described herein and elsewhere in this document. The quoted prices must clearly show the Harmonized Sales Tax (HST) as a separate item.

The price shown on the Price Submission Form must be fixed. All costs incurred by the Vendor in carrying out research, investigation or otherwise as may be necessary for the preparation of a response to this Request for Proposals, shall be borne by the Vendor and will not be chargeable in any way to the Town of Perth.

2.11 APPROVALS

Unless specifically stated in the Request for Proposals documents, the Vendor shall obtain and pay the fees for all services (

2.12 WARRANTY

The Vendor shall correct at their own expense, any defects in the service. Further, the Vendor shall provide a name and cellphone of the assigned personnel that will affect this warranty.

2.13 NON-PERFORMANCE

The Owner reserves the right to withhold any payment in the event of non-performance. The Owner will give reasonable notice in writing prior to taking such action unless the non-performance prejudices the successful completion of the election.

2.14 DISQUALIFICATION OF VENDOR

A Vendor offering products/services to the three municipalities certifies that it has not communicated directly or indirectly their Request for Proposals to any competitor or any other person engaged in such line of business. Any or all submissions may be rejected if the Owner believes that collusion exists among the Vendors. Submissions in which the prices are obviously unbalanced may be rejected.

2.15 INCOMPLETE PROPOSALS

Responses to this Request for Proposals, which do not, in the sole opinion of the Owner, adequately address all the requirements listed in this Request for Proposals, may result in a request for clarification to the Vendor or be rejected outright, at the discretion of the Owner.

2.16 FREEDOM OF INFORMATION

Any personal information collected by or on behalf of the three municipalities under this Request for Proposals is subject to the Municipal Freedom of Information and Protection of Privacy Act. The information provided to the three municipalities may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the three municipalities' decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Town of Perth.

2.17 TERMINATION

The Owner may terminate the agreement for breach of contract with thirty (30) days' notice

in writing to the other party. The Owner may terminate the contract if the successful Vendor does not fulfill any part of the terms and conditions or requirements of the agreement.

In case the Vendor defaults or delays in executing the work satisfactorily, the Owner may give notice to the Vendor in writing that the Vendor has made such default. Should the Vendor fail to remedy satisfactorily such defaults without delay, or should the Vendor become insolvent or abandon the work or otherwise fail to observe the provisions of the agreement, then and in any part of such cases, the Owner may immediately take the work or portions thereof out of the Vendor's hands and employ person or persons such as he may see fit to complete the work so taken over. In any case, the Vendor shall be chargeable with and remains liable for all loss or damage, which may be suffered by the Owner by reason of such default.

2.18 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

The municipalities are committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities, and is bound by the Accessibility Standards Regulations made under the Accessibility for Ontarians with Disabilities Act, 2005. These Standards apply to designated public sector and private sectors organizations that provide goods and services to the public, or participate in the developing of policies.

Compliance with the Accessible Customer Service Standard

Pursuant to Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005 (the "Act"), the Consultant shall ensure that all of their employees, agents, volunteers or others for whom they are responsible, receive training about the provision of goods and services provided to people with disabilities.

The Consultant shall submit, within ten (1) days of notification of award, the completed Appendix 'I' "**Representation, warranty and acknowledgement regarding integrated accessibility standards regulations**" providing his/her representation, warranty and acknowledgement that his/her employees, agents and volunteers or others, will have completed training in the Integrated Accessibility Standards.

If the Consultant does not provide the completed Appendix 'I' as requested herein, the RFP will be awarded to the next qualified Proponent.

Compliance with the Information and Communication Standard

The completed Recreation Master Plan must take into consideration the Information and Communication Standard and incorporate the following best practices:

- Use clear plain language
- Think of your intended audience and use terms they will understand; explain the meaning of technical terms, unavoidable jargon and acronyms
- Use correct punctuation
- Use a clear plain font; non-serif fonts like Arial are preferable
- Avoid using a small font size; if using Arial font, use point 12 as a minimum; if using any other font, find a point size equal to Arial 12; for example Verdana point 11

- Use left alignment for all text; justified and centered alignment should be avoided
- Break text up using bullet points and white-space between paragraphs
- Avoid italicizing words
- Avoid blocks of text in italics, underlining or uppercase
- Provide alternative text for all non-text elements such as pictures, graphs and charts
- Ensure good contrast between text and background
- Do not put text over pictures
- Print on a matte paper to avoid glare caused by some glossy papers

3.0 – SCOPE OF WORK & SPECIAL PROVISIONS

3.1 SCOPE OF WORK FOR RECREATION MASTER PLAN – PERTH TVT & DNE

Township of Drummond/North Elmsley, Tay Valley Township, and the Town of Perth are issuing this Request for Proposals (RFP) to obtain a creative and innovative approach to a Recreation Master Plan that covers all three municipalities. The outcome of this process must be a clear action plan that will lead the municipalities in the development of future recreational infrastructure and services.

3.1.1 Purpose

The purpose of the Recreation Master Plan is to review the existing recreation services and facilities and to provide an action plan that directs future development in a fiscally responsible and sustainable manner.

3.1.2 Overall Objectives

The overall objectives of the Recreation Master Plan are to:

- Determine the role of the municipalities in the management and development of parks, recreation, programs, cultural and leisure services and facilities including trails, beaches, boardwalks etc.;
- Determine community priorities for the provision of recreation opportunities and services;
- Provide an implementation plan containing short, medium, and long term actions for capital improvements of existing facilities and new construction along with general cost estimates;
- Provide recommendations for partnerships and funding strategies; and,
- Consider the principles of sustainability (relating to climate change and overall operations), access for all(physical, transportation, all ages, minorities and financial), active living, and connections to nature.

3.1.3 Approach

Phase 1 – Collection of Information

This phase consists of:

- Collecting and analyzing data on local demographics and how they relate to recreation;
- Collecting and analyzing data on local, provincial and national recreation trends;
- Creating a detailed inventory of all existing recreation facilities and assets including parks, open spaces, and trails;
- Review existing municipal plans such as the Official Plan, Transportation Master Plan, Active Transportation Plan and any other relevant official documents.
- Identifying and prioritizing the diverse recreational needs and wants of the community and user groups through surveys, public meetings, or other methods, and;
- Understanding the current municipal delivery model of recreation services by all 3 municipalities and reviewing the capacity of the municipalities and its partners to implement improvements while considering budget constraints.
- Identifying gaps and opportunities for the provision of facilities, programs and services

The deliverable for Phase 1 is one joint report presented to all three Councils at one meeting providing the analysis of all the data and information collected.

Phase 2 – Creation of Implementation Plan

This phase consists of:

- Drafting the Recreation Master Plan considering Phase 1 data and all of the Overall Objectives,
- Developing the short, medium and long term implementation plan and; class D cost estimates
- Obtaining input from the community on the draft Recreation Master Plan through public meeting(s) or other methods.

The deliverable for Phase 2 is one joint report presented to all three Councils at one meeting containing the Draft Recreation Master Plan.

Phase 3 – Final Approved Recreation Master Plan

This phase consists of:

- Implementing all final changes to the draft Recreation Master Plan.

The deliverable for Phase 3 is a presentation to each of the 3 three Councils recommending the final Recreation Master Plan.

3.2 PROJECT REPRESENTATIVE

The Town's Project Manager for this project is Shannon Baillon, Director of Community Services (see Section 1.6 for contact information).

3.3 SCHEDULE OF MEETINGS

After the RFP has been awarded, a meeting schedule will be arranged between the chosen Vendor and the Municipal representative(s) to determine delivery and work schedules and progress reporting requirements. The chosen Vendor should expect several face-to-face meetings with the municipalities throughout the project.

3.4 FINAL REVIEW – PROJECT COMPLETION

The Vendor shall notify the Project Representative in writing when, in the Vendor's opinion, the work has been substantially performed. Any deficiencies, errors, omissions identified by municipal staff will be addressed in a timely manner. Final payment for the project will be made upon staff being satisfied that the Recreation Master Plan has been completed as described in this RFP.

APPENDIX 'A'
APPROACH – (Reference 1.4.1)

APPROACH DESCRIPTION

1. Phase 1 – Collection of Information

2. Phase 2 – Creation of Implementation Plan

3. Phase 3 – Finalization of Complete Recreation Master Plan

APPENDIX 'D'
ADDENDA ACKNOWLEDGEMENT – (Reference 1.4.4)

ADDENDA

I have received and allowed for Addenda number(s) _____ in preparing my RFP.

I have included signed copies of all Addenda with this submission

Company Name

Signature

Print Name

Title

APPENDIX 'E'
DECLARATION – (Reference 1.4.5)
(TO BE SIGNED AND SUBMITTED WITH PROPOSAL)

THIS PROPOSAL IS SUBMITTED BY: _____

TO THE TOWN OF PERTH

1. I, _____ of _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached below has any interest in this submission or in the contract proposed to be taken.

2. **I FURTHER DECLARE** that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Submission for the same project and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no, Employee of the Town of Perth, Elected Officials, other than the person(s) shown on the Form of Proposals, is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that the several matters stated in the said Submission are in all respects true.

5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposals document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services, and system mentioned for the municipal election for the prices stated on the Price Submission Form.

6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Vendor for the said project OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Owner may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.

8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposals by the Owner shall be an acceptance of this Proposal.

9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Owner shall be at liberty to advertise for new Request for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Owner the difference between this Request for Proposals and any greater sum which the said Owner 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 Request for Proposals; and to indemnify and save harmless the said Owner and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

(COMPANY NAME)

_____/_____
(PRINT NAME) (SIGNATURE)

(ADDRESS)

(TITLE)

(WITNESS)

(POSTAL CODE)

(DATED)

APPENDIX 'F'
VENDOR'S REFERENCES – (Reference 1.4.6)

Name of Vendor's Company: _____

Please provide at minimum, three (3) references of similar service completed since January 1, 2015. The references must be, at minimum, equal in size, complexity and requirements outlined in this proposal.

References will be contacted at the sole discretion of the municipality. The municipality reserves the right, at its sole discretion; to investigate other than listed references.

NAME OF CLIENT	CONTACT NAME & PHONE NUMBER	DESCRIPTION OF PROJECT INCLUDING EXAMPLE OF FINAL REPORT

Note: The Vendor may provide additional information relevant to their experience and past projects.

These references have been submitted by:

(NAME)

(SIGNATURE)

(TITLE)

APPENDIX 'G' VENDOR'S CHECKLIST

This checklist is provided for the convenience of the Vendor to ensure that all required documents have been completed and enclosed in the Submission envelope in this order.

Please check (√) the items required and return with your Submission.

- Approach (Appendix 'A')
- Project Timeline (Appendix 'B')
- Vendor Teams/Sub-contractors Form (Appendix 'C')
- Addenda Acknowledgement Form (Appendix 'D')
- Signed and witnessed Declaration (Appendix 'E')
- Signed and completed Vendor's References (Appendix 'F')
- Return Address Label affixed to the front of each sealed envelope of your submission (Appendix 'H')
- Representation, Warranty and Acknowledgement Regarding Integrated Accessibility Standards (Appendix 'I')
- Signed and completed Price Submission Form (Appendix 'J') **Submitted in a separate envelope**

Future Requirements (Post Project Award)

- Workplace Safety and Insurance Board (WSIB) Clearance Certificate (required prior to execution of contract).
- Insurance Certificate (required prior to execution of contract).
- Contract execution.
- Warranty information.

APPENDIX 'H' - Return Address Label (Please affix this page to the front of your sealed envelope.)

FROM: _____

Contact: _____

DELIVER TO:

**Shannon Baillon
Director of Community Services
80 Gore Street East
Perth, Ontario, K7H 3C6
Email: sbaillon@perth.ca**

REQUEST FOR PROPOSALS - SEALED PROPOSAL

Description: Recreation Master Plan for the Town of Perth, Tay Valley
Township, and Township of Drummond/North Elmsley
Closing Date: Wednesday, May 22, 2019 @ 11:00 am (local time)

Late Submissions will **NOT** be accepted – **NO EXCEPTIONS!**

Receiving Staff Use ONLY

Date & Time Received:

Staff Initial: _____

APPENDIX 'I'
REPRESENTATION, WARRANTY AND ACKNOWLEDGEMENT
REGARDING INTEGRATED ACCESSIBILITY STANDARDS

(Insert Company Name) _____

Hereby represents and warrants that:

1. My/Our employees, agents, volunteers or others, for whom I/we are responsible, including myself will have successfully completed Integrated Accessibility Standards Regulations prior to commencement of the Work on behalf of the Municipalities, in accordance with the award of Recreation Master Plan.
2. The Accessible Customer Service Standard Training provided will encompass the following training content:
 - a. A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;
 - b. How to interact and communicate with people with various types of disability
 - c. How to interact with people with disabilities who use an assistive device, service animal or a support person;
 - d. How to use the equipment or assistive devices available on Township premises that are otherwise provided that may help with the provision of goods or services to people with disabilities;
 - e. What to do if a person with a particular type of disability is having difficulty accessing the Township's goods or services; and the Township's accessible customer service policies, procedures and practices governing the provision of goods or services to people with disabilities.

Pursuant to Section 7 of **Ontario Regulation 191/11**, Integrated Accessibility Standards ("IAS") made under the AODA, the Successful Bidder shall ensure that in addition to himself/herself, any of his/her employees, agents, volunteers, or others for whom he/she are responsible for that are working on this contract, will complete training, including training on the requirements in the IAS, highlighting the accessibility standards for Information and Communication, and a review of the Human Rights Code as it pertains to persons with disabilities and understanding the differences between the Human Rights Code and the IAS.

The Successful Bidder shall submit to the Municipalities, if requested, documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training. A record of the dates on which training was provided, complete with the names of the attendees, shall be included in the documentation.

The Municipalities reserve the right to require the Successful Bidder, at the Successful Bidder's expense, to amend his/her accessibility training policies, practices and procedures, if the Township deems them to not be in compliance with the requirements of the AODA.

The successful Bidder/Proponent shall only assign the employees who have successfully completed accessibility training, to provide services on behalf of the Township.

Available Resources

The following resources are available to the Bidder/Proponent:

Drummond/North Elmsley Township: www.dnetownship.ca

Town of Perth <https://www.perth.ca/en/explore-perth/Accessibility.aspx>

Tay Valley Township <http://www.tayvalleytwp.ca/en/municipal-government/Accessibility.asp>

The Ministry of Community and Social Services website with resources to assist public and private sector organizations in complying with the Accessibility Standards:

www.mcass.gov.on.ca/en/mcass/programs/accessibility/index.aspx

Customer Service e-learning training module entitled “Serve-Ability”, produced by the Ministry of Community and Social Services:

www.mcass.gov.on.ca/en/serve-ability/index.aspx

Integrated Accessibility Standards Regulation training, developed by Curriculum Services Canada:

www.accessforward.ca

Human Rights Code training, developed by the Ontario Human Rights Commission

www.ohrc.on.ca/en/learning/ohrc-elearning-your-elearning-source-human-rights

Acknowledgement

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Municipalities and as such I/We solemnly provide this representation and warranty as if it was given under oath.

Company Name

Signature(s)

Print Name

Print Title

Signature(s)

Print Name

Print Title

Date

I/We Have the Authority to Bind the Company

APPENDIX 'J'
PRICE SUBMISSION FORM – (Reference 1.4.9)

I, the undersigned, have carefully read and examined the entire set of Request for Proposals document and understand the requirements to be met under this contract. I, for the prices set forth in this Submission, hereby offer to provide consulting services to create a Recreation Master Plan for the Town of Perth, Tay Valley Township and the Township of Drummond/North Elmsley, at the following prices:

To be submitted in a separate envelope.

	<u>PRICE</u>	<u>HST</u>	<u>TOTAL</u>
Phase 1	\$	\$	\$
Phase 2	\$	\$	\$
Phase 3	\$	\$	\$
TOTAL			\$

I have received and understand the requirements of this document and submit this list of Vendor Teams/Sub-contractors and costing.

 Company Name

 Signature

 Print Name

 Title

 Street Address

 Province

 Postal Code

 Telephone No.

 Fax No.

 Date

APPENDIX "J"



**DRUMMOND/NORTH ELMSLEY TOWNSHIP, TAY VALLEY TOWNSHIP,
CORPORATION OF THE TOWN OF PERTH**

AGREEMENT

This Agreement made in quadruplicate this ____ day of _____.

BETWEEN: Tay Valley Township, Drummond/North Elmsley Township, and the Town of Perth
(Hereinafter referred to as "Owners")
OF THE FIRST PART

AND: (Contractors Name)
(Hereinafter referred to as "the Contractor")
OF THE SECOND PART

WHEREAS authority is given under the Municipal Act for the Clerk to engage in contracts on behalf of _____(the Owner) for the purpose of providing consulting services;

AND WHEREAS the _____ (Owner) is desirous of engaging (Contractor name) to undertake (Type of Services);

NOW THEREFORE the _____(Owner) and the Contractor hereby agree to the following terms and conditions:

1. The Contractor will provide the services and undertake the work as set out in the Form of Submission Document for the project (attached hereto as Schedule 'A') and as described in the proposal submitted by the Contractor and dated (date) (attached hereto as Schedule 'B'), all documents forming part of this Agreement.
2. The Contractor guarantees that they will undertake the services as presented in this document, irrespective of other contracted obligations of the Contractor.
3. The Contractor shall not assign or sublet the whole or any part of this Contract without the prior written consent of the _____(Owner), unless the use of subcontractors is expressly stated in the proposal submitted by the Contractor and accepted by the _____(Owner).
4. The Contractor acknowledges that while performing the services under this Contract, that it is not an employee of the _____(Owner), and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Contractor

shall reimburse the _____(Owner) for any expenses it may have to pay as a result of the Contractor neglecting to do so.

5. The _____(Owner) agrees to pay the Contractor the fees and associated disbursements for the provision of (*service provided*) to an upset limit of \$###, exclusive of HST. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the _____(Owner).
6. The Contractor will invoice the _____(Owner) for work that has been completed at key intervals as set out in (Appendix 'E'). Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The _____(Owner) hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Contractor and the _____(Owner), the Contractor and the _____(Owner) hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Contractor will cooperate with the _____(Owner's) auditor with respect to any financial matters involving business between the Contractor and the _____(Owner).
9. The Contractor shall, at all times during the term of this Agreement, maintain not less as per Section 2.4 of the RFP Document (Schedule 'A') with the Town as a named insured. A copy of the insurance policy shall be filed with the _____(Owner) upon the commencement of the Agreement and the _____(Owner) shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. All information collected by the Contractor in the performance of the services described herein shall be considered to be the property of the _____(Owner) and shall be surrendered to the _____(Owner) immediately upon request for same. It is understood that in the collection of any information, that the Contractor will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the _____(Owner), and as per Section 2.17 of the RFP Document (Schedule 'A').
11. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the _____(Owner) and the Contractor.
12. This Agreement shall be subject to the applicable laws of Canada and Ontario.

13. Both the Workplace Safety and Insurance Board (WSIB) Clearance Certificate and proof of Insurance shall be provided to the _____(Owner) prior to the signing of the Agreement.

THE _____(Owner)

xxxxxxx, Reeve of Tay Valley Township

xxxxxxx, Clerk of Tay Valley Township

xxxxxxx, Reeve of Drummond/North Elmsley Township

xxxxxxx, Clerk of Drummond/North Elmsley Township

xxxxxxx, Mayor of the Town of Perth

xxxxxxx, Clerk of the Town of Perth

CONTRACTOR

“I/We have the authority to bind the Corporation”

RFP Deadline:

Wednesday, May 22nd, 2019 11:00 AM

**Shannon Baillon
Director of Community Services
80 Gore Street East
Perth, Ontario, K7H 3C6
Email: sbaillon@perth.ca**

**Late proposals will NOT be accepted
and will be returned unopened to the Vendor,
no exceptions.**