



**THE CORPORATION OF THE TOWN OF COLLINGWOOD**

**(the "Town")**

**Request for Proposals No.: LS2010-17**

**REQUEST FOR PROPOSALS**

For

***Engineering and Consulting Services***

***for Outdoor Ice Surface Roof***

***and Central Park Site Plan Analysis***

**ISSUED: March 26, 2010**

**SUBMISSION DEADLINE: 2:00 p.m. Local Time, Friday, April 16, 2010**

## TABLE OF CONTENTS

<b>1. INTRODUCTION</b>	<b>1</b>
1.1 Invitation to Proponents	1
1.2 Type of Contract for Services	1
1.3 Compliance with Applicable Laws	1
1.4 RFP Documentation	1
<b>2. DEFINITIONS</b>	<b>1</b>
<b>3. THE SERVICES</b>	<b>3</b>
3.1 Background	3
3.2 Purpose and Objectives	4
3.3 Description of Services	5
<b>4. EVALUATION OF PROPOSALS</b>	<b>8</b>
4.1 Stages Of Proposal Evaluation	8
4.2 Stage I - Mandatory Requirements	9
4.3 Stages II and III Rated Criteria	10
<b>5. TERMS AND CONDITIONS OF THE RFP PROCESS</b>	<b>11</b>
5.1 General Information and Instructions	11
5.2 Communication After Issuance of RFP	11
5.3 Submission Of Proposals	12
5.4 Execution Of Agreement	14
5.5 Prohibited Communications & Confidential Information	15
5.6 Rights of the Town	16
5.7 Governing Law of RFP Process	17

**APPENDICES A through E**

## REQUEST FOR PROPOSAL

### 1. INTRODUCTION

#### 1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals that achieve the best overall value to the Town.

#### 1.2 Type of Contract for Services

The selected Proponent will be required to enter into an agreement (“Agreement”) with the Town for the provision of the Services.

#### 1.3 Compliance with Applicable Laws

A condition of the Agreement is the requirement that the successful Proponent comply with all applicable laws of Ontario and Canada, including the Occupational Health and Safety Act (Ontario), the Ontario Human Rights Code, the Pay Equity Act (Ontario) and the privacy statutes applicable in the province of Ontario.

#### 1.4 RFP Documentation

This RFP consists of the following documents:

- This RFP complete with Appendix A, Appendix B and Appendix C
- Appendix D – Aerial view and photos of outdoor ice surface and Curling Club
- Appendix E – General specifications of the shared refrigeration system
- Subsequent Addenda (if any)

### 2. DEFINITIONS

Unless otherwise specified in this RFP, capitalized words and phrases have their prescribed meaning set out in the Agreement.

“**Agreement**” means the Agreement that the successful Proponent enters into with the Town.

“**Annual**” means twelve months.

“**Conflict of Interest**” means any real, perceived or potential direct, indirect or deemed pecuniary benefit that may result from the contract for services contemplated by this RFP.

“**Days**” means Business Days unless the term calendar days is specifically used.

“**Evaluation Team**” means the individuals who have been selected by the Town to evaluate the Proposals.

“**Executive Team**” is a representative group from the Town that will evaluate the oral presentation, if applicable.

“**Must**” and “**Shall**” indicate a mandatory requirement that in the view of the Town must be substantially completed and complied with in order for a Proposal not to be rejected.

“**Prime Contractor**” means a single Proponent that proposes to assume full contractual and financial liability for their participation. A prime contractor may or may not have subcontractors.

“**Proponent**” means the respondent to this RFP.

“**Proposal**” means all the documentation submitted by the Proponent in response to the Request for Proposal, which has been accepted by the Town, in whole or in part. The terms ‘response’ and ‘submission’ are also used to mean Proposal.

“**Request for Proposal**” or “**RFP**” means the Request for Proposal issued by the Town for goods/or services and any addenda thereto.

“**Services**” mean the goods and services to be provided by the Supplier to the Town.

“**Should**” indicates a requirement that the Town would like the Proponent to address in its Proposal.

“**Subcontractor**” means any Person having a contract with the Supplier for the performance of a part or parts of the Services.

“**Supplier**” means the successful Proponent that has signed the Agreement.

“**Town Contact**” means the person designated by Town to be the contact person with during the procurement process.

### **3. THE SERVICES**

#### **3.1 Background**

The Town of Collingwood currently operates an outdoor ice surface in Central Park in the winter season. The full size ice surface features artificial ice, sharing refrigeration equipment with the nearby Curling Club.

Central Park is located in the heart of the Town of Collingwood in a residential and commercial area, less than a kilometer from the downtown core. The park has three ball diamonds, a dog park and is home to the lawn bowling and curling clubs. The Collingwood YMCA resides on a leased portion of the site and is currently planning an expansion. The park and facilities are well used by the community and visitors alike.

The Curling Club building was originally constructed in 1909 and is likely to be identified as an historic building in the near future. Of particular importance is the South wall of the building where military trainees etched their names in the brickwork. This wall of the building faces directly towards the outdoor ice surface.

The season for the outdoor ice surface is typically from mid December through mid March. Ice quality and maintenance activities are dramatically affected by weather conditions. Unseasonably warm temperatures or rain will tax the refrigeration system, snow removal can be a continuous operation, but the sun can soften the ice in a very short time, particularly in the early and late seasons when the sun is at a higher angle. These impacts regularly result in the temporary closure of the outdoor ice surface, cancelled ice time and a shortened season.

The Town is considering building a permanent roof structure over the outdoor ice surface to protect it from the elements. In addition to protecting the facility from the rain, snow, sun and wind, a roof over the facility would potentially extend the season at either end by two to three weeks.

The outdoor ice surface is actively utilized by the community, largely due to low or no cost programming sponsored by the Town and private rentals. The opportunity is to improve the reliability of the ice surface, thereby increasing the rentals to local sporting associations, while maintaining the programming for the community at large through more aggressive scheduling. Many users enjoy the outdoor atmosphere and nostalgic feel of the open air facility, and it would not be the intention to change this experience with the addition of a roof structure. However, understanding the total direct and indirect costs of providing a roof is critical in determining how this project may move forward.

The appropriate solution for this project will be a flexible and attentive structure that will complement the existing and future amenities in Central Park and will create an additional venue for four season use. Future additions to this facility may include permanent dressing rooms, washroom facilities and utility spaces to support these functions as well as the facility itself. The viability of completely closing in the ice surface at some point in the future must be considered.

### 3.2 Purpose and Objectives

The addition of a roof structure over the outdoor ice surface is dependent on several factors and must include coordination and planning for the existing and known future amenities within Central Park. The impact on the entire park and the surrounding community must be given adequate consideration.

Through this Request for Proposals, the Town's purpose is to engage an engineering services firm to undertake the development and potential execution of this project. In addition to the conceptual and detailed design of the roof structure itself, the overall development of Central Park must be investigated and planned for.

The prime objectives are to improve upon an existing amenity while maintaining the outdoor atmosphere and reminiscent appeal of the facility. The resulting roof structure must complement the existing Curling Club, Central Park and the surrounding community. Detailed analysis and preparation will ensure that the full scope and cost of the project is developed well in advance of a final commitment to proceed with construction.

Construction of a roof over the outdoor ice surface at this point in time is an interim measure that will increase the usability of the facility on a year round basis and increase the local ice time that is available for various groups during the winter season. The Town remains committed to the provision of a permanent indoor ice facility at this or another location, yet to be determined. The viability of further development of the Central Park facility to this service is to be investigated and should not be precluded.

#### Project Detail

- The consultant will prepare conceptual and detailed plans for the proposed roof structure over the outdoor ice surface, including site works, architectural, mechanical and electrical.
- The aesthetics of the roof structure needs to complement the Heritage aspect of the Curling Club, the other Central Park amenities and the surrounding community.
- The roof structure shall be designed to be structurally sound without walls, as is the current intent, with wall sheeting or to be fully insulated and enclosed at some time in the future.
- The design will consider any future requirements for permanent dressing rooms and showers, additional washrooms, and mechanical and electrical systems to support these.
- There is a long term, yet unapproved plan to relocate the Lawn Bowling Club to a larger space away from Central Park. This may provide a future opportunity to utilize the area to the West of the outdoor ice surface for the addition of change rooms and utility areas in support of the facility.
- The future addition of these or other future amenities would not be intended to change the outdoor feel or nostalgia of the facility.
- The roof structure and potential future additions must be coordinated with other build-out plans for the park and area, including the currently planned addition to the YMCA.
- The design must address the potential for nesting of birds and other small animals under the roof structure.

- The project will include the installation of additional safety screening around the circumference of the dasher boards as well as construction of players boxes.
- Full arena style lighting must be provided over the ice surface in addition to lighting of ancillary spaces.
- Consideration must be given to the impacts of humidity developed during ice cleaning operations.
- Adequate drainage from the roof surface must be provided and contained to avoid dripping, the formation of icicles or falling snow.
- Opportunities for energy efficiency or other “green” initiatives will be given due consideration and are encouraged.
- This addition to Central Park mandates a complete analysis of the entire park in terms of site servicing, zoning requirements and site plan development.
- At each phase of the project, a thorough cost analysis for the entire project must be provided.

### 3.3 Description of Services

#### Format

The engineering contract for the project will be defined in three distinct phases. Movement from one phase to the next will require approval of design and cost considerations. The project may not be approved to proceed to the next phase.

- **Phase 1** will include the conceptual design of the roof structure and any future support buildings. A thorough analysis of the Central Park site to identify all potential concerns and proposed solutions. An estimate of probable cost will be developed.
- **Phase 2** will include the detailed design, contract drawings, specifications and tender documents for the entire project including the required improvements to Central Park. This will include agency approvals, securing a site plan control agreement and a detailed project budget.
- **Phase 3** consists of tendering assistance, analysis and award as well as construction supervision and contract administration.

#### Deliverables

- **Phase 1**
  - Conceptual roof structure design and drawings
  - Conceptual future build-out design (including change rooms, utility areas ,etc.) to support the permanent outdoor rink concept
  - Geotechnical investigations
  - Site survey and collection of topographic data
  - Functional site servicing report (water, sanitary sewers, grading and drainage, storm water management)
  - Electrical servicing analysis
  - Review of lighting and acoustic considerations

- Life safety and emergency access requirements
- Traffic impact study
- Estimate of probable cost
- Proposed staging plan for the project
- **Phase 2**
  - Central Park site plan development including grading and drainage, servicing, storm water management, landscaping, lighting, traffic patterns (vehicle and pedestrian), fire routes, parking, signage , fencing, etc.
  - Contract drawings, specifications and tender documents for roof structure including site work, grading, sanitary, storm and water services, mechanical and electrical
  - Utility relocation plans (if necessary)
  - Agency approvals
  - Detailed project budget
- **Phase 3**
  - Tender assistance
  - Construction supervision
  - Contract administration

#### Anticipated Schedule

- Award project by May 1, 2010
- **Phase 1**
  - Conceptual plans and site reports by June 15, 2010
  - Concept accepted by July 15, 2010
- **Phase 2**
  - Decision to proceed with Phase 2 by July 22, 2010
  - Construction drawings and specifications by August 30, 2010
  - Site plan approval by December 31, 2010
- **Phase 3**
  - Decision to proceed with Phase 3 by March 31, 2011 (earliest)
  - Tender for construction to be determined
  - Construction schedule to be determined

#### Meetings

- **Phase 1**
  - Project initiation
  - Concept development
  - Concept complete
  - Concept approval
- **Phase 2**
  - Phase 2 initiation
  - 50% Design
  - 90% Design

- Design completed
- Site plan submission
- Site plan approval
- **Phase 3**
  - Phase 3 initiation
  - Tender issue
  - Tender award
  - Construction award
  - Construction start
  - Construction progress (bi-weekly)
  - Construction complete
  - Contract complete

### Proposal Requirements

Proposals must provide the following minimum information, which will be used in the evaluation:

- Name, size, location and description of the consulting firm
- Confirm insurance coverage and Worker Safety Insurance Board standing
- List of recent similar projects carried out by the consulting firm and its staff
- Owners' name, address, phone number and contact person
- Study description, cost and date of completion
- Work program
- General approach, project objectives and issues
- Detailed work program
- Schedule for each work phase showing the key components of work
- Deliverables
- Schedule
- List of the key project team personnel, their expertise and proposed responsibilities, and their per diem rates
- Name of subconsultant(s), if any, and description of their expertise and role
- A detailed chart providing estimated hours, fees and expenses associated with each phase/component of work

Proposal should not exceed ten (10) pages in length, including appendices but excluding resumes and corporate material.

### Remuneration and Agreement

The successful Proponent's remuneration will be based on the actual time charges and disbursements incurred up to an upset limit for the agreed and approved total cost of the services for each phase of the project. The successful Proponent will be required to execute the Agreement (for professional consulting services) with the Town using the most recent MEA/CEO agreement forms.

Among other things, the Agreement will provide that the Consultant will not undertake any work that is beyond the terms of reference for the project as stated in the Proposal, without the written authorization of the Town. In particular, the upset limit of the total cost of the work will not be exceeded without the Town's written approval.

The project has been defined in three distinct phases and movement from one phase to the next will require approval of design and capital cost considerations for entire construction project. The design and engineering work may not be approved to proceed to the next phase pending approval of these or other considerations in the interest of the Town.

#### **4. EVALUATION OF PROPOSALS**

The evaluation of Proposals will be conducted by the Town in three phases. A Proposal must meet the requirements of each phase in order to proceed to the next phase. Note that the evaluation of Proposals by the Town will be conducted on the basis of the members of the evaluation committee arriving at a consensus.

##### **4.1 Stages Of Proposal Evaluation**

The evaluation of Proposals will be conducted by the Town as follows:

**Stage I** will consist of a review by the Town to determine which Proposals comply with all of the Mandatory Requirements. Proposals that do not comply with all of the Mandatory Requirements will be disqualified.

**Stage II** will consist of a scoring by the Evaluation Team of each qualified Proposal on the basis of the Technical Rated Criteria of the written Proposals. Those Proposals that reach or exceed the minimum score of 58 percent of the maximum available points will be eligible to proceed to the next stage of evaluation. The Stage II scores for Proposals will be ranked, and up to the three (3) highest ranking Proposals that reach or exceed the minimum score of 58 percent will be selected to proceed to the next stage of evaluation. The remainder of the Proposals will not be considered further.

**Stage III** will consist of a scoring of the Pricing of the eligible Proposals.

**Final Selection** - The totals from Stage II and III will be added together to arrive at a final total score for each Proposal. The highest scored Proposal, representing best overall value to the Town, will be recommended for selection by the Evaluation Team to the Executive Committee.

In the event that the Town is unable to successfully execute an Agreement with the first-ranked Proponent in a timely manner, the Town may invite the next ranked Proponent to finalize an Agreement with the Town.

The Evaluation Team may, in addition to Town representatives, include external consultants and advisors.

## 4.2 Stage I - Mandatory Requirements

Each Proposal must include:

**4.2.1 Mandatory Requirements Checklist (Appendix A)**, completed by the Proponent according to the instructions contained in Appendix A.

**4.2.2 Form of Offer (Appendix B)**, completed by the Proponent according to the instructions contained in that form as well as those instructions set out below:

(i) Conflict of Interest:

Each Proponent must include in its Proposal confirmation that the Proponent does not and will not have any conflict of interest (actual or potential) in submitting its Proposal, or if selected, with its contractual obligations under the Agreement. Where applicable, the Proponent must disclose in its Proposal, in the manner set out in the Form of Offer, information pertaining to any situation which may be a conflict of interest in submitting a Proposal or, if selected, with the contractual obligations of the Proponent under the Agreement. Furthermore, each Proponent must confirm that the Proponent neither has nor had access to any Confidential Information as defined in the Form of Offer.

The Proposal of any Proponent may be disqualified where that Proponent fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Further, the Town, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any contract awarded to a Proponent if the Town, in its sole discretion, determines that the Proponent made a misrepresentation regarding any of the above.

(ii) Proof of Insurance

By signing the Form of Offer, each Proponent acknowledges its willingness, if selected, to provide proof of insurance coverage as required in the Form of Offer. If selected, the selected Proponent must provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by the Town.

**4.2.3 Pricing Form (Appendix C)**, completed by the Proponent according to the instructions contained in that form as well as those instructions set out below:

(i) rates shall be provided in Canadian Funds, inclusive of all applicable duties and taxes and excluding Goods and Services Tax;

(ii) rates quoted by the Proponent are to include all labour and materials, overhead including but not limited to any fees or other charges required by law, and insurance;

(iii) travel, meal and accommodation expenses shall not be included in the rates quoted and shall be billed separately and charged in accordance with the Town's

policy, as may be amended from time to time. Proponents may contact the Town to obtain the applicable rates.

#### 4.3 Stages II and III Rated Criteria

The Rated Criteria to be used by the Evaluation Team in the scoring of each eligible Proposal are as follows:

Proponent	30 points available
Proposal	50 points available
Pricing	20 points available
<b>Total</b>	<b>100 points</b>

##### 4.3.1 Technical Proposal

Each Proponent will be evaluated in terms of the Technical Proposal response to technical rated criteria. The table below shows the allocation of the points within the technical rated evaluation criteria.

<b>Rated Criteria</b>	<b>Weight</b>	<b>Minimum Score</b>
Corporate capabilities and experience. Provide a description of the Proponent firm and of similar projects undertaken by the Proponent.	10	7
Project team. Describe the key proposed project personnel, their expertise and proposed responsibilities, including the expertise and responsibilities of any subcontractors.	20	15
Understanding of project objectives. Proposals should demonstrate a thorough understanding of the project objectives including anticipated difficulties and how they may be overcome.	20	15
Work program, innovation. A creative and innovative work program will demonstrate the various ways that the Proponent proposes to add value to the project.	10	7
Schedule. Demonstrated ability to commit to the project schedule and, where appropriate, generate scheduling efficiencies.	10	7
Deliverables. The services proposed for the project will be judged on their appropriateness for the	10	7

<b>Rated Criteria</b>	<b>Weight</b>	<b>Minimum Score</b>
application as well as adherence to the requirements presented in the RFP.		
Pricing. A sliding scale will be used to assign points to pricing information.	20	15
<b>TOTAL</b>	100	73

## **5. TERMS AND CONDITIONS OF THE RFP PROCESS**

### **5.1 General Information and Instructions**

#### **5.1.1 Timetable**

The following is the schedule for this RFP

Issue Date of RFP March 26, 2010

Proponent Briefing **10:00 a.m. Local Time** March 31, 2010

- To be held in Central Park at the outdoor ice surface, south of the Curling Club

Proponent's Deadline for Questions April 14, 2010

Deadline for the Town to issue Addenda April 15, 2010

**Proposal Submission Deadline 2:00 p.m. Local Time April 16, 2010**

Period for which Proposals are Irrevocable after Proposal Submission Deadline 60 days

#### **5.1.2 Proponents to Follow Instructions**

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of the RFP where that request is made.

### **5.2 Communication After Issuance of RFP**

#### **5.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP and

- (i) shall report any errors, omissions or ambiguities; and

- (ii) may direct questions or seek additional information

by fax or e-mail, on or before the Deadline for Questions by Proponents to the Town Contact. No such communications are to be directed to anyone other than the Town Contact. The Town is under no obligation to provide additional information but may do so at its sole discretion.

The Town Contact for this RFP is:

Ms. Sara Almas, Clerk  
 The Town of Collingwood  
 97 Hurontario St., PO Box 157  
 Collingwood, ON L9Y 2L9  
 Phone: (705)445-1030 Ext. 3225  
 Fax: (705)445-2448  
 salmas@collingwood.ca

The Town and its advisors do not make any representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

### **5.2.2 All New Information to Proponents by way of Addenda**

This RFP may only be amended by an addendum in accordance with this section.

If the Town, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum shall form an integral part of this RFP.

Such addenda may contain important information including significant changes to this RFP. It is the sole responsibility of the Proponent to register their intention to submit a proposal with the Town in order to be placed on the distribution list for any addenda. Proponents are responsible for obtaining all addenda issued by the Town. In the space provided in the Form of Offer, Proponents shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer.

### **5.2.3 Post-Deadline Addenda and Extension of Proposal Submission Deadline**

If any addendum is issued after the Deadline for Issuing Addenda, Town may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

## **5.3 Submission Of Proposals**

### **5.3.1 Proposals Submitted Only in Prescribed Manner**

Proposals must be submitted by the following method:

A Proponent must submit:

- (A) Five (5) original copies of its Proposal in a sealed envelope or package (the “Proposal Envelope”) containing the Proposal BUT NOT the Proponent’s Pricing Form. This envelope or package must be labelled with the Proponent’s name and marked “Proposal Envelope”.
- (B) one sealed envelope or package (the “Pricing Envelope”) containing the Pricing Form. This envelope or package must be labelled with the Proponent’s name and marked “Price Envelope”.

The outside of the sealed Proposal package must be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the Proponent, with the Proposal Submission Deadline date and time.

Proposals must be submitted to the Town at the following address:

Ms. Sara Almas, Clerk  
The Town of Collingwood  
97 Hurontario St., PO Box 157  
Collingwood, ON L9Y 2L9

The postal code is to help in identifying the building only. The onus remains solely with Proponents to instruct courier/ delivery personnel to deliver Proposal Submissions to the exact floor location specified before the Closing Date and Time. Commercial courier envelopes or packages must be clearly marked with the RFP title and number in order to ensure proper handling of the submission by Town staff. Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Proposals submitted in any other manner will be disqualified.

### **5.3.2 Proposals Must Be Submitted On Time at Prescribed Location**

Proposals must be submitted at the location set out above on or before the Proposal Submission Deadline. Proposals submitted after the Proposal Submission Deadline will be disqualified. Late Proposals will be returned unopened to the Proponent.

### **5.3.3 Amending or Withdrawing Proposals Prior to Proposal Submission Deadline**

At any time prior to the Proposal Submission Deadline, a Proponent may amend or withdraw a submitted Proposal. The right of a Proponent to amend or withdraw a Proposal includes amendments or withdrawals wholly initiated by the Proponent and amendments or withdrawals in response to subsequent information provided by the Town.

Any amendment should clearly indicate what part of the Proposal the amendment is intending to replace.

Any amendment or notice of withdrawal must be submitted in the same manner as prescribed in this RFP for the submission of Proposals. Any amendment or notice of withdrawal submitted by any other method will not be accepted.

### **5.3.4 Proposal Irrevocable after Proposal Submission Deadline**

Proposals shall remain irrevocable in the form submitted by the Proponent for a period of 60 days from the Proposal Submission Deadline.

### **5.3.5 Town May Seek Clarification and Incorporate Response into Proposal**

The Town reserves the right to seek clarification and supplementary information from Proponents after the Proposal Submission Deadline. Any response received by the Town from a Proponent shall, if accepted by the Town, form an integral part of that Proponent's Proposal.

### **5.3.6 RFP Incorporated into Proposal**

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

### **5.3.7 Proposal Property of the Town**

Except where expressly set out to the contrary in this RFP, the Proposal and any accompanying documentation submitted by a Proponent shall become the property of the Town and shall not be returned.

## **5.4 Execution Of Agreement**

### **5.4.1 Selection of Proponent**

The Town anticipates that a Proponent will be selected by the Town within 60 days of the Proposal Submission Deadline. Notice of selection by the Town to the selected Proponent will be in writing. The selected Proponent shall execute the Agreement and satisfy any other applicable conditions of this RFP within 15 days of notice of selection.

### **5.4.2 Failure to Enter Agreement**

In addition to the Town's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable condition within 30 days of notice of selection, the Town may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

### **5.4.3 Notification to Other Proponents of Award and Debriefing**

Once an Agreement is executed between the successful Proponent and the Town, the other Proponents will be notified by the Town in writing of the award of the Agreement to the successful Proponent. If requested in writing by a Proponent, the Town will provide a debriefing of the Town's evaluation of that Proponent's Proposal in accordance with the terms of the Town's Purchasing By-law (By-Law No. 06-42).

## **5.5 Prohibited Communications & Confidential Information**

### **5.5.1 Prohibited Proponent Communications**

Any attempt on the part of any Proponent or any of its employees, agents, contractors or representatives to contact any person other than the Town Contact with respect to this RFP, will be grounds for disqualification. For clarification and without limiting the generality of the foregoing, no attempt will be made to contact any member of Town's Evaluation Team, Executive Team, elected officials or any expert or other adviser assisting the Town's Evaluation Team, or any staff of Town.

In such event, and without any liability, the Town may, in its sole and absolute discretion, in addition to any other remedies available at law, disqualify the Proposal submitted by the Proponent.

### **5.5.2 Proponent Not to Communicate with Media**

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Town Contact.

### **5.5.3 Confidential Information of the Town**

All information provided by or obtained from the Town in any form in connection with this RFP either before or after the issuance of this RFP:

- (i) is the sole property of the Town and must be treated as confidential;
- (ii) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement;
- (iii) must not be disclosed without prior written authorization from the Town; and
- (iv) shall be returned by the Proponents to the Town immediately upon the request of the Town.

### **5.5.4 Town Subject to the Municipal Freedom of Information and Protection of Privacy Act**

Information provided by a Proponent may be released in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.M 56, as amended. A Proponent should identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by the Town.

The confidentiality of such information will be maintained by the Town, except where an order by the Information and Privacy Commission or a court requires the Town to do otherwise.

## 5.6 Rights of the Town

In addition to any other express rights or any other rights which may be implied in the circumstances, the Town reserves the right to:

- (i) make public the names of any or all Proponents;
- (ii) request written clarification or the submission of supplementary written information from any Proponent;
- (iii) waive formalities and accept Proposals which substantially comply with the requirements of this RFP;
- (iv) verify with any Proponent or with a third party any information set out in a Proposal;
- (v) check references other than those provided by any Proponent;
- (vi) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (vii) disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (viii) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (ix) accept or reject a Proposal if only one Proposal is submitted;
- (x) select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Town;
- (xi) cancel this RFP process at any stage;
- (xii) cancel this RFP process at any stage and issue a new RFP for the same or similar services;
- (xiii) accept any Proposal in whole or in part, provided that doing so complies with the Town's Purchasing By-law (By-Law No. 06-42) and other applicable laws;
- (xiv) discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
- (xv) reject any or all Proposals in its absolute discretion;

and the Town shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Town exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances.

By submitting a Proposal, the Proponent authorizes the collection by the Town of the information set out under (iv) and (v) in the manner contemplated in those subparagraphs.

#### **5.7 Governing Law of RFP Process**

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**APPENDIX A**  
**MANDATORY REQUIREMENTS CHECKLIST**

**This Appendix is part of Phase 1 of the evaluation of your proposal. Please ensure that it is completed and included in your Proposal.**

**Instructions:**

This Appendix includes Mandatory Requirements which the Proponent must address.

All responses must be identified by the Mandatory Requirement number designated in this Appendix.

The Proponent must indicate by placing a check mark (✓) and initialling in the appropriate column (Comply or Yes/No) beside each Mandatory Requirement to indicate compliance or non-compliance.

The Proponent must indicate in the table below the relevant section and page number(s) in its Proposal where the information relevant to each Mandatory Requirement can be found.

The Proponent must provide evidence for each Mandatory Requirement where evidence is requested.

The Mandatory Requirements should be addressed as follows: 1) “Yes” indicates compliance and 2) “No” indicates non-compliance. **Note:** Responding “No” to any mandatory requirement will make the Proposal non-compliant and may be disqualified from further evaluation.

Mandatory Requirements		Comply Yes/No	Section/Page # in Proposal
Item			
M 1	<p><b><i>COVER LETTER - INTRODUCTION</i></b> Provide an introductory letter for the proposal which will reflect the general understanding of the objectives of the project.</p>		
M 2	<p><b><i>QUALIFICATIONS AND EXPERIENCE</i></b> Identify the qualifications and relative experience of the proponent firm and introduce the specific project team.</p>		
M 3	<p><b><i>PROJECT APPROACH</i></b> Define in detail the proposed activities,</p>		

	<b>Mandatory Requirements</b>	<b>Comply Yes/No</b>	<b>Section/Page # in Proposal</b>
	milestones and consultation that will ensure that the project expectations are met and exceeded. A thorough understanding of the project objectives should be illustrated.		
M 4	<b><i>PROJECT SCHEDULE</i></b> Provide a detailed project schedule identifying critical milestones and opportunities for each phase of the project.		
M 5	<b><i>REFERENCES</i></b> Provide three references for recent similar municipal project work and contact information for same.		
M 6	<b><i>PROJECT COSTS</i></b> Submit a table in a separate envelope clearly identifying the project activities and associated costs for each phase of the design and engineering work.		

**APPENDIX B**

**FORM OF OFFER**

**TO: THE CORPORATION OF THE TOWN OF COLLINGWOOD**

**RE: IN THE MATTER OF** our proposal dated \_\_\_\_\_ to which this Form of Offer forms an integral part (the “Proposal”) prepared by: \_\_\_\_\_ (the “Proponent”), and submitted in response to a request for proposals issued by The Corporation of the Town of Collingwood dated \_\_\_\_\_, as amended, regarding the supply of \_\_\_\_\_. I am duly authorized by the Proponent to execute this Form of Offer. I solemnly declare and promise as follows:

**Proposal Validity and Security**

All statements, specifications, data, confirmations, and information that have been set out in the Proposal are complete and accurate in all material respects.

I consent pursuant to subsection 17(3) of the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.M.56, as amended, to the disclosure of the proposal as submitted subject the Terms and Conditions identified as Section 5.5.4 of the RFP Package.

I have received and reviewed the RFP, together with any and all addenda thereto. I have received and reviewed the Agreement and agree to be bound by its terms.

**Mandatory Requirements Checklist**

I enclose herewith as part of our Proposal responses to all submission requirements, as set out below:

Document	Yes	Page
Appendix A Mandatory Requirements Checklist		
Appendix B Form of Offer		
Appendix C Pricing Form		

**References**

I have included the number and type of references required by the RFP and consent to having the Town perform checks with those references and with any other relevant references.

**Bid Irrevocable**

I understand that the terms of the Proposal will remain irrevocable within sixty (60) days of the Proposal Submission Deadline.

**Conflict of Interest**

I hereby confirm that there is not now, nor was there in the past any actual or potential Conflict of Interest (the definition for which is set out in the definition provision of the RFP) relating to the preparation of our Proposal nor do I foresee any actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

**Proof of Insurance**

By signing this Form of Offer, I acknowledge the Proponent’s willingness, if successful on this RFP, to provide insurance on the terms set out below, and our Proposal includes the cost of such insurance and their fee estimate:

The Proponent will maintain and pay for **Commercial General Liability Insurance**, which coverage shall include premises and all operations liability to be performed by the Proponent, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

Where applicable, the Proponent will carry **Standard Automobile and Non-Owned Automobile Liability Insurance** and shall protect against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The limits of liability for both owned and non-owned vehicles shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence.

In addition, the Proponent will carry **Professional Liability Insurance** in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

**Execution of Agreement**

I understand that in the event that our Proposal is selected by the Town, I agree to sign the Agreement presented to the Proponent by the Town.

\_\_\_\_\_  
Signature of Witness:

\_\_\_\_\_  
Signature of Proponent Representative:

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Date of Signature:

I have authority to bind the Proponent

**APPENDIX C**  
**PRICING FORM**

Provide a table, clearly defining the activities along with associated costs and anticipated disbursements for each phase of the total engineering project. The pricing form is to be submitted in a separate envelope and be clearly identified as such.

The pricing table must illustrate an understanding of the three (3) phases of the project and the requirement for approval of design and cost considerations for the entire project prior to movement to the next phase. Approval for movement to the next phase may or may not be granted.