



REQUEST FOR PROPOSAL FOR CONSULTING  
SERVICES  
**P-2023-28**  
**Arena Feasibility Study**

**Closing Date: April 26, 2023**

**Time: 2:00 pm**

**Contact:**  
**Ken Becking P. Eng.**  
**Director of Public Works**  
**705-765-3156 Ext. 250**  
**[kbecking@muskokalakes.ca](mailto:kbecking@muskokalakes.ca)**

Township of Muskoka Lakes  
1 Bailey St  
P.O. Box 129  
Port Carling, ON  
P0B 1J0

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## SECTION 1: INSTRUCTIONS, TERMS, AND CONDITIONS

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### 1 DESCRIPTION OF UNDERTAKING

The Township is proposing to retain the services of a qualified consultant team to identify the preferred solution for the provision of indoor recreation space to meet the needs of the community for the next 25 years.

Firms with an interest in this project must follow the details of this document closely when responding to this request. The information provided in this document is intended to provide a general overview of the work required.

### 2 INVITATION

The Municipality is seeking proposals from suitably qualified consulting firms (“Consultants”) to provide professional services to prepare an arena feasibility study.

### 3 SUBMISSION DEADLINE

Proposals must be received at this location **NO LATER THAN 2:00 p.m. on Wednesday April 26, 2023.**

Any proposal received after the above due date and time will not be considered and will be returned unopened to the Consultant. Consultants are to submit their proposal in a sealed package, or electronically, clearly identified as to contents and addressed to:

The Township of Muskoka Lakes PO Box 129, 1 Bailey St  
Port Carling ON.  
POB 1J0

Attn: Ken Becking P. Eng., Director of Public Works

Fax or electronic submissions will be accepted at the bidder’s sole risk.

**Fax: 705-765-5943**

Or

[pbarager@muskokalakes.ca](mailto:pbarager@muskokalakes.ca)

### 4 PROPOSAL SUBMISSION:

The bid shall include items listed hereunder.

Bids shall be submitted in envelopes with the information outlined in Attachment “D” - Envelope Submission Information, clearly marked on the front of each envelope, as follows:

**ENVELOPE 1** – Bid including all items listed below under section **PROPOSAL** (including addenda, if applicable).

**ENVELOPE 2** – Bid Summary of Professional Fees and Disbursements, **PROFESSIONAL FEES** (see Attachment “B” Costs).

Fax and email submissions should submit each document separately.

## **5 WITHDRAWAL OF PROPOSAL**

A Consultant may withdraw a submitted proposal at any time up to the official closing time by letter bearing a signature and/or seal as in the original proposal and requesting that their proposal be withdrawn. Withdrawal requests received after the time of closing will not be permitted.

## **6 COSTS FOR RFP DOCUMENTS**

The Request for Proposal ("RFP") documents are provided at no cost to the consultants.

## **7 RETRIEVAL OF OFFICIAL DOCUMENTATION**

Only documents provided to Consultants by the Municipality or found on the Municipality's website are to be considered the "official" documents. The Municipality accepts no responsibility for the accuracy of information found on other websites.

## **8 FORMAT OF PROPOSAL**

All proposals must be submitted upon the forms provided and the respondents information called for in this RFP, submitted on 8½ x 11 paper in sealed packages, clearly marked as to contents and should include one (1) bound original and one electronic copy (on USB key) of the complete submission and shall include (at a minimum):

- 1. Proposal Form**
- 2. Respondent Information Form**

## **9 SUMMARY OF KEY DATES**

Cut off for submission of questions	<b>April 18, 2023</b>
Response to questions	<b>April 21, 2023</b>
Submission of proposal	<b>April 26, 2023</b>
Anticipated award of assignment	<b>May 15, 2023</b>

## **10 COSTS INCURRED BY PROPONENTS**

All expenses incurred in the preparation and submission of proposals shall be borne by the Consultant. No reimbursement of costs to prepare the proposal shall be provided to the proponents.

## **11 ACCEPTANCE AND TERMS**

This RFP is not a tender and is not intended to create "Contract A". The Consultant and all other entities participating in this RFP Process agree that submission of a proposal constitutes acknowledgement that the Consultant has read and agrees to be bound by all the terms and conditions of the RFP.

## **12 NO CONTRACT CREATED BY THIS RFP**

This document is a request for proposals in respect of the services and project described herein and is not a tender. Neither the RFP Documents nor the submission of any proposals in response to the RFP documents shall, in any way whatsoever, create a binding agreement between the Municipality and any Consultant.

## **13 RIGHT TO REJECT OR NOT OPEN**

Notwithstanding any other provision of this RFP, the Municipality may, in its sole and absolute discretion, accept or reject any part or all proposals.

## **14 CONSULTANT SELECTION COMMITTEE**

If deemed appropriate, a consultant selection committee may be formed by the Township to evaluate the proposal. The Consultant Selection Committee will consist of representatives of the Municipality.

## **15 CONSULTANTS TO INVESTIGATE**

Consultants submitting a proposal shall understand and acknowledge that while this RFP outlines the scope of work and specific requirements, the Consultants shall satisfy themselves by such means as they prefer, as to the extent of work required to complete the assignment.

## **16 NEGOTIATIONS:**

If all submitted bids are over budget, the Township reserves the right to negotiate the terms of the project contract, including price and scope of work, directly with the qualified bidder, to identify cost saving opportunities associated with alternate process, material or construction methods.

## **17 COMPLIANCE:**

Any deviations from the Township's RFP document must be clearly defined and is subject to acceptance or rejection by the Township in its sole discretion.

## **18 COMPLIANCE WITH SPECIFICATIONS AND/OR SCOPE OF WORK:**

Alternative bids may be considered however, any deviations to the Township's information to Bidders, general conditions and mandatory requirements must be clearly defined and are subject to acceptance or rejection by the Township in its discretion.

## **19 AWARD OF WORK**

If a contract is to be awarded as a result of the RFP, it will be awarded to the Consultant whose proposal, in the Municipality's opinion, provided the best potential value to the Municipality and is capable in all respects to fully perform the contract requirements and the integrity to assure performance of the contract obligations.

The successful Consultant will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Consultants will not acquire any legal or equitable rights or privileges whatsoever until the contract is executed by both parties.

## **20 COMMUNICATIONS**

All inquiries regarding this RFP are to be directed to the individual identified below. Inquires must be received in writing (email) no later than April 18, 2023. All inquiries received and the responses provided will be sent to all Consultants by way of written addendum(s) no later than April 21, 2023, without naming the source of the inquiry.

The Township of Muskoka Lakes PO Box 129, 1 Bailey St  
Port Carling ON.  
POB 1J0

Attn: Ken Becking P. Eng.  
kbecking@muskokalakes.ca

705-765-3156 ext. 250

Note that no oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

Where the Municipality deems that an explanation or interpretation is necessary or desirable, an addendum may be issued in writing. All addendums will be posted on the Municipality's website for downloading by all Consultants. It is the Consultant's sole responsibility to check for addenda issued and download same. Acknowledgement of Addenda on the proposal is a mandatory requirement. Failure to acknowledge addenda will result in a non-compliant proposal that is not eligible for award.

## **21 PROFESSIONAL CONSULTING AGREEMENT**

Prior to commencing work on the project, the successful Consultant will enter into an Agreement for Professional Consulting Services.

## **22 CONFLICT OF INTEREST**

The Municipality reserves the right to disqualify a proposal where the Municipality believes a conflict of interest or potential conflict of interest exists in regard to the Consultant and the intended project.

## **23 INTELLECTUAL AND PROPRIETARY RIGHTS**

All intellectual, industrial or other proprietary rights of any type provided by the Municipality to the Consultants in relation to this RFP shall remain the respective property of the Municipality at all times.

In the case of intellectual Property owned by the Consultant prior to the proposal submission or created by the Consultant during the term of this proposal, the Consultant shall grant to the Municipality, a perpetual right and license to use, modify and reproduce in any form, those parts of the proposal and/or related contracted services.

## **24 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)**

All correspondence, documentation and information provided shall become the property of the Township. Any personal information required on the documentation presented is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the proposal submission.

## **25 HEALTH AND SAFETY AND WSIB**

The successful Consultant is required to conform with the *Occupational Health and Safety Act* related to the performance of the contract. In addition, the successful Consultant will be required to supply to the Municipality a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

## **26 INSURANCE**

The successful Consultant shall, at its/his/her own expense, obtain and maintain for the term of the contract and any renewal or extension thereof and provide the Municipality with evidence of:

Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) Dollars, exclusive of interest or costs per occurrence, with respect to the successful Consultant's operations, acts and omissions relating to its obligations under the contract, such policy to

include coverages for defense and claimants' costs, and coverages for:

- personal injury including death;
- property damage or loss (direct or indirect and including loss of use thereof);
- broad form property damage;
- contractual liability;
- non-owned automobile liability;
- products and completed operations;
- contingent employers liability;
- cross liability;
- severability of interest; and
- owners' and contractors' protective.

The policy of insurance shall name the Municipality as an additional insured with respect to its interest in the operations of the Consultant.

Professional liability insurance or other errors and omissions insurance covering claims and expenses for liability for loss or damage arising from negligence in the provision of the Services, of standard wording, for an amount no less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence; and

Automotive or Motor vehicle liability insurance of standard wording, covering all vehicles owned, leased or operated by or on behalf of the Consultant, in any matter in connection with the services provided or to be provided under the contract, for an amount not less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence and equipment leased, borrowed, rented or operated for an amount of not less than Two Million (\$2,000,000) exclusive of interest or costs per occurrence.

Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Consultant. The Consultant shall be responsible to pay all deductible amounts.

The Consultant shall provide the Municipality, within seven (7) days of award of Contract, a certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the requirements of this RFP and the contract.

Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Municipality, forfeiture of the Contract.

## **27 TERMS OF PAYMENT**

The successful Consultant shall be reimbursed on a monthly basis for the actual work completed and time spent on the project. Monthly invoices are to include supporting documentation for all disbursements. Disbursements will be paid at cost.

Invoices submitted by the successful Consultant shall include the project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each task.

## **28 PROPOSAL VALIDITY**

Proposals shall remain valid and open for acceptance by the Municipality for a period of sixty (60) calendar days following the deadline for receipt of proposals.



## SECTION 2: BACKGROUND, OBJECTIVES, SCOPE OF WORK & DELIVERABLES

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### 29 INTRODUCTION:

In accordance with the direction established through the Parks and Recreation Master Plan adopted by Township Council in July 2022, the Township wishes to complete a feasibility study to examine the current facilities and to identify the preferred alternative for the provision of indoor recreation space including arena and dry recreation space sufficient to meet the needs of the municipality for a minimum of the next 25 years. The finished product will be a report including all relevant documentation to chart the path to achieve the desired outcome.

### 30 RESPONSIBLE DEPARTMENT:

Development and implementation of the Arenas Feasibility Study will be administered by the Public Works Department (the "Department").

### 31 PROJECT OBJECTIVES:

To identify the preferred solution for the provision of recreation space including at a minimum arena and dry recreational space to meet the needs of the Township of Muskoka Lakes for the next 25 years.

### 32 TERMS OF REFERENCE:

#### General Approach

The Project is proposed to be divided into two phases. Phase One of the feasibility study includes:

- Information gathering and data collection
- Condition and needs assessment of the two existing facilities;
- Community needs assessment;
- Public consultation;
- Program design;
- Reporting of findings to the General and Finance Committee of Council

Phase Two of the project will develop the alternatives conceptually in sufficient detail to examine the impacts on the community and to identify the preferred alternative. Phase Two will include:

- Identification and development of alternatives;
- Public consultation;
- Alternative evaluation and identification of the preferred alternative;
- Reporting of findings to the General and Finance Committee of Council
- Development of an implementation strategy.
- Preparation and presentation of a final report to Council

#### Scope of Work

#### Project Initiation

Upon award of the project the parties will hold a project startup meeting. The terms of reference and schedule for the project will be finalized based on the Consultants proposal and an agreement between the parties for

the project will be executed.

#### Phase I: Information Gathering and Needs Assessment

This phase shall, at a minimum include the following activities. Note that the Consultant shall be required to establish a project FTP site or similar for the secure sharing of digital documents between the parties.

##### Information Gathering and Data Collection

- a. Conduct area site investigations to become familiar with the study area (Township of Muskoka Lakes), as required;
- b. Review of the 2018 arena inspection reports
- c. Review of 2022 Parks and Recreation Master Plan
- d. Identify information requirements and request same from the Township;
- e. Review the available data and evaluate its sufficiency for the purposes of the study. Conduct a gap analysis and identify additional information requirements. Carry out additional investigations as required to secure the necessary information. Additional investigations are to be included in the scope of work.

##### Arena Condition and Needs Assessment

- a. Conduct facility inspections to validate the accuracy and sufficiency of the current inspection reports. Collect additional data as needed and document the condition of the existing arenas for the purposes of the study;
- b. Identify current and future needs in sufficient detail to evaluate the viability of the existing facilities for comparison purposes;
- c. Prepare a working paper for each of the two facilities to document their conditions for the purposes of the study.

##### Community Needs Assessment

- a. Evaluate utilization of the existing facilities over the preceding five years. Note that the consultant will ignore the period from 2020 to 2021 which was severely impacted by the COVID pandemic;
- b. Evaluate the community needs for indoor recreation space through an examination of the recreation survey completed in 2021. Develop a survey to confirm/update the results of the 2021 study. Note that the survey will be administered by the Township through its community engagement website. The results of the survey will be supplied to the Consultant;
- c. Consult with stakeholders and the public as specified below;
- d. Prepare working paper on the results of the survey and the needs assessment.

##### Develop Program of Space Requirements

- a. Identify space requirements associated with the identified current and projected needs of the community for the term of the assessment.
- b. Prepare working paper to document each alternative in sufficient detail to define the scope of the alternative.

##### Reporting of Findings to the General and Finance Committee of Council

- a. Prepare a presentation and present the findings from Phase 1 of the study to the General and Finance Committee of Council.

#### Phase II: Alternative Development and Evaluation

Under this phase of the project the Consultant shall identify the range of alternatives in sufficient detail to facilitate evaluation of the alternatives, to enable the Township to understand the implications (financial and otherwise) associated with each and to chart a course for the implementation of the preferred alternative. This phase shall, as a minimum include the following activities:

#### Identification of Alternatives

- a. Identify the range of alternatives with the potential to be able to satisfy the current and projected needs of the community for the term of the assessment. At a minimum the following alternatives should be considered:
  1. Refurbish one or both the existing facilities sufficiently to allow them to continue to operate under its existing mandate for the term of the study.
  2. Refurbish/expand one of the existing facilities sufficiently to allow it to continue to operate under its existing mandate for the term of the study and repurpose the other facility to satisfy any other unmet needs.
  3. Construct a new facility on an existing or new site to meet some or all of the community needs. Adaptive reuse of the existing facilities may be considered in conjunction with this alternative.
  4. Other alternatives as the consultant may deem to be viable and worthy of further consideration.
- b. Develop and document each alternative in sufficient detail to define the scope of the alternative;
- c. Identify prospective sites for any new facility;
- d. Prepare a Class D estimate of the cost of each alternative and carry out a life cycle cost for each alternative;
- e. Document the alternatives in a working paper for Township review and comment;
- f. Present findings to the General and Finance Committee of Council.

#### Alternative Evaluation

- a. Develop an evaluation criterion for Township approval;
- b. Evaluate each alternative according to the established criterion;
- c. Consult with stakeholders and the public as detailed below;
- d. Identify the technically preferred alternative based on the technical evaluation of the alternatives;
- e. Prepare a working paper to document the evaluation

#### Reporting of Findings to the General and Finance Committee of Council

- a. Prepare a presentation and present the findings from Phase II of the study to the General and Finance Committee of Council.

#### Implementation

- a. Develop an implementation strategy for the recommended alternative.

#### Reporting

- a. Prepare a draft final feasibility study report based on the technical papers developed over the course of the study for review and comment by the Township;
- b. Based on feedback from the Township finalize the feasibility study report;
- c. Present the final report to the Council.

#### Governance

The ultimate authority for the study shall be Township Council except as may be delegated to the General

and Finance Committee. General oversight of and input to the study shall be provided by the General and Finance Committee of Council. The staff liaison will be the Director of Public Works who shall provide the consultant with guidance throughout the conduct of the study. The consultant will provide updates to the General and Finance Committee at the end of each major task.

#### Available Information

The following documents will be made available to the successful consultant upon award of the assignment.

- Bala Arena Assessment 2018
- Port Carling Arena Assessment 2018
- Community Strategic Plan 2020
- Official Plan 2013 and Official Plan 2022 (as adopted)
- Parks and Recreation Master Plan 2022

#### Public and Stakeholder Consultation and Communications

The consultant will be responsible for conducting public and stakeholder consultations and preparation of communications at least once during each phase of the project. At a minimum the following activities will be completed as part of the assignment:

- a. Prepare draft material to advertise the launch of the feasibility study and the request for public and stakeholder input;
  - b. Prepare questionnaires for two electronic surveys (to be administered by the Township) to solicit public and stakeholder input. The first will focus on information gathering on issues, ideas, and opportunities. The second survey will solicit feedback on the alternatives identified;
  - c. Coordinate consultation with Township staff;
  - d. Prepare draft material to advertise, in consultation with Township Staff, a Public Information Centre;
  - e. Coordinate, attend and facilitate a minimum of one public information/ consultation centre per phase. The information session will present:
    - the information gathered on issues, ideas, and opportunities;
    - the alternatives identified;
    - the results of the technical evaluation.
- The intent is that the consultant will be available to present the materials, answer questions from the public and receive feedback on the alternatives presented.
- f. Present the findings at the end of each phase to the General and Finance Committee (Committee of Council)

The Consultant will provide a schedule for the above-noted meetings integrated in the detailed project plan.

#### Deliverables

- a. Develop a work plan that will include a schedule of action items and timelines. The work plan should be sufficiently detailed to indicate how the objectives of the study will be met. Provide issue-specific working papers as background to the development of the TMP coordinated as a minimum with the topics identified under the Analysis Section above
- b. Provide an interim progress report (after the completion of Phase I of the study or as otherwise agreed upon to advise Township staff and members of Council on the progress of this project (including required drafts and necessary revisions);
- c. Document the study and develop conclusions and recommendations
- d. Submit draft study findings to General and Finance Committee of Council for input;
- e. The Feasibility Study Final Report, including an executive summary outlining vision, as well as detailed actions for approval and implementation, schedules, standards, and guidelines.

## Project Schedule

The schedule for the project is expected to be as follows:

- Issue of Request for Proposals      March 28, 2023
- Receipt of Proposals                      April 26, 2023
- Award of Consulting Assignment      May 15, 2023
- Project Kickoff                              May 24, 2023

It is expected that the project will take approximately 6 months and should be completed by the end of December 2023. The actual schedule for the project will be set in consultation with the successful consultant based on the information included in their proposal.

### **33 FINAL SUBMISSION OF REPORTS/DRAWINGS:**

All reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in the latest version of Auto CAD and/or ESRI ArcGIS. Ownership of both hard copies and digital copies must be transferred to the Township upon completion of the project. Metric units are to be used.

Record drawings and/or Final Reports must be submitted to the Township within two weeks of project completion. Record drawings must contain survey data from construction period.

Detailed breakdown of quantities and cost estimates for Township budget purposes, and construction estimates (if required).

Mapping and associated database information is to be provided in ESRI (.shp) shapefile with object data attached. All information is to be tied to UTM coordinates using the standard NAD83 (Zone 17) datum and should be accompanied by supporting files (font files and plot files) if applicable. Please note that graphical images (.pdf, .cdr, .tif) and CAD files are not considered an acceptable GIS format.

The GIS based file (ESRI .shp) shall follow Township GIS Standards including all related asset information as required.

### **34 TOWNSHIP REPRESENTATIVE:**

The **Project Manager, Ken Becking P. Eng.** will be the Township's main contact for this project. All correspondence will be through this individual. Contact information is provided below.

### **35 FINANCIAL IMPLICATIONS:**

The agreement between the Township and the Successful Bidder shall specify the project cost. Further, in this regard, please note the following:

The cost of advertising and room rentals required for meetings open to the public in the context of the public consultation process and the Township of Muskoka Lakes consultation process will be paid by the municipality. The municipality will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.

The cost of any presentation support materials, exhibits and project products will be the responsibility of the Successful Bidder.

The Proposal must outline all costs associated with supplying the identified services.

## **36 DELIVERABLES**

### **Minimum Deliverables**

The successful Consultant is required to provide the following list of deliverables:

Four (4) hard copies of the **final deliverable** along with a digital copy. A final report which shall identify the methodology and criteria used in the production in the Study. The final report shall discuss and detail the systems: time of need, system adequacy, recommended funding levels.

A separate Appendix with individual asset sheets in .xls format including a map of the asset and all pertinent details and recommendations.

## SECTION 3 PROPOSAL CONTENTS

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### 37 PROPOSAL CONTENT:

Bid submissions are restricted to those consulting firms that can demonstrate qualifications and experience in the field of evaluation, design, construction, operation and maintenance of indoor recreation facilities. In particular previous experience preparing recreation facilities feasibility studies for municipalities throughout Canada, and have completed a project of this nature within the last five (5) years, for a municipality or jurisdiction of comparable (or greater) population in Ontario.

Bidders shall submit a bid, maximum **20 pages**, not including the covering letter, résumés and company credentials. Appendices are to be limited to résumés, project lists and corporate information.

The Bidder's proposal submission shall follow the order of components as outlined in the Evaluation Criteria. The bid shall include:

#### **Project Understanding:**

The consulting team should detail their understanding of the project specific to Muskoka Lakes.

#### **Methodology:**

The Bidder's proposed methodology for carrying out the work.

A detailed work plan and a weekly project schedule which will identify all major components of this project and their anticipated start and completion dates which must coincide with the dates provided by the Township.

Commitment (time and resources) expected to be provided by the Township.

A detailed work plan and time frame for the project including timing for each step of the work program, to be presented in a calendar-style format, based on the time allotted for the project based on the fixed schedule provided by the Township in Attachment "A". The consulting team will meet all work program commitments, timing and completion dates as agreed upon by the Township and the consulting team unless both parties agree to appropriate revisions to the agreement due to unforeseen circumstances. Any overruns in timing (unless otherwise agreed upon), or cost will not be the responsibility of the Township of Muskoka Lakes.

Identification of all sub-consultants, their qualifications and experience, as well as their specific role in the project.

#### **Project Team and Leadership:**

A description of the consulting team, the lead persons, and the relevant experience and qualifications of each individual along with an estimate of the percentage of time each key member will dedicate to this project (The individual's hours divided by total project hours).

#### **Similar Work Experience and Local Expertise:**

Similar work experience for the lead consulting team members shall be noted.

The municipality where the lead consulting team members reside will also be considered when reviewing local expertise.

**Letters of Reference:**

At least three (3) letters of reference of similar work experience, each reference letter submitted shall have varied content in order to illustrate the Bidder’s understanding of the various requirements of the bid. This shall include all applicable contact information, as this will be a key component in the qualification of a Bidder. Bidders that do not fulfill this key component will be scored zero (0) on the Evaluation Criteria.

**Schedule:**

A Gantt chart or table which at a minimum provides the following information:

Start date		End date	
PROJECT NAME: RFP-20XX-XXX			
Task	Start Date	End Date	% Completed

**Cost:**

A complete cost breakdown for the project presented in a tabulated format in cumulative hours with a total upset cost for the design to the point of completion and presentation of the final report.

The cost estimate of the Bid shall be submitted in **Envelope 2**.

**Miscellaneous Items:**

Appendices as noted above.

Disclosure of any litigation and real or perceived conflict of interest (see Attachment “C”).

**38 PROPOSAL COST AND MAN-HOUR ESTIMATE:**

The bid shall outline the overall project cost breakdown and include the following:

- Cost breakdown and fee schedule of per diem or hourly rates for the Bidder and any sub-consultant(s) of the project team (see Attachment “A” – Fee Schedule and Cost Breakdown).
- A detailed time and cost breakdown of the workload, i.e., by staff and man- hours.
- Disbursement costs, which may include mileage, telephone charges, printing and reproductions, fax charges, courier services, computer services, etc.
- Compliance with the Township’s insurance requirements, as outlined herein.
- A summary of professional fees and disbursements, as outlined in Attachment “B”.

The Bidder shall note that the Township will consider the estimated total professional service fees for this project as an upset limit based on the work plan and the project duration assumed and will not consider extra items unless prior written approval has been obtained.

**39 Basis of Selection**

The Municipality intends to recommend the appointment of the Consultant on the basis of best overall value,



as determined by the review of the technical proposal and fees. The Consultant appointment is subject to approval by the Municipality in accordance with the provisions of the Municipality's Purchasing By-Law.

#### 40 Evaluation Criteria

Proposals will be assessed against the following criteria. The municipality reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

Evaluation Criteria		Weight Factor
1	Demonstrated project understanding	10
2	Project Methodology	20
2	Experience on projects of a similar nature	20
3	References	20
4	Schedule	10
5	Proposed fee structure	20
<b>Total</b>		<b>100</b>

#### 41 Overall Project Schedule

The following schedule is proposed for the selection of the successful respondent and for the completion of this assignment. The following schedule of activities is provided for planning purposes only. The Corporation of the Township of Muskoka Lakes reserves the right to cancel the activity or change the schedule at any time.

The following key dates listed are targeted as ones that will move this project forward. **The 100% Submission** to Township Staff is to be completed by **December 22, 2023**.

##### Schedule

Action	Date (Approximate)
RFP Issued	March 28, 2023
Submission Date	April 26, 2023
Award of Assignment	May 15, 2023
Commence Assignment (Start-up meeting - week of)	May 22, 2023
Study data collection and evaluation	July 28, 2023
Draft Final Report	November 24, 2023
Final Report	December 22, 2023

Note: Although every attempt will be made to meet all dates, the Corporation reserves the right to modify any or all dates at its sole discretion.



**ATTACHMENT "B"**  
**PRICES**

**Consultant Organization:** \_\_\_\_\_

**Signing Officer Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

I/We, hereby propose and agree to provide Consulting Services for The Corporation of the Township of Muskoka Lakes, Public Works Department.  
Prices

**exclude all applicable** sales taxes (HST).

Work Item/ Location	Lump Sum Price
<b>Arenas Feasibility Study</b>	
Fees	
Disbursements and Expenses	
<b>TOTAL</b>	

**Notes:**

1. Fees shall include all costs associated with; undertaking any inspections, purchasing software or equipment, sub-consultants, etc. required to complete the work.
2. Disbursements and expenses shall include any reasonable costs to complete the work.

**ATTACHMENT "C"**

**LITIGATION AND CONFLICT OF INTEREST STATEMENT**

In its sole discretion, the Township may reject a submission if the bidder:

- a. Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Township.
- b. Is involved in a claim or litigation initiated by the Township.
- c. Previously provided goods or services to the Township in an unsatisfactory manner.
- d. Has failed to satisfy an outstanding debt to the Township.
- e. Has a history of illegitimate, frivolous, unreasonable, or invalid claims.
- f. Provides incomplete, unrepresentative or unsatisfactory references.
- g. Has engaged in conduct that leads the Township to determine that it would not be in the Township's best interest to accept the submittal.
- h. Has a conflict of interest, or that which may be viewed as a conflict of interest, either with or by the Township (see below).

The bidder, all sub-consultants, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers, shall not engage in any activity or provide any services where such activity, or the provision of such services, creates a conflict of interest (actually or potentially, in the sole opinion of the Township) with the provision of the work pursuant to the submission. The bidder acknowledges and agrees that a conflict of interest includes the use of confidential information where the Township has not specifically authorized such use.

The bidder shall disclose to the Township, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any sub-consultant or supplier that is directly or indirectly affiliated with or related to the successful bidder.

The bidder covenants and agrees that it will not hire or retain the services of any employee or previous employee of the Township where to do so constitutes a breach by such employee, or previous employee, of the employee's, or previous employee's employment contract, or the previous employer's conflict of interest policy, as may be amended from time to time.

A breach these provisions by the bidder, any of its sub-consultants, or any of their respective advisors, partners, directors, officers, employees, agents, or volunteers, shall entitle the Township to terminate the service agreement, in addition to any other rights and remedies that the Township has in the service agreement, in law, or in equity.

I, the undersigned, have read, understood and agreed to the above provisions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20XX.

\_\_\_\_\_  
Name of Authorized Signatory (print)

\_\_\_\_\_  
Signature (affix corporate seal)

**ATTACHMENT "D"**  
**ENVELOPE SUBMISSION INFORMATION**

**Envelope 1**

**The Township of Muskoka Lakes  
PO Box 129, 1 Bailey St  
Port Carling ON.  
P0B 1J0**

**Attn: Mr. Ken Becking P. Eng.,  
Director of Public Works**

**RFP NO.: 2023-28  
Arenas Feasibility Study**

- a) PROPOSAL
- b) ADDENDUM (if applicable)

**CLOSING: Wednesday, April 26, 2023 AT 2:00:00 P.M. LOCAL  
TIME**

**BIDDER NAME: \_**

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**Envelope 2**

**The Township of Muskoka Lakes  
PO Box 129, 1 Bailey St  
Port Carling ON.  
P0B 1J0**

**Attn: Mr. Ken Becking P. Eng.,  
Director of Public Works**

**RFP NO.: 2023-28**

**Arenas Feasibility Study**

**SUMMARY OF PROFESSIONAL  
FEES AND DISBURSEMENTS**

**CLOSING: Wednesday, April 26, 2023 AT 2:00:00 P.M. LOCAL TIME**

**BIDDER NAME: \_**

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# PROPOSAL FORM

FOR THE PROVISION OF: AS SUPPLIED BY:	
_____	
FIRM NAME	
_____	_____
ADDRESS	POSTAL CODE
(HEREINAFTER CALLED THE RESPONDENT)	
TO:	THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES PO Box 129, 1 Bailey St Port Carling, ON P0B 1J0 (HEREINAFTER CALLED THE CORPORATION)

## THE RESPONDENT DECLARES

2. No person(s), firm or corporation, other than the Respondent, has any personal interest in this Proposal or in the award for which this Proposal is made.
3. No member of Council, officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.
4. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same and is in all respects without collusion or fraud.
5. By signing this submission, I confirm I have read and understood the content and requirements of this Proposal document.

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

## ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda

ADDENDUM #	DATE RECEIVED
# _____	_____
# _____	_____

Check here if NO Addenda received

**DATED** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF WITNESS**

\_\_\_\_\_  
**SIGNATURE OF RESPONDENT**

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

## RESPONDENT INFORMATION FORM

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

1.	Firm/Company Name	
2.	Respondent's Contact Individual	
3.	Office Phone #	
4.	Toll Free #	
5.	Cellular #	
6.	Fax #	
7.	E-mail address	
8.	Website	
9.	WSIB Account #	
10.	HST Account #	

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



## Supplier Background and References

### CORPORATE / COMPANY PROFILE

Please provide a corporate profile of your company, including an overview of your product offerings, your business model, and what differentiates you from your competitors.

### ALLIANCES

Describe any technology and service alliances that your company has established.

### REFERENCES

<b>REFERENCE #1</b>	
<i>Organization Name:</i>	
<i>Contact Name:</i>	
<i>Contact Title:</i>	
<i>Address:</i>	
<i>Telephone #:</i>	
<i>E-mail Address:</i>	
<i>Description of Services Provided</i>	

<b>REFERENCE #2</b>	
<i>Organization Name:</i>	
<i>Contact Name:</i>	
<i>Contact Title:</i>	
<i>Address:</i>	
<i>Telephone #:</i>	
<i>E-mail Address:</i>	
<i>Description of Services Provided</i>	

<b>REFERENCE #3</b>	
<i>Organization Name:</i>	
<i>Contact Name:</i>	
<i>Contact Title:</i>	
<i>Address:</i>	
<i>Telephone #:</i>	
<i>E-mail Address:</i>	
<i>Description of Services Provided</i>	