



REQUEST FOR PROPOSAL FOR CONSULTING
SERVICES
P-2020-21
Architectural Drawings & Soil Samples

Closing Date: July 28th/2020

Time: 2:00 pm

Contact: CONTACT PERSON- Greig Young
CONTACT TITLE- Arena Manager
705-765-3156 Ext. 353
gyoung@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

1 DESCRIPTION OF UNDERTAKING

Description.

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 PROJECT COMPLETION

The Municipality wishes to have the project completed by **August 14th/2020 for the soil sampling at the Port Carling Arena & the overall project completed by Tuesday October 20th/2020.**

3 INVITATION

The Municipality is seeking proposals from suitably qualified consulting firms ("Consultants") to provide professional services to prepare **proposal outcome. Experience with Arena projects is preferred.**

4 DELIVERY AND OFFICIAL CLOSING TIME OF PROPOSALS

The time clock in the Public Works office of the Municipality is the official time for the deadline for submission. The Municipality is not responsible for submissions which arrive late or are not properly marked.

Proposals shall be officially opened and evaluated after closing time; however there will be no public opening. The report recommending the award will be a matter of public record following the award and information report to Council.

5 SUBMISSION DEADLINE

Proposals must be received at this location **NO LATER THAN 2:00 p.m. on Tuesday July 28th/2020.**

Any proposal received after the above due date and time will not be considered and will be returned unopened to the Consultant. Fax or electronic submissions will not be accepted.

Consultants are to provide four (4) copies of their proposal in a sealed package, clearly identified as to contents and addressed to:

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

Attn: **Greig Young Arena Manager Township of Muskoka Lakes**

6 PROPOSAL SUBMISSION:

The bid shall include items listed hereunder, but also include other considerations based on the bidder's understanding of the project. The Bidder is also required to propose a work plan that addresses the tasks outlined in the **Proposal Deliverable** (including, but not limited to, the deliverables identified in this RFP).

Bids must be plainly marked to reveal the contents and the name and address of the Bidder's firm.

Bids shall be submitted in envelopes with the information outlined in Attachment "F" - 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" Summary of Professional Fees and Disbursements).

If a Bidder wishes clarification of specifications, the Bidder shall not use the envelopes submitted, as they will not be opened prior to the bid opening.

The bid must be legible, written in ink, or typewritten. Any form of erasure, strikeout or overwriting must be initialed by the Bidder's authorized signing officer.

All prices must be clearly indicated and all extensions written in figures. The bid must not be restricted by a statement added to the Proposal Summary or by covering letter, or by alterations to the Proposal Summary as supplied by the Township of Muskoka Lakes unless otherwise provided herein.

Key contacts for inquiries regarding this RFP are as follows, and must be submitted by e-mail only, and directed to the attention of:

Greig Young
Arena Manager
E-mail: gyoung@muskokalakes.ca

Township staff may clarify any aspect of a bid submission with the Bidder at any time after the bid has been opened. Any such clarification will not alter the bid and shall not be constituted as a negotiation or renegotiation of the bid. The Corporation of the Township of

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Muskoka Lakes is not required to clarify any part of a bid. Any clarification of a bid by a Bidder shall not be effective until confirmation has been delivered in writing.

It will be the responsibility of the Bidder to clarify any details in question before submitting their bid.

Bidders shall note that all elements that are listed as provisional shall be included in the price submitted (see Attachment "B" – Summary of Professional Fees and Disbursements). However, these elements will be used at the Township's discretion pending budget, and no penalty for non-usage shall be applicable. Provisional items must be clearly identified as same. Bidders are required to provide pricing on all provisional items denoted.

After review of all the bids, and upon the opening of the Summary of Professional Fees and Disbursements (see Attachment "B") for those submissions which meet the Evaluation Criteria, the Township will then review and determine which provisional items, if any, will be utilized.

Should none of the bids be accepted, the Township may re-issue the Request for Proposal. A bid may be withdrawn unopened after it has been deposited, if such request is received in writing by the Township Clerk prior to the time specified for the opening.

7 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.

Proposals confirmed as withdrawn will be returned unopened to the Consultant. The withdrawal of a Proposal does not disqualify a Consultant from submitting another proposal prior to the official closing time.

8 COSTS FOR RFP DOCUMENTS

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

9 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. The onus is on the Consultant submitting a proposal to check the Municipality's website to verify they have received all relevant information. The Municipality reserves the right to not accept a proposal submission if the documents have been altered from the Municipality's own official documents.

10 FORMAT OF PROPOSAL

All Proposals must be 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) unbounded original, three (3) additional copies and one electronic copy (on USB key) of the complete submission and shall include (at a minimum):

- 1. Proposal Form (Page 32)**
- 2. Respondent Information Form (Page 33)**
- 3. Schedule 1 (Page 34-35)**
- 4. Schedule 2 (Page 36)**

11 SUMMARY OF KEY DATES

Site Visit (#3 Bailey Street Unit #2- (between 9:00 am-10:30 am)	June 29th/2020
Cut off for submission of questions	July 13th/2020
Response to questions	July 17th/2020
Submission of proposal	July 28th/2020
Anticipated award of assignment	July 31st/2020

12 COSTS INCURRED BY PROPONENTS

All expenses incurred in the preparation and submission of proposals shall be borne by the Consultant. The Municipality assumes no responsibility or liability for costs incurred by the Consultants as a result of participating in this RFP. No payment will be made for any proposals received, or for any other effort required of or made by the Consultant prior to the Consultant entering into a written contract with the Municipality. By submitting a proposal, each Consultant shall be deemed to have agreed that it/he/she has no claim.

13 ACCEPTANCE AND TERMS

Notwithstanding that in accordance with RFP Section 13, 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. All those who submit a proposal represent that they have read, completely understand, and accept the terms and conditions of the RFP in full.

14 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. For clarity, these RFP documents are not intended to be an offer to enter into a bidding contract with Consultants (often referred to as "Contract A") and no agreement of any kind shall exist between the successful Consultant and the Municipality until a contract, if any, has been formally executed by the successful Consultant and the Municipality.

15 RIGHT TO REJECT OR NOT OPEN

Notwithstanding any other provision of this RFP, the Municipality may, in its sole discretion, accept or reject any or all proposals. The Municipality may accept any proposal in whole or in part. There is no express or implied term of this RFP that the lowest priced proposal or the highest ranked proposal will be identified as the successful Consultant.

The Municipality reserves the right to cancel the RFP at any time and to reissue it for any reason whatsoever, without incurring any liability and no Consultant will have any claim against the Municipality as a result of the cancellation or re-issuing of the RFP.

Should the Municipality receive only one (1) qualified and duly executed proposal submission on commodities/services that have known multiple source potential, the right is reserved to recall the competition.

The Municipality reserves the right not to **open** a proposal call should the Municipality deem, in its opinion, to have received an inadequate number of responses to the call for proposals and further the right is reserved to cancel and recall the competition. Unopened proposals will be returned to all Consultants who responded.

The Municipality reserves the right not to accept a proposal that includes any person, corporation, which includes all related corporations, or other legal entity who, or which, has a claim or has instituted a legal proceeding against the Municipality or against whom or which the Municipality has a claim or has instituted a legal proceeding with respect to any matter, including previous contracts, bid submissions or business transactions. For clarity said right includes the Consultant submitting the proposal as well as any person, corporation or entity listed in the proposal such as the proposed general consultant/contractor, sub-consultant/sub-contractor or vendor within the submitted proposal.

16 CONSULTANT SELECTION COMMITTEE

The Consultant Selection Committee will consist of representatives of the Municipality. The Consultant Selection Committee may solicit advice/guidance from those persons or companies it deems appropriate. The Consultant Selection Committee may engage the Consultants for the purposes of clarification or negotiation as part of the selection process.

17 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.

18 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. If an acceptable agreement cannot be met with the qualified bidder, the Township reserves the right to negotiate an acceptable agreement with the next qualified bidder.

If an agreement cannot be reached which is acceptable to the Township, the project will be cancelled without award.

The Township further reserves the right, in its sole discretion, to cancel the contract agreement at any time without an award being made.

19 COMPLIANCE:

Any deviations to the Township's RFP document must be clearly defined and is subject to acceptance or rejection by the Township in its sole discretion. Bidders are encouraged to offer comments that clarify the content and intent.

20 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. Bidders are encouraged to offer comments that clarify the content and intent of their bid.

21 AWARD OF WORK

If the Municipality decides to award a contract based on a submission received in response to this RFP, 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 signed by both parties.

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 Municipality reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria. Consultants may not amend or withdraw their proposals after the official closing date and time. Proposals will be evaluated as soon as practicable after the closing time. The proposals and accompanying documentation submitted by the Consultants are the property of the Municipality and will not be returned.

Consultants are advised that all communications with the Municipality related to this RFP

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during the proposal process must be directly and only with the individual nominated in Section 18 of this document.

22 COMMUNICATIONS

All inquiries regarding this RFP are to be directed to the individual identified below. Inquiries must be received in writing (email) no later than July 13th/2020. All inquiries received and the responses provided will be sent to all Consultants by way of written addendum(s) no later than July 17th/2020, without naming the source of the inquiry.

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

Attn: **Greig Young Arena Manager**
gyoung@muskokalakes.ca
705-765-3156 ext. **353**

Where a Consultant finds discrepancies or omissions in the proposal requirements, or other proposal documents or instructions, or otherwise requires any clarification, the Consultant should contact the Municipality in writing by e-mail as noted above.

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, 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.

23 PROFESSIONAL CONSULTING AGREEMENT

Prior to commencing work on the project, the successful Consultant will enter into an Agreement for Professional Consulting Services with the Municipality based on the Municipality's Request for Proposal Information Package and the Consultant's submitted Proposal.

24 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.

The successful Consultant shall work solely and exclusively in the interests of the

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Municipality at all times to ensure that the project is successfully completed. The Consultant must identify current claims, potential claims, or disputes against the Municipality, if any, that the firm is involved with.

The Consultant must identify current developer and development interest that the firm has in the service area, if any. This information and any conditions attached to the proposal will be considered in the Municipality's evaluation.

No person, firm or corporation other than the Consultant and those named in the proposal shall have any interest in the submitted proposal or in the proposed contract for which this proposal is made and to which it relates.

This proposal shall be made by the Consultant without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a proposal for the same work, and shall, in all respects, act fairly and without collusion or fraud.

25 INTELLECTUAL AND PROPRIETARY RIGHTS

All intellectual, industrial or other proprietary rights of any type in any form protected or protectable under law and every other right, title, interest in and to all concepts, techniques, ideas, information, materials, however recorded (including images and data) ("Intellectual Property") provided by the Municipality to the Consultants in relation to this RFP shall remain the respective property of the Municipality at all times. The Municipality shall be the sole owners of any newly created Intellectual Property of the Consultants' related directly or indirectly to this RFP and any contracted services.

For those parts of the RFP or any related contract that are Intellectual Property owned by the Consultant prior to the proposal submission or created by the Consultant during the term of this proposal or contracted services independently of the performance of the Consultants' obligations under this RFP or related contract, the Consultant shall grant to the Municipality, a perpetual, worldwide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence; (a) to use, modify, reproduce and distribute, in any form, those parts of the proposal and/or related contracted services; and (b) to authorize other persons, including agents, consultants, sub-consultants, contractors or subcontractors to do any of the former on behalf of the Municipality.

26 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 quote submission.

All written Proposals received by the Township become a public record, once a Proposal is accepted by the Township of Muskoka Lakes, and a contract is signed, all information contained in them is available to the public, including personal information.

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Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

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

Phone: 705-765-3156 Ext 211

The Township Clerk has been designated by the Corporation of the Township of Muskoka Lakes Council to carry out the responsibilities of the Act.

27 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.

28 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; shall provide that the policy shall be non-

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contributing with, and apply only as primary and not as excess to any other insurance available to the Municipality; and shall also provide that neither the Consultant nor the insurer shall cancel, materially change or allow the policy to lapse without first giving the Municipality thirty (30) days prior written notice.

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.

No policy shall contain any provision which would contravene the obligations of the Consultant hereunder or otherwise be to the detriment of the Municipality.

The Consultant shall provide or cause to be provided to 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. No review or approval of any such insurance certificate by the Municipality shall derogate from or diminish the Municipality's rights or the Consultant's obligation contained in this RFP or the contract.

If at any time the Municipality is of the opinion that the insurance taken out by the Consultant is inadequate in any respect, it shall forthwith advise the Consultant of the reasons therefore and the Consultant shall forthwith take out additional insurance, if available, satisfactory to the Municipality.

The taking out of insurance shall not relieve the Consultant of any of its obligations under this RFP or the contract or limit its liability thereunder.

All policies of insurance shall be:

- (a) written with an insurer licensed to do business in Ontario;
- (b) in form and content acceptable to the Municipality acting reasonably;
- (c) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Municipality; and
- (d) contain an undertaking by the insurers to notify the Municipality in writing not less

than thirty (30) days before any material change, cancellation, lapse or termination of the policies.

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.

29 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.

30 FEE HOLDBACK

The Municipality will impose a ten percent (10%) holdback on overall fees until the final acceptance of all deliverables and final reports are made to the Municipality.

31 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

32 PROJECT REQUIREMENTS:

The Township of Muskoka Lakes requires the services of a qualified and competent Consulting Firm to undertake the completion of a **RFP purpose**.

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.

33 INTRODUCTION:

Description of the proposed undertaking including justification, rationale and desired outcome.

34 RESPONSIBLE DEPARTMENT:

Development and implementation of the **RFP Short Title** will be administered by the Public Works Department (the "Department"), which is responsible for directly providing, and assisting in, the provision of a wide variety of parks and recreation services and amenities. The Successful Bidder will work closely with the Department during the preparation and approval of the project plan.

35 SUCCESSFUL BIDDER:

The Successful Bidder must demonstrate the ability to apply innovative approaches towards integrated recreation and leisure planning that will improve the quality of life in the community.

The Successful Bidder must be capable of providing accurate, reliable, timely, and fiscally responsible services.

The bid must meet all the requirements outlined in this document.

36 SCOPE OF WORK:

The purpose of this Request for Proposal (RFP) is to solicit written submissions from a single consulting firm, or a team of firms, technically qualified to complete the work

required, as outlined herein.

The input data provided in the Terms of Reference shall be reviewed by the bidder with accuracy, and shall be verified by the bidder using background information available from the Township.

BACKGROUND

Both Arenas in the Township of Muskoka Lakes were constructed in 1973 so this year they will be 47 years old. The Arena floor has had some movement over the past few seasons due to a decision to provide ice in August for a local Figure Skating School that operated the last two weeks in August. Previous Engineer reports stated that these two facilities were not designed to provide ice any earlier than September.

Our typical season for Port Carling is to provide ice from September to April 1st. The construction of the floor will need to provide adequate insulation and granular soil to accommodate the longer season than our facility in Bala.

It is our goal to have the floor replaced for the 2021 off-season and have all related projects completed so that our staff can provide ice to our local user groups no later than Monday September 13th/2021. To ensure this startup date our staff are prepared to locate the groups using Port Carling over to our facility in Bala so that the work can begin when determined by your firm. We would appreciate to obtain a timeline for the project with the preferred startup date in mind. This will allow our staff to prepare groups for the necessity of preparing to move to Bala to finish off the season.

- i. Consulting firms planning to bid on this project must provide the Township of Muskoka Lakes with Shop drawings for the removal and replacement of the concrete pad at the Port Carling Arena. (including all related costs)
- ii. Hire a Refrigeration Contractor to pump out the brine from the Secondary Refrigerant system. Successful Contractor will pump out the brine from the Arena's Secondary refrigerant system under the floor and store on site. Test holes (minimum of four) will be cut/chipped and soil samples tested to determine the quality and depth of granular soil. The polyethylene piping will be spliced, clamped, and refilled with Quick Crete 5000. The brine will be pumped back into the system removing any air, and testing for leaks prior to filling in the test holes with Quick Crete 5000.
- iii. Provide shop drawings for the replacement of dasher boards and Shielding (Arena Glass). (including all related costs)
- iv. Provide costs for all of the above plus the replace for rubber flooring along the east side of the Arena (i.e. player benches & time box side of the Arena).
- v. Provide a timeline for the shutdown of the facility so that the project can be completed and allow Township of Muskoka Lakes staff to provide ice to local user groups no later than Monday September 13th/2021.
- vi. Finally provide the Township with the overall cost of the entire project so that this figure can be included in our 2021 Capital Budget.

37 PROJECT OBJECTIVES:

General description of the overall objectives of the proposed project and description of the desired outcome.

38 OVERALL OBJECTIVES:

The following provides an outline of the specific goals and objectives of this project:

- **List of goals, objectives and outcomes. Categorize as appropriate to ensure clarity.**

39 TERMS OF REFERENCE:

These Terms of Reference serve as a guide, to be used in combination with sound engineering judgement and standard engineering practices.

A detailed **Proposal Title** Proposal with recommendations as outlined in the Scope of Study, outlined above, shall be prepared for submission, in accordance with the following criteria:

- i. Detailed and specific recommendations that can be acted upon by the Township. The report is to be in a form that is user-friendly and easily understood yet technical enough for implementation.
- ii. Meeting minutes after each meeting with staff and any other interested parties, will be the responsibility of the Successful Bidder, all to be submitted to the Township for review and approval within one (1) week of the meeting date.
- iii. Final submission of reports/drawings.
- iv. All reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in Auto CAD (2013) and/or the latest version of 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.
- v. Record drawings and/or Final Reports must be submitted to the Township within three months of project completion. Record drawings must contain survey data from construction period.
- vi. Detailed breakdown of quantities and cost estimates for Township budget purposes, and construction estimates (if required).
- vii. 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.

- viii. The GIS based file (ESRI .shp) shall follow Muskoka Lakes GIS Standards including all related asset information as required by Elements 2 and 3 above.
- ix. Existing planning and engineering documents and studies are to be used as a source of background information, where available.

Detailed and specific recommendations that can be acted upon by the Township. The report is to be in a form that is user-friendly and easily understood yet technical enough for implementation.

Meeting minutes after each meeting with staff and any other interested parties, will be the responsibility of the Successful Consultant, all to be submitted to the Township for review and approval within one (1) week of the meeting date.

40 FINAL SUBMISSION OF REPORTS/DRAWINGS:

All reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in Auto CAD (2013) and/or the latest version of 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 three 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.

Existing planning and operational documents and studies are to be used as a source of

background information, where available.

Identify other value-added services available to the Township by the Bidder, should they be the successful bidder in order to support activities that serve to improve and maintain services in the community.

41 TOWNSHIP REPRESENTATIVE:

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

42 FINANCIAL IMPLICATIONS:

The agreement between the Township and the Successful Bidder shall specify the project cost for the Shop Drawings, related costs, and soil testing. 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.

43 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. The final report shall include electronic and hard copy maps which illustrate: the asset inventory by type, by time of need, and by inventory number.

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

44 BID CONTENT:

Bid submissions are restricted to those consulting firms that can demonstrate qualifications and experience in the field of **General Area of Expertise**, in particular previous experience preparing **Proposal Outcome** for cities 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 **45** pages, not including the covering letter, résumés and company credentials. Appendices are to be limited to résumés, project lists and corporate information. All reports, plans, drawings, specifications, designs, construction data and documents prepared by the Bidder shall be, and shall remain, the property of the Township.

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

The bid shall include:

Applicable Technical Expertise and Resources:

The Bidder's interest in the project and an understanding of the objective(s) of this project, as well as any relevant local expertise should be referenced.

Team Strength 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.

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.

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.

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 “E”).

45 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 “C” – 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 in Attachment “D” – Insurance Requirements.
- 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.

46 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.

47 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
Total		100

48 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.

Schedule Task	Suggested Completion
---------------	----------------------

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.

The Corporation reserves the right to reject any or all proposals. The Corporation also reserves the right not to proceed with the project, or any individual parts therein, without stating reason thereof.

Selection of a proposal(s) will be based on all the above criteria and any other relevant information provided by the Respondent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract. Nor shall it create any obligation on the Township to enter into further discussions.

Evaluation of the project lead and project support staff will include an assessment of the firms overall ability to provide multi-disciplinary capabilities and resources to this project and the Project Managers past experience on similar projects.

The assessment of past project experience will include evaluation of the Consultant's success with previous experience of this nature, the previous experience of proposed staff for this project, the stability and reputation of the firm, particularly in the area of consultant services and the ability to complete projects

June 2020

on time successfully.

The project will be awarded to the respondent who, in the sole judgment of the Corporation, provides the best overall value. The Corporation will not be obligated to select the lowest cost or any proposal.

The Corporation reserves the right to conduct reference checks on the Respondents, the results of which may affect the award decision.

The Corporation reserves the right to negotiate terms of reference with Respondents.

ATTACHMENT "A"
SCHEDULE

The following key dates listed are targeted as ones that will move this project forward.

The 100% Submission to Township Staff must be completed by **October 20th/2020**.

Schedule

Action	Date (Approximate)
RFP Issued	June 12th/2020
Site Visit for Project	June 29th/2020 (9:00 am to 10:30 am)
Submission Date	July 28th/2020
Award of Assignment	July 31st/2020
Commence Assignment (Start-up)	August 4th/2020
Study data collection and evaluation	August 5th/2020
Draft Final Report	October 13th/2020
Final Report	October 20th/2020

ATTACHMENT "B"

**SUMMARY OF PROFESSIONAL FEES
AND DISBURSEMENTS**

Excluding H.S.T.

Project: _____

Professional Firm: _____

Professional Liability Insurance: \$_____ Expiry Date:_____

Comprehensive Liability Insurance: \$_____ Expiry Date:_____

Automobile Insurance: \$_____ Expiry Date:_____

Proposal Element 1: Collection of Relevant Information from Stakeholders

1.	Consulting	\$	_____
2.	Disbursements	\$	_____
3.	General Payroll Burden		_____ %
	Total	\$	_____

Proposal Element 2: Field Work/Visual Inspection

1.	Consulting	\$	_____
2.	Disbursements	\$	_____
3.	General Payroll Burden		_____ %
	Total	\$	_____

Proposal Element 3: Analyze Data and Prepare Detailed Reports

1.	Consulting	\$	_____
2.	Disbursements	\$	_____
3.	General Payroll Burden		_____ %
	Total	\$	_____

GRAND TOTAL \$ _____

ATTACHMENT "C"
FEE SCHEDULE AND COST BREAKDOWN (EXAMPLE)

Activity	Labour						Costs								Total	Total Phase
	Staff					Total Hrs	Sub-Consultant	Equipment	Inspection	Other	Disbursement					
	Fee Hr.										Computer	Mileage	Report	Other \$		

ATTACHMENT “D”
INSURANCE REQUIREMENTS

The Township of Muskoka Lake’s insurance requirements for consultants (the “successful bidder”) are described below. The coverage provided by these policies shall not be changed or amended in any way or cancelled by the successful bidder unless approved by the City in writing.

COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE

The successful bidder shall provide the with a certified copy of Third Party Liability in a form satisfactory to the City, as follows:

Policy to be written on the comprehensive form including Contractual Liability and Complete Operations with an inclusive limit of not less than two million dollars (\$2,000,000.00) Bodily Injury and Property Damage with a deductible not greater than five thousand dollars (\$5,000.00). The Liability Insurance Policy shall not contain any exclusions of liability for damage, etc., to property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise.

Standard Automobile Policy on both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) Bodily Injury and Property Damage with a deductible not greater than five thousand dollars (\$5,000.00).

A “Cross Liability” clause or endorsement.

An endorsement certifying that the Township of Muskoka Lakes is included as an additional named insured.

An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City.

PROFESSIONAL LIABILITY INSURANCE

The Insurance Coverage shall be in the minimum amount of two million dollars (\$2,000,000.00). The successful bidder shall provide to the City proof of Professional Liability Insurance carried by the successful bidder.

ATTACHMENT "E"

LITIGATION AND CONFLICT OF INTEREST STATEMENT

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

- a. Has, at any time, threatened, commenced or engaged in legal claims or litigation against the City.
- b. Is involved in a claim or litigation initiated by the City.
- c. Previously provided goods or services to the City in an unsatisfactory manner.
- d. Has failed to satisfy an outstanding debt to the City.
- 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 City to determine that it would not be in the City'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 City (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 City) 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 City has not specifically authorized such use.

The bidder shall disclose to the City, 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 City 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 City to terminate the service agreement, in addition to any other rights and remedies that the City 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 _____, 2020.

Name of Authorized Signatory (print)

Signature (affix corporate seal)

ATTACHMENT "F"
ENVELOPE SUBMISSION INFORMATION

Envelope 1

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

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

**RFP NO.: 2020-21
Architectural Drawings & Soil
Samples**

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

CLOSING: TUESDAY, July 28th/2020 AT 2:00 P.M. LOCAL TIME

BIDDER NAME: _

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.: 2020-21
Architectural Drawings & Soil
Testing**

**SUMMARY OF PROFESSIONAL FEES AND
DISBURSEMENTS**

Closing: Tuesday July 28th/2020 at 2:00 pm LOCAL TIME

Bidder Name: _____

PROPOSAL FORM

FOR THE PROVISION OF:	Port Carling Arena- Drawings for Floor Replacement & Soil Samples	
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

1. 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.
2. 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.
3. 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.
4. 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

REFERENCE #1	
<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>	

REFERENCE #2	
<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>	

REFERENCE #3	
<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>	

PRICES

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
<ul style="list-style-type: none"> ▪ Architectural drawings and specifications setting forth in detail for the replacement of Arena floor at Port Carling Arena for Township's approval. Related costs for replacement of floor. 	
<ul style="list-style-type: none"> ▪ Drawings for replacement of Arena Boards and Shielding (Arena Glass with 1/2" & 5/8" Tempered Glass) & related costs for replacement. 	
<ul style="list-style-type: none"> ▪ Remove existing brine from Secondary Refrigerant system and store on site. ▪ Take necessary soil samples to determine existing granular soil. Cut concrete floor, take soil samples, splice the polyethylene piping, and patch pipes. Pump the brine back into the system, remove air from system, & test for leaks. To be completed by August 14th/2020. 	
<ul style="list-style-type: none"> ▪ Costs to replace rubber flooring on player's bench side of Port Carling Arena. 	
<ul style="list-style-type: none"> ▪ Fees 	
<ul style="list-style-type: none"> ▪ Disbursements & Expenses 	
Total	

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.
3. **Note**** for the proposed site visit please be advised that our Township requires every Contractor who enters our facilities must fill out an "*Infectious Disease Protocol: Contractor Sign Off form*" prior to entering the facility. Forms can be obtained upon request.