



## **REQUEST FOR PROPOSAL**

Parks and Recreation Department

### **Conceptual Design Plan for the Catwalk Pond located in Centennial Park**

**RFP No. PRD-02-18**

Please submit complete proposal using the attached forms, quoting the above proposal number and closing date; and forward before **10:00:00 a.m. local time, Tuesday May 8, 2018** to:

**The Corporation of the Town of Petawawa  
Town Hall  
1111 Victoria St.  
Petawawa, Ontario  
K8H 2E6**

Submissions must be received in accordance with the attached RFP forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

**Contact:**

Mr. Kelly Williams  
Manager of Parks and Recreation  
16 Civic Centre Rd.  
Petawawa, Ontario, K8H 3H5  
613-687-5658 ext. 2104  
[kwilliams@petawawa.ca](mailto:kwilliams@petawawa.ca)

Note: Potential proponents **must provide contact information to the Town (e-mail to [kwilliams@petawawa.ca](mailto:kwilliams@petawawa.ca))** in order to be placed on the distribution list and to be advised of any addenda or further information that may be issued regarding this project. **A site meeting is scheduled for Tuesday April 24, 2018 at 2:00 pm. The site meeting is not mandatory, however, given the uniqueness of the project, is highly recommended.**

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## A. THE PROJECT AND PROPOSALS

### 1.0 INTRODUCTION

The Town of Petawawa, Ontario is nestled on the western shores of the Ottawa River, 160 km west of Ottawa and just east of Algonquin Park. Covering 165 square kilometres, Petawawa has the largest population in the County of Renfrew at 17,187, and population concentration between Ottawa and North Bay. Petawawa enjoys a unique partnership with Garrison Petawawa, Canada's second largest military base with over 7,000 military and civilian personnel.

Our tagline, "Dynamic by Nature", alludes to our beautiful surroundings and natural habitat and highlights the Town assets: the Petawawa and Ottawa Rivers. Our tourism and recreational focus includes many water-based activities, programs and festivals. Our Centennial Park is the focal point to an award winning trail system that runs along the Petawawa River within the Town. Our Council adopted a Strategic Plan in 2011; one objective of that plan: "*to become a centre of excellence in recreation, culture and tourism*". The 2012 Parks and Recreation Master Plan highlighted the importance of maintaining public parks and green spaces within the community and placed significant emphasis on access to quality outdoor recreation opportunities.

Population growth within the Town has grown substantially over the years and this increase is anticipated to continue. With growth, demands on public parks and specifically the Town's community level parks continues to increase as well. The Town's flagship park – Centennial Park, located in the heart of the community, has provided quality recreational opportunities to residents and visitors for decades. Constructed as a centennial project in the late 1960's, the park has also been home to many large events including Petawawa's annual Canada Day celebration and more recently an Ontario 150 concert featuring the Jim Cuddy Band and other county music acts. This waterfront park located along the shores of the Petawawa River is host to the Millennium Trail, a 2 km long paved trail that cuts through Centennial Park and features interpretive signs that share Petawawa's rich cultural history going back to the fur trade. In May of each year, the park hosts the annual Hell or High Water festival – the largest whitewater festival in Canada. Additionally, Centennial Park provides other recreational amenities such as a beach, band-shell, wedding gazebo, play spaces, washrooms, outdoor fitness equipment and a picnic area.

In recent years, operational challenges have precipitated the need to re-look at the design and use of the man-made pond located within the park as a means of resolving these challenges and preparing the park for future use. The Corporation of the Town of Petawawa, herein referred to as "the Town", Parks and Recreation Department, invites proposals from professional firms interested in the provision of consulting services for the preparation of a conceptual design plan for the redevelopment of the Catwalk Pond located in the Centennial Park. The conceptual design plan must include elements of beautification, improved functionality, increased service levels, management of risks associated with the adjacent fast flowing river, sustainability, environmental stewardship and offer solutions to the chronic issues that have existed with the pond for many years.

### 2.0 BACKGROUND AND PURPOSE

In recent years, operational challenges have surfaced involving the man-made pond located in Centennial Park. Constructed approximately 50 years ago, the concrete and stone walls that create the pond have eroded over time creating an expensive repair situation. Additionally, other operational challenges have surfaced due to environmental changes being experienced with the Petawawa River and risk mitigation challenges as they relate to the original design of the pond retaining wall. In more detail, these challenges are as follows:

- **Retaining wall condition** – the retaining wall is constructed in sections comprising of both poured concrete and river stones set in concrete and mortar. The upper section (upstream) has a poured concrete base with a more visually appealing stone section on top of it that runs along the majority of the length of the base. Spring freshet erosion (Petawawa River water flows over the wall in the spring) has worn away much of the mortar and concrete from the stone section of the wall to a point where stones are now coming away from the wall. The Town has looked at repairing and capping the wall (concrete) and recently acquired quotations to complete the work are significant.

- **Changes to environmental conditions** – the pond is created by an intake located at the upstream end of the wall that diverts water from the Petawawa River into the pond. Water levels in the pond are controlled via an outlet located at the downstream end of the pond. Both the inlet and outlet are similar in design and utilize adjustable gates. The issue currently being experienced involves reduced flows in the Petawawa River (spring-run – no dam control) and as a result, reduced flows into the pond during mid to late summer. Without the ability to bring fresh make-up water into the pond, bacterial counts in the pond skyrocket and the beach area is then closed by the municipality on order of the regional health unit. The pond also sees considerable use by waterfowl during the summer months. Additionally, at certain times, the “fresh” water that is being diverted into the pond from the Petawawa River can also experience higher than normal bacterial counts towards the mid to end point of the summer as water levels in the river decline. This compounds the water quality issues being experienced in the pond.
- **Risk mitigation challenges** – The Catwalk Pond has provided residents and visitors of Petawawa a place to recreate and enjoy all of its natural amenities for 50 years. Users of the park have enjoyed its beach, walked and climbed the retaining wall, swam in both the pond and adjacent rapids and visited the island that is located at the mid-point of the Catwalk Wall. Throughout the investigations completed as a result of the above noted challenges, it has become apparent that other risk management challenges exist with the overall design of the wall. A recent risk management inspection completed by Frank Cowan Insurance Ltd, the Town’s insurance provider, indicates that a number of risk concerns exist with the design of the wall and recommends remedial actions to resolve or minimize those risks. Town of Petawawa Council wishes to investigate alternative options to what has been recommended in the risk management report.

The common challenge associated with the above noted concerns seem to relate to the original design of the retaining wall compounded by environmental and societal changes that have occurred over the last number of years/decade. In order to resolve the challenges associated with operation of the pond and provide users of the park with meaningful and enjoyable outdoor leisure opportunities, the Town of Petawawa is seeking conceptual design proposals from qualified firms.

### **Key Deliverables**

The key deliverables of the project must include and are not limited to:

- The provision of a conceptual design plan for the modernization of the Catwalk Pond that includes options for addressing the challenges associated with the current condition of the retaining wall(s) and risks associated with public use of the walls and the connecting island.
- The plan will include both conceptual design drawings and a planning document that outlines:
  - The benefits associated with the proposed design.
  - How the proposed design addresses current concerns with the pond and retaining walls.
  - The risks associated with the proposed design.
  - A possible schedule associated with implementation.
  - Government authorities/agencies that will need to be consulted as part of implementation.
- The plan will also include options for addressing challenges associated with poor water quality in the pond.
- The provision of a Class 5 (Order of Magnitude) cost analysis of the proposed options allowing Council to understand the costs associated with implementation and thus budget accordingly at a later date should they wish to proceed with the proposed design.
- A minimum of four (4) face to face meetings throughout the project (kick-off, public consultation, 90% review and Council presentation).
- The final plan will be submitted in electronic version with design drawings being submitted in both electronic and hard copy versions (sized appropriately for future presentations).

### **3.0 TERM OF THE PROJECT**

The completion date for the work is set for **September 31, 2018** as per the attached terms of reference for the Conceptual Design Plan. The Town of Petawawa reserves the right to cancel the contract at its sole discretion based on sixty (60) days notice.

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### 4.0 RFP SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town of Petawawa reserves the right to modify any or all dates at its sole discretion

<b>Release of RFP:</b>	<b>Wednesday April 11, 2018.</b>
<b>Site meeting:</b>	<b>Tuesday April 24, 2018 – 2:00 pm</b>
<b>Deadline for Submitting Questions:</b>	<b>Friday April 27, 2018 – 4:00 pm</b>
<b>Deadline for Responding to Questions:</b>	<b>Tuesday May 1, 2018.</b>
<b>RFP Closes:</b>	<b>10:00 am - Tuesday May 8, 2018.</b>
<b>Final Selection and Notification:</b>	<b>May 2018.</b>

### 5.0 PROJECT AUTHORITY AND INVOLVEMENT

This RFP is administered by the Manager of Parks and Recreation reporting to the Chief Administrative Officer (CAO). All inquiries regarding this RFP must be directed as specified in Section A – 7.0 herein.

### 6.0 PROJECT STAKEHOLDERS

The decision making authority rests with the Corporation of the Town of Petawawa.

The following parties are stakeholders in this Request for Proposal:

- Town of Petawawa Mayor and Council
- Town of Petawawa Chief Administrative Officer
- Parks and Recreation Department
- Public Works Department

### 7.0 INQUIRIES

Any clarification of this document or request for additional information must be received by **4:00 p.m. Friday April 27, 2018** in writing, by fax or email to:

Mr. Kelly Williams  
Manager of Parks and Recreation  
Town of Petawawa  
Parks and Recreation Department  
16 Civic Centre Rd.  
Petawawa, Ontario  
K8H 3H5  
613-687-5678 ext. 2104  
613-687-6746 (fax)  
[kwilliams@petawawa.ca](mailto:kwilliams@petawawa.ca)  
[www.petawawa.ca](http://www.petawawa.ca)

If necessary, a written addendum will be sent to all proponents. Should any proponent find discrepancies in, or omissions from the specifications, or should a proponent be in doubt as to their meaning, they must notify the staff contact indicated in this section in order to obtain clarification.

No notation calculated or intended to change or alter the above context in respect of specification(s), delivery, terms, conditions, etc., shall be made to the herein form by any proponent. All points as may be intended to reflect changes as herein referred shall be clearly set out in a separate letter, which shall be appended hereto.

## 8.0 PROPOSAL CONTENT

- A. **Price** – Proponents will be required to bid a Lump Sum Price. This element of the evaluation will be worth up to **twenty (20) points**. Each proponent should also include a preliminary schedule of value that contains a sufficient level of detail so as to permit the Evaluation Committee to determine whether the Proponent has adequately scoped the Project. The proposal shall also include a complete budget for the project including expenses and per diem rates and hours and a firm final price to carry out the project.

The Town of Petawawa has estimated that the scope of work would be of a pre-HST value of not more than **Twenty Five Thousand (\$25,000)**. Should your bid price be more than this estimate please ensure that a detailed costing supports your bid price.

The Town of Petawawa will provide, at their expense, meeting space for the consultant/consulting firm to conduct the meeting requirements associated with the development of the Conceptual Design Plan

- B. **Company Profile, Experience and References** – Submissions shall include the legal name and form of the firm(s), a company profile(s), specify the parent company if applicable, including years in business, an overview of the experience of the firm(s) in providing similar services or goods to the public sector, and any other relevant information about the responding firm(s). The Town desires to engage a consultant/consulting firm with the experience necessary to realize the objectives set forth in the RFP. The proposal will be evaluated based on the consultant/consulting firm's demonstrated experience in conducting Conceptual Design Plans of similar size and scope. This element of the evaluation will be worth up to **thirty (30) points**.

The proponent shall provide completed **Appendix "D" – References** – providing a list of not less than three (3) references for work completed within the last five (5) years and that may be contacted by Town staff. The Town reserves the right to contact any or all of the supplied references and may disqualify proponents who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

- C. **Key Personnel** – The Town desires that the consultant/consulting firm assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the project. This table should include all personnel that will be assigned to the project. Please include an organizational chart indicating reporting relationships. This element of the evaluation will be worth up to **twenty (20) points**.

- D. **Project Management Plan** – Proponents are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the consultant/consulting firm intends to manage and implement the project. The proposal shall include a statement of the proponent's understanding of the project and the proposed approach and tasks to carry out the work. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) include a schedule that shows the anticipated manner in which the project will be carried out; (ii) identify key milestone dates and provide a description of how these dates will be achieved; (iii) describe the key challenges inherent in this project and explain how they will be overcome or mitigated. This element of the evaluation is worth up to **thirty (30) points**.

- E. **Acknowledgements** – The proponent shall provide a completed **Appendix "A" – Acknowledgements** – confirming any addenda received.

- F. **Pricing and Completion Schedule** – The proponent shall provide a completed **Appendix "B" – Pricing and Completion Schedule** – providing the firm price for conducting the conceptual design plan, in Canadian funds, at the Town of Petawawa, excluding HST. The proponent shall provide their HST registration number. Prices remain firm for a period of 120 days from the date of the RFP closing.

- G. **Form of Irrevocable Offer** – The proponent shall provide a completed **Appendix “C” – Form of Irrevocable Offer**.
- H. **RFP, Plans and Renderings** – The proponent shall submit **one (1) original and three (3) hard copies** of their proposal including any plans and renderings. Faxed or emailed proposals will not be accepted. The proponent’s proposal must include all data and information requested and must be submitted in accordance with all RFP instructions. The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Town’s requirements, but rather shall provide convincing rationale to address how the proponent intends to meet these requirements. Proponents shall assume that the Town has no prior knowledge of their experience and the proposal evaluation will be based solely on the information presented in the proposal.  
  
Information which the proponent considers to be of a proprietary or confidential nature must be clearly marked **“PROPRIETARY”**.
- I. **Page Format** – Page size shall be 8.5 x 11 inches. All margins shall be no less than 1 inch. Pages shall be spaced no smaller than single spacing. All copies of the proposal shall be printed single sided.
- J. **Binding and Labelling** – All sections of the proposal submission shall be bound together in one 3-ring binder. Each binder shall have the RFP number, the proponent’s identity and one shall bear the name “ORIGINAL” and the remaining shall bear the name “COPY”, along with the copy number printed on the cover. Pages shall be numbered sequentially by section, identifying the RFP number, section number and page number in the upper right hand corner of the page. Tabbed dividers shall separate each section.
- K. **Meets Specifications** – The proponent shall provide sufficient details that provide confirmation that all work meets the requirements of the RFP. Failure by the proponent to provide such confirmation may result in rejection of the proposal as null and void.

**9.0 EVALUATION OF PROPOSALS**

Submission evaluation will be conducted pursuant to the Town’s Purchasing By-Law. The bid submission review committee will be established to evaluate bid submissions. The bid submission review committee will consist of: Manager of Parks and Recreation, Director of Public Works, CAO/Clerk.

Project submissions to be evaluated based on the criteria as set out in Table 1 below.

**Table 1 – Evaluation of Submissions**

<b>Evaluation Criteria</b>	<b>Weighting</b>
Price	20%
Company Profile/Experience and References	30%
Key Personnel	20%
Project Management Plan/Understanding of Project	30%
<b>Total:</b>	<b>100%</b>

- A. **Oral Presentation** – The Town does not intend to interview proponents; however, the Town reserves the right to interview proponents in the competitive range if necessary. If the Town conducts such interviews, each proponent within the competitive range shall make an oral presentation to the Town’s Evaluation Committee, and participate in a question

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and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the proposal, the qualifications of each proponent and the proponent's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

- B. **Length of Oral Presentation** – Each proponent will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The proponent will then respond to questions from the Evaluation Committee for no more than 90 minutes.
- C. **Schedule** – The order of presentations will be selected randomly and the proponents will be informed of their presentation date before the beginning of the oral presentations. The Town reserves the right to reschedule any proponent's presentation at the discretion of the contracting officer.
- D. **Proponent Attendees** – The oral presentation will be made by the proponent's personnel who will be assigned the key jobs for this project. Each proponent will be limited to 7 persons. The job functions of the persons attending the presentation will be considered to be an indication of the proponent's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.
- E. **Topics** – The proponent may present information about its proposal, capabilities and special qualifications to serve as a consultant for this project, including the qualifications of key personnel.
- F. **Best and Final Offer (BAFO)** – The RFP evaluation committee may provide bidders with an opportunity to provide a Best and Final Offer (BAFO). The BAFO process represents an optional step in the bidder selection process and is not part of the contract negotiation process. BAFOs may be useful when no single response addresses all the specifications, when the costs submitted by all bidders are too high, when two or more bidders are virtually tied after the evaluation process or when all bidders submitted responses that are unclear or deficient in one or more areas.
- G. **Form of Contract** - The proponent agrees to enter into an agreement with the Town of Petawawa, within ten (10) business days of being awarded the RFP. The agreement will be in a Form of Contract executed in duplicate.

### 10.0 SUBMISSION OF PROPOSALS

Submissions in sealed envelopes, clearly marked **RFP No. PRD-02-18**, will be received no later than **10:00:00 a.m. Local Time, Tuesday May 8, 2018** and shall be addressed to the Manager of Parks and Recreation, 1111 Victoria St., Petawawa, Ont., K8H 2E6. Submissions will be received by the staff person designated by the Town at the Town Office counter no later than the time and date stated in this section.

To receive consideration, proposal documents must be received prior to the specified time of closing. Proponents are solely responsible for the method and timing of delivery of the proposal documents. Failure to comply with proposal submission requirements may result in the rejection of the proposal. No proposal documents may be withdrawn after closing. Prior to closing, RFP's may be withdrawn only upon written request signed by an authorized officer of the company. Faxed or electronic submissions will not be accepted.

### 11.0 FORM OF CONTRACT

The proponent agrees to enter into an agreement with the Town of Petawawa within ten (10) business days of being awarded the RFP. The agreement will be in a Form of Contract executed in duplicate. An example of the Agreement is attached to this RFP as Appendix E.



## **B. GENERAL TERMS AND CONDITIONS**

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP and are deemed incorporated into every contract resulting from this RFP:

### **1. DEFINITIONS**

The following definitions apply:

- A. **“Agreement”** is the Form of Contract attached hereto as Appendix “E”.
- B. **“Applicable Law”** and **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.
- C. **“Business Day”** or **“Business Days”** means Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.
- D. **“Conceptual Design”** as it applies to this RFP means the first stage of the design process where drawings and other illustrations are used to provide a description of the proposed product/solution(s). The plan provides a set of integrated ideas and concepts about what it should do, behave and look like in a way that is understandable for users and operators. As it relates to this particular project, approval of the Conceptual Design Plan by Council will be followed by detailed design and the preparation of tender documents at a later date (pending budget approval) and through a separate procurement process.
- E. **“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.
- F. **“Days”** means calendar days.
- G. **“Eligible Proposal”** means a proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.
- H. **“Evaluation Team”** means the individuals who have been selected by the Town to evaluate the proposals.
- I. **“Personal Information”** means recorded information about an identifiable individual or that may identify an individual.
- J. **“Preferred Proponent”** means the Proponent(s) that the Town has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.
- K. **“Proponent”** or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.
- L. **“Proposal”** or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.
- M. **“Proposal Submission Deadline”** means the Proposal submission date and time as set out in **Section A 9.0 Submission of Proposals**, and may be amended from time to time in accordance with the terms of this RFP.
- N. **“Purchaser”** means the Town of Petawawa, and which is the purchasing authority pursuant to this RFP.

- O. **“Request for Proposals”** or **“RFP”** means this Request for Proposals issued by the Purchaser for the purchase of the Services, and all addenda thereto.
- P. **“RFP Coordinator”** means the individual identified in **Section A 6.0 - Inquiries**.
- Q. **“Services”** means the services intended to be procured pursuant to this RFP.
- R. **“Town”** means the Town of Petawawa.
- S. **“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Purchaser and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

**2. Opening process.**

The following processes shall be used when RFP submissions are opened:

- A. Only the name of each proponent will be released at the time of opening.
- B. The pricing component and the ranking of all accepted submissions will be reported to Council upon award recommendation.

**3. Improper Delivery.**

Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP will not be accepted. Late submissions in response will also not be accepted.

**4. Signing Requirements.**

Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.

**5. Applicable Law.**

This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:

- the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
- *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the Town is relying on this warranty in its decision to award the contract to the proponent,
- *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, section 13 of which statute states:  
*In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.*

This RFP, each submission and the Project itself are also each subject to the provisions of the Procurement Policies and Procedures by-law 306/04 of the Corporation of the Town of Petawawa, as amended.

**6. Town Not Liable for RFP Costs.**

The Corporation of the Town of Petawawa is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".

**7. Required Warranties.**

Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;

- i. The prices in this Proposal have been arrived at independently from those of any other submitter of a proposal.
- ii. The prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor.
- iii. No attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition.
- iv. This proposal is in all respects fair and without collusion or fraud.
- v. There has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. All materials and/or services proposed to be supplied to the Corporation of the Town of Petawawa conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the proposal is:
  - a. Competent to perform the work described in this RFP ["the work"];
  - b. Has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
  - c. Shall supply everything necessary for the performance of the work;
  - d. Shall carry out the work in a diligent and efficient manner;
  - e. Ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the Town of Petawawa as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the Town is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

**8. Errors and Omissions.**

It is understood and agreed that this RFP includes specific requirements and specifications. The Town shall not be held liable for any errors or omissions in any part in this RFP. Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and considerations with respect to the matters addressed in the RFP. There will be no consideration of any claim after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.

**9. No Obligation to Contract.**

Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the Town of Petawawa. Submissions constitute offers which the Town may or may not accept on its sole discretion. The Corporation of the Town of Petawawa further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the Town of Petawawa also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the Town of Petawawa further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the Town in the opinion of the Town. The Town of Petawawa reserves the right to include consideration of any outstanding claims against or by the Town, any record of poor performance with the Town and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the Town.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the Town of Petawawa and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by the Corporation of the Town of Petawawa including but not

limited to those set out herein. The Town reserves the right to reject an offer to supply goods and services presented in response to the Town's procurement processes where the Town determines that the person making the offer is in any way indebted to the Town and in its sole discretion is of the opinion that it is in the Town's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the Town may, at any time prior to the completion of the services, terminate this Agreement by giving thirty (30) days written notice to the Contractor. Upon a termination notice being given, the Contractor shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this Agreement, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Contractor has not already been so paid or reimbursed by the Town.

**10. Contract Payments.**

Unless otherwise specified, should the Corporation of the Town of Petawawa enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the Town of Petawawa, or the date on which the invoice is received, whichever is later.

**11. Limitation of Liability.**

Unless otherwise agreed, should the Corporation of the Town of Petawawa enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the Town of Petawawa harmless from any and all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss, expense, action or suit arising from the Project. Independent of any steps taken by the Town, it shall be the Contractor's responsibility to investigate and handle any and all third party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to the Town.

**12. Dispute.**

In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the Town of Petawawa, the decision of such agent as the Corporation of the Town of Petawawa may appoint will be final and binding.

**13. No Assignment.**

Unless otherwise agreed, should the Corporation of the Town of Petawawa enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Corporation of the Town of Petawawa, assign or subcontract any aspect of the Project or the deliverables.

**14. Fit for Use.**

All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.

**15. No Implied Waiver.**

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.

**16. Governing Law.**

All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.

**17. Conflict of Interest.**

The proponent covenants that the work will be undertaken without a conflict of interest and that during the course of the work, the proponent shall not undertake any work for any other client, which would result in a conflict of interest, without the prior written consent of the Town.

**18. Force Majeure.**

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

**19. Deemed Satisfaction as to Submission.**

The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the Town of Petawawa based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

**20. Default Under Project.**

In case of a default of performance of the Project, the Corporation of the Town of Petawawa reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

**21. Title and IP Right to the Work.**

Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the Town upon delivery and acceptance thereof by or on behalf of the Town. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the Town of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the Town and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.

**22. Insurance.**

Any selected proponent shall be required to carry Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than two million dollars (\$2,000,000.00). WSIB coverage shall be provided as required by, or available under law. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be kept in full force during the complete project period.

**23. Enforcement.**

Any successful proponent will have to enter into a legally binding agreement with the Corporation of the Town of Petawawa. Where any breach of the terms of that agreement should occur, the Town shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the Town of Petawawa including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the Town of Petawawa in any such legal process.

**24. Privacy and Freedom of Information.**

All submissions and attached materials received in response to this [RFP/tender] are deemed to be the property of the Town of Petawawa as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all tenders, quotations and proposals submitted to the Corporation of the Town of Petawawa. Tenders, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Town shall not withhold the following information from tenders, quotations or proposals, if requested through the MFIPPA process by any person or business:

- The cover letter to the tender, quotation, or proposal;
- The table of contents;
- lists of figures, tables, and appendices; and
- Any information regarding the form and structure of a tender, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

**RFP # PRD-02-18**

Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. The Town of Petawawa cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

**APPENDIX “A” – ACKNOWLEDGEMENTS**

**I/WE ACKNOWLEDGE** that this proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

**I/WE ACKNOWLEDGE** that all matters stated in the submitted Proposal are in all respects true.

**I/WE ACKNOWLEDGE** that \_\_\_\_\_ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.

**I/WE ACKNOWLEDGE** that I/WE have carefully read Request for Proposal # **PRD-02-18** and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer with the Corporation of the Town of Petawawa to provide the necessary services for the development of a Conceptual Design Plan at pricing indicated in **Appendix “B” – Pricing and Completion Schedule**.

**I/WE ACKNOWLEDGE** and warrant that the pricing submitted shall be for a period of one hundred and twenty (120) days from the date of the Proposal closing.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Firm or Organization Name

\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City                      Postal Code

\_\_\_\_\_  
Telephone and Fax Number

**APPENDIX “B” – PRICING AND COMPLETION SCHEDULE**

Conceptual Design Plan for the Catwalk Pond located in Centennial Park.

The consultant/consulting firm must be willing to coordinate and facilitate the following meetings; these meetings are the minimum required to ensure a successful project; the consultant may quote on additional meetings if necessary:

- Initial meeting with the Town of Petawawa project team to confirm the direction of the Conceptual Design Plan project.
- A minimum of one (1) focus group/public meeting/workshop to collect information to complete the Conceptual Design Plan
- One meeting to present the draft Conceptual Design Plan to the Town of Petawawa project team.
- Final presentation to the Council of the Town of Petawawa.

<b>LUMP SUM PRICE:</b>	<b>\$</b>
<b>HST:</b>	<b>\$</b>
<b>TOTAL:</b>	<b>\$</b>

<b>HST REGISTRATION NUMBER IS:</b>	
------------------------------------	--

<p><b>The timeframe for commencement of the project will be _____</b>          (Indicate number of days after notification of award of the RFP).</p>
<p><b>The timeframe for completion of the project will be _____</b>          (Indicate number of days after commencing the work).</p>

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**Firm or Organization**

\_\_\_\_\_  
**Signing Authority (print name)**

\_\_\_\_\_  
**Street Address**

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

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**Postal Code**

\_\_\_\_\_  
**Telephone and Fax Number**



**APPENDIX C. FORM OF IRREVOCABLE OFFER**

I hereby offer to provide the requirements under Request for Proposal RFP No. PRD-02-18 to the Corporation of the Town of Petawawa according to the terms set out in this Proposal as well as in the RFP including the requirement for and acceptance of a formal contract acceptable to the Corporation of the Town of Petawawa. I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the Town of Petawawa for a period of one hundred-twenty (120) days from the closing date for the receipt of Proposals.

**WITNESS** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

OR

**NAME** \_\_\_\_\_

(Affix Company Seal if applicable)

**TITLE** \_\_\_\_\_

**COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/PROV.** \_\_\_\_\_

**POSTAL CODE** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**FAX NO.** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**APPENDIX D. CONTACT INFORMATION & REFERENCES**

Company contact information

CONTACT PERSON	
E-MAIL ADDRESS	
REGULAR PHONE NUMBER	
EMERGENCY PHONE NUMBER	

References provided by the proponent will be used to determine whether past performance on similar contracts has been satisfactory.

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

COMPANY	
NAME	
TITLE	
EMAIL	
PHONE NUMBER	

**APPENDIX “E” – AGREEMENT**

**FORM OF CONTRACT**



**REQUEST FOR PROPOSAL  
RFP # PRD-02-18**

**Conceptual Design Plan for the Redevelopment  
of the Catwalk Pond located in Centennial Park**

**-AGREEMENT-**

**BETWEEN:**

The Corporation of the Town of Petawawa  
(Hereinafter referred to as the “Town”)  
**OF THE FIRST PART**

**AND:**

**XXX**  
(Hereinafter referred to as the “Proponent”)  
**OF THE SECOND PART**

**WHEREAS** authority is given under the *Municipal Act, S.O. 2001, c.25*, as amended, for the Council of the Corporation of the Town of Petawawa to engage in contracts for the purpose of providing goods and services;

**AND WHEREAS** the Council of the Corporation of the Town of Petawawa wishes to engage XXX to undertake the development of a Conceptual Design Plan for the Town of Petawawa;

**NOW THEREFORE** the Town and the Proponent hereby agree to the following terms and conditions:

1. The Proponent will provide the goods and services and undertake the work as set out in **RFP # PRD-02-18** and the **Proponent’s Submitted Proposal**.

2. The Proponent will cooperate with the Town’s auditor with respect to any financial matters involving business between the Proponent and the Town.
3. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Proponent and the Town, the Proponent and the Town hereby agree to submit the matter to an impartial arbitrator under the Arbitrations Act, whose decision shall be final and binding. In the event that the matter is referred to an arbitrator under this Article, the parties agree to equally share the cost of the arbitrator and any related expenses.
4. The Proponent shall, at all times during the term of this Agreement, maintain not less than \$2,000,000.00 in commercial liability insurance, structured on a “per occurrence” basis, and motor vehicle liability. A copy of the insurance policy shall be filed with the Town upon the commencement of the Agreement and the Town shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
5. This Agreement shall be subject to the applicable laws of Canada and Ontario.

By signing below the Town and the Proponent agree to the form of contract as set forth above and contained in the RFP documents and submitted proposal attached hereto and forming part of this agreement, signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**THE CORPORATION OF THE TOWN OF PETAWAWA**

\_\_\_\_\_  
Mayor Robert Sweet

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Daniel Scissons, CAO/Clerk

\_\_\_\_\_  
Witness

**XXX**

\_\_\_\_\_  
Name:  
Signing Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:  
Signing Authority

\_\_\_\_\_  
Witness

**RFP # PRD-02-18**

Appendix F – Risk Summary – Frank Cowan Company LTD.

- Separate attached .pdf