Request for Proposal (RFP) – Recreation Master Plan

SEALED PROPOSALS for a Recreation Master Plan, labeled as to contents, will be received by the undersigned at 360 Dibble Street West, Prescott, Ontario until:

11:00 AM, Local Time, July 14, 2017

Request for Proposal documents may be obtained at the Town of Prescott Municipal Office, 360 Dibble Street West, Prescott, Ontario, or may be obtained electronically from www.prescott.ca or by emailing Kcasselman@prescott.ca.

To be considered, submissions must be in accordance with Section A of the RFP and must be received at the above address on the specified date in a sealed envelopes marked “Confidential” to:

Pierre Mercier, CAO
Town of Prescott
360 Dibble Street West
Prescott, Ontario
K0E 1T0

Lowest or any proposal not necessarily accepted.

RFP AMENDMENT: The completion date (October 30, 2017) is flexible and submissions may indicate an alternative date based on project needs.
If you are a person with a disability and need the Town of Prescott RFP information in another format, please contact 613-925-2812 extension 6225 Monday to Friday between 8:30 am and 4:30 pm.
A Project and Proposals .................................................................3

B General Terms & Conditions and Forms........................................9

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A - THE PROJECT AND PROPOSALS

1.0 INTRODUCTION

The Corporation of the Town of Prescott, herein “the Town”, invites proposals from professional firms interested in the provision of consulting services for the development of a Recreation Master Plan. The Proposal must meet all the requirements outlined in this document and Appendix A, the Terms of Reference for the Recreation Master Plan. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) may be possible.

2.0 TERM OF THE PROJECT

The completion date for the work is set for October 30, 2017 as per the attached terms of reference for the master plan. The Town reserves the right to cancel the contract at its sole discretion based on sixty (60) days’ notice.

RFP AMENDMENT: The completion date (October 30, 2017) is flexible and submissions may indicate an alternative date based on project needs.

3.0 RFP SCHEDULE

The RFP process will be governed according to the following schedule.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>June 20, 2017</td>
</tr>
<tr>
<td>Deadline for Submitting Questions</td>
<td>June 30, 2017</td>
</tr>
<tr>
<td>Deadline for Responding to Questions</td>
<td>July 7, 2017</td>
</tr>
<tr>
<td>RFP Closes</td>
<td>11AM July 14, 2017</td>
</tr>
<tr>
<td>Final Selection and Notification</td>
<td>July 24, 2017</td>
</tr>
</tbody>
</table>

4.0 PROJECT AUTHORITY AND INVOLVEMENT

This RFP is administered by the CAO. All inquiries regarding this RFP must be directed as specified.

5.0 INQUIRIES

Any clarification of this document or request for additional information must be received by 4:00 PM. June 30, 2017 in writing by email to:

Pierre Mercier, CAO
Town of Prescott
pmercier@prescott.ca

If necessary a written addenda will be sent to all proponents.
6.0 EVALUATION OF PROPOSALS

The criteria outlined below will be used as the basis to compare proposals. The Municipality retains the option to evaluate proposals based on other criteria or considerations that may emerge as the RFP and proposal process proceeds.

Table 1 – Evaluation of Submissions

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical Proposal (Envelope 1)</strong></td>
<td></td>
</tr>
<tr>
<td>Creative and innovative approach to the project</td>
<td>25%</td>
</tr>
<tr>
<td>Team experience, qualifications and successful completion of similar projects</td>
<td>25%</td>
</tr>
<tr>
<td>Demonstrated understanding of the project, scope of work, goals/objectives</td>
<td>20%</td>
</tr>
<tr>
<td>Completeness / thoroughness of proposal, ability to meet project specifications</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Fee Proposal (Envelope 2)</strong></td>
<td></td>
</tr>
<tr>
<td>Fee structure and timeframe to complete the project</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

As part of the selection process, the Municipality may require that finalized consulting firm(s) attend an interview. The key personnel with direct and primary responsibility for managing the project and ensuring client satisfaction must make the presentation.

The proposal must be submitted in two parts, the Technical Proposal and the Fee Proposal. The two components of the proposal must in separate sealed and labelled envelopes.
The Proposal must meet all the requirements outlined in this document and appendix. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible. Please note the budget for this opportunity is in the range of $30,000 to $60,000.

7.0 MILESTONES & RESULTS

It is suggested that the Master Plan project be comprised of five phases. The approach described below may be modified if the consultant felt other approaches would better meet the desired outcome. The proposed elements included within the phases are listed below.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Analysis &amp; Review</td>
<td><strong>Preliminary Report</strong> and findings to the Committee of the Whole or to a sub-committee appointed by Council</td>
</tr>
<tr>
<td>2</td>
<td>Community Consultation / Engagement</td>
<td><strong>Interim report</strong> and findings to Committee of the Whole or to a sub-committee appointed by Council</td>
</tr>
<tr>
<td>3</td>
<td>Key Findings/Strategic Direction &amp; Recommendations</td>
<td><strong>Draft Master Plan</strong> to be presented to Council/Committee of the Whole or to a sub-committee appointed by Council</td>
</tr>
<tr>
<td>4</td>
<td>Prepare Draft Report to Community</td>
<td><strong>Draft Report</strong> available to Committee of the Whole</td>
</tr>
<tr>
<td>5</td>
<td>Finalize Draft Report and Master Plan</td>
<td><strong>Final Draft Report / Master Plan</strong> to be presented to Council</td>
</tr>
</tbody>
</table>

Town of Prescott - RFP Recreation Master Plan 5
8.0 SUBMISSION OF PROPOSALS

To receive consideration proposal documents must be received prior to the specified time of closing as stated in section 3.0. 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.

The Town reserves the right to reject any or all proposals or to accept any proposal should it be deemed in the interest of the Town to do so, including if only one proposal is received.

9.0 RESOURCE REQUIREMENTS

9.1 Consultant Resources

Proponents must detail any resources they will provide and require as part of the RFP submission. This includes all resources, third party consultants or sub-contractors that are assumed to be outside those requirements defined in the document.

The cost of any presentation support materials, exhibits and Project products will be the responsibility of the consultant team.

9.2 Available Town Resources

1. Make available within a reasonable time and with reasonable notice, staff required for interviews or to collect information.

2. Make available for viewing and possible copying all appropriate information, mapping, and documentation relevant to the Project. The Town will have the sole discretion in determining which information is appropriate to be copied and given to the consultant team. The said consultant team is responsible for verifying the accuracy of all information provided by the Town.
3. The cost of any advertising, room rental and refreshments required for meetings open to the public. The Town will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.

9.3 RESOURCE DOCUMENTS

The following are some pertinent documents, reports, as well as other resource materials that may be relevant to the creation of the Recreation Master Plan:

- Town of Prescott Official Plan and Zoning By-law
- Town of Prescott Strategic Plan
- Town of Prescott Asset Management Plan
- GIS map bases including public lands, parks and overall lot fabric in ESRI ArcInfo format
- List of organizations and individuals key to parks, recreation and leisure activities

10.0 PUBLIC CONSULTATION PROCESS

A clear consultation methodology must be proposed and provided to the Town, including detailed processes. The Town requires a full and thorough public consultation process that is targeted and focused, in order to ensure a wide range of community input from both users and non-users. The expectation is for the utilization of innovative and creative methods and approaches to seek feedback throughout the public consultation process.

11.0 INTERIM AND FINAL REPORTING

The successful consultant team shall provide, on a monthly basis, a written status report and an accompanying detailed invoice to the Director of Financial Services. The update must include an outline of the work completed to date, work completed since the last update, and a discussion of how the project is proceeding including any unexpected difficulties.

A ‘face-to-face’ status meeting between the CAO and key staff and the said consultant team will occur as required but at a minimum shall take place once a month. The Town of Prescott reserves the right to modify interim and final reporting requirements during the term of the contract as the process unfolds to address specific ongoing needs.

12.0 PRODUCT DELIVERY

1. Delivery date for the Parks and Recreation Master Plan is October 30, 2017 (this date is flexible)

2. All documents, maps, plans and documentation developed during the Master Plan project become the property of the Town of Prescott.
All documents, maps, plans and submissions to the Town of Prescott will be provided in digital format suitable for reproduction purposes, and will be owned by the Town of Prescott.

3. All reports, discussion papers and other submissions as required are to be provided to the Town of Prescott in the following way; requisite number of bound copies and 1 unbound version and 1 electronic version on one USB flash drive:
   a. Final report – (10 hard copies, one unbound copy, and one USB flash drive)
   b. Executive Summary Document – (10 hard copies, one unbound copy, and one USB flash drive)
   c. Final presentation of report, through PowerPoint presentation, to the Committee of the Whole or to a sub-committee appointed by Council and to Council – (10 hard copies, one unbound copy, and one USD flash drive)
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. 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. Submissions that are incomplete or illegible or contain reservations or irregularities of any kind may be rejected.

2. Signing Requirements.
   Submissions that are not signed will be rejected. 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. Proponents are to sign all pages where a signature is indicated (forms B1 and B2) as well as a cover letter which shall include the language proposed in the Cover Letter Form B3).

3. Applicable Law, Permits, Fees.
   This RFP, each submission and the Project itself are each subject to the provisions of all applicable Federal, Provincial and Municipal laws, statutes, regulations and by-laws including:
   - 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 Policy Bylaw of the Corporation of the Town of Prescott as amended.
4. **Town Not Liable for RFP costs.**
   The proponent is responsible for any and all costs associated with the preparation and submission of the proposal. The Corporation of the Town of Prescott is not liable for any costs incurred, sustained or suffered by the submitter of a proposal in responding to this "Request for Proposal". The Town of Prescott will not be liable to pay any such costs or reimburse proponents in the event the Town decides to reject all or any proposals. Proponents are responsible for obtaining their own independent financial, legal, accounting, engineering, technical or any other expert advice.

5. **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.

6. **Contract Payments.**
   Unless otherwise specified, should the Corporation of the Town of Prescott 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 Prescott, or the date on which the invoice is received, whichever is later.
7. **Limitation of Liability**
   Unless otherwise agreed, should the Corporation of the Town of Prescott enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the Town of Prescott 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.

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

9. **No Assignment.**
   Unless otherwise agreed, should the Corporation of the Town of Prescott 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 Prescott, assign or subcontract any aspect of the Project or the deliverables.

10. **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.

11. **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.

12. **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.

13. **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.
14. **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 Prescott based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

15. **Default under Project.**

In case of a default of performance of the Project, the Corporation of the Town of Prescott 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.

16. **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.

17. **Insurance.**

Any selected proponent shall be required to provide 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 in a form satisfactory to the Town and shall be kept in full force during the complete period. The Town shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverage required and proof of WSIB coverage, before the Town shall enter into of a contract in relation to this Request for Proposal.
18. **Enforcement.**
Any successful proponent will have to enter into a legally binding agreement with the Corporation of the Town of Prescott. 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 Prescott including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and adorn to the jurisdiction of the choice of the Town of Prescott in any such legal process.

19. **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 Prescott 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 Prescott (the Town). 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).

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 Prescott cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

20. **Information Indicative Only**
The information that is provided in this RFP is indicative only. Through the review of the Proposals and subsequent finalization of an agreement with
the successful Bidder, the Municipality reserves the right to request further
information or clarification of information.

The Municipality reserves the right to request new or additional information
regarding a Bidder and any individuals or other person as associated with a
response.

21. **Conflict of Interest Statement**
In its Proposal, the Proponent must disclose to the Town any potential
conflict of interest that might compromise the performance of the Work. If
such a conflict of interest does exist, the Town may, at its discretion,
refuse to consider the Proposal. The Proponent must also disclose
whether it is aware of any Town employee or Council member having a
financial interest in the Proponent and the nature of that interest. If such an
interest exists or arises during the evaluation process or the negotiation of
the Agreement, the Town may, at its discretion, refuse to consider the
Proposal or withhold the awarding of any agreement to the Proponent until
the matter is resolved to the Town’s sole satisfaction.

22. **Municipality Not Employer**
The Proponent agrees that the Corporation of the Town of Prescott is not to
be understood as the employer to any successful proponent nor to such
proponent’s personnel or staff for any work, services, or supply of any
products or materials that may be awarded as a result of this bid document.
Also, in accordance with the *Occupational Health and Safety Act*, the
successful Proponent herewith agrees to be the “contractor” as defined
under this act.

23. **Addenda**
All definitions, addenda, explanations, corrections or additional information
will be issued by the Town prior to the Official Closing Time in the form of
bulletins and such bulletins will be available to all Proponents and shall
become part of the RFP. To facilitate this, the Town requests that the
Contact Person be provided with a functional email address for each
proponent.

24. **Errors and Omissions**
The Corporation shall not be held liable for any errors or omissions in any
part of this RFP. While the Corporation of the Town of Prescott has used
considerable efforts to ensure an accurate representation of information in
this RFP, the information contained in this Proposal is supplied solely as a
guideline for Proponents. The information is not guaranteed or
warranted to be accurate by the Corporation nor is it necessarily comprehensive or exhaustive. Nothing in the Proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

25. **Irregularities**  
The Town reserves the right to waive any irregularities in any Proposal, to negotiate for the modification of any single Proposal, to request clarification and additional information on any Proposal, and to re-advertise for Proposals if desired.

26. **Default by Proponent**  
a) If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice; terminate the Contract.

b) Any termination of the Contract, the Town, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.
FORM B1 - DECLARATION OF PROPOONENT

1. The Undersigned (the "Proponent") hereby,

(a) Warrants that the information contained in its Proposal is true and correct in all respects;
(b) Confirms that no person, firm, or corporation has any interest in the Proposal other than the Proponent and the person, firms, or corporations listed in Column I below who have the respective interest set out opposite under Column II:

<table>
<thead>
<tr>
<th>Column I</th>
<th>Column II</th>
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<tbody>
<tr>
<td>i )</td>
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<tr>
<td>(Insert NIL if this is the case)</td>
<td></td>
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<tr>
<td>i i )</td>
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</table>

(c) Confirms and warrants that this Proposal is submitted by the Proponent without any connection, knowledge, comparison of figures, or arrangements with any other person or persons submitting a Proposal for the same work and is in all respects fair and without collusion or fraud;
(d) Confirms and warrants that no member of the Town Council and no officer or employee of The Corporation of the Town of Prescott, is, will be, or has become interested, directly or indirectly, as a partner, shareholder, surety or otherwise, howsoever, in the facilities or services being the subject of the said Proposal or in the supplies to be used therein, or in any of the monies to be derived there from.

2. The address of the Proponent is:

| Telephone: __________________________ | Fax: __________________________ |

3. The persons to contact at the Proponent respecting this Proposal are: 1. __________________________ 2. __________________________

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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Note: If more than one corporate entity is involved in the submission, the arrangements between the various entities must be described in an attachment to this form.

Dated at __________________________ this ________ day of __________, 2017.

I/We have the authority to bind (Name of Proponent)

(Signature of Authorized Signing Officer) (Name of Signatory)

(Position or Office)
FORM B2 - ACKNOWLEDGMENT AND ESTOPPEL

THIS ACKNOWLEDGMENT AND ESTOPPEL dated this ______ day of ____________, 2017 by

(Hereinafter called the "Proponent")

In favour of

The Corporation of the Town of Prescott
(Hereinafter called the "Town")

WHEREAS the Town has issued a Request for Proposal for the supply of certain Services (hereinafter called the "RFP");

AND WHEREAS the Proponent has submitted a Proposal to the Town;

NOW THEREFORE in consideration of the Town's review and consideration of the Proponent's Proposal:

1. The Proponent acknowledges the unique nature and character of the RFP as more particularly set out in the RFP documents to which this Acknowledgement and Estoppel is attached. Without limiting the foregoing, the Proponent specifically acknowledges and agrees that:

   (a) This is a request for proposals and not a tender call;
   (b) The highest, or in fact, any proposal will not necessarily be selected for further negotiation;
   (c) In the event that a Proposal is selected, the Town will negotiate with the Proponent that presented the most attractive Proposal to the Town; and
   (d) The Town shall not be obligated in any manner to any Proponent whatsoever until a written purchase order has been duly executed by the Town relating to an approved Proposal.

2. The Proponent waives any right to make any claim of any kind whatsoever against the Town for any liabilities, costs, expenses, losses or damages, whether actual or anticipated, that may be incurred, sustained or suffered by the Proponent prior or subsequent to or by reason of the Proponent's preparation or submission of a Proposal in response to the RFP, or the selection or rejection by the Town of the Proponent's Proposal or any other Proposal, or any components thereof.

IN WITNESS WHEREOF an authorized officer of the Proponent has signed, sealed and delivered this Acknowledgment and Estoppel.

Name: _______________________________

Title: _______________________________

Signature: __________________________

"I HAVE AUTHORITY TO BIND"

Date: _______________________________
The enclosed proposal is submitted in response to the above-referenced Request for Proposal. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal. We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the proposal.

Furthermore, if awarded the Contract, we will agree and adhere to the following:

a) That submission of a proposal indicates acceptance by the Respondent of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the Town of Prescott and the consultant(s) selected;

b) That the Proponent acknowledges and agrees that the findings and finished materials provided under the terms of the Contract have been specially ordered or commissioned as work-made-for-hire for use by the Town of Prescott’s Recreation Services Department and that the Town of Prescott shall own the right, title and interest thereto;

c) That the Proponent agrees that the Town has unlimited use of the materials and ideas generated by the Proponent through the course of the project;

d) That the materials or information developed by the Proponent and/or its employees and/or agents will not be designed in such a way as to bind the Town of Prescott to the Proponent either directly or indirectly for the supply of future materials or services;

e) That, upon termination of the Contract, the Contractor will deliver to the Town of Prescott’s Director of Recreation Services, all copies of available working papers, files, and other documentation in its possession and which are applicable to this agreement, and return to the Municipality all files and other materials belonging to the Municipality together with all copies thereof, wherever located without demand or notice;

f) That the proposal and all prices contained within are valid for one hundred twenty (120) days from the RFP closing date.

Yours truly
Signature __

Name: __________________________
Title: __________________________
Legal name of Proponent: _________________

Date: ____________________________
### CONTACT INFORMATION – PROPOONENT AND REFERENCES

#### PROPOONENT

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>MAIN CONTACT NAME</th>
<th>PHONE</th>
<th>EMAIL</th>
<th>WEBSITE</th>
<th>FAX</th>
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#### REFERENCES

<table>
<thead>
<tr>
<th>COMPANY (if applicable)</th>
<th>MAIN CONTACT NAME</th>
<th>PHONE</th>
<th>EMAIL</th>
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1.0 INTRODUCTION

The Town of Prescott is seeking proposals from qualified, experienced, professional multi-disciplinary consulting firms to develop a progressive new Parks and Recreation Master Plan that will allow the Town to strategically guide and manage the direction of recreation services and parks until 2027.

2.0 PURPOSE

The Town is seeking a creative and innovative approach to the Master Plan development. The outcome must be a clear action plan to lead the Town in the development of future recreational infrastructure and services.

The Town of Prescott is looking for an innovative, demand driven approach to integrated parks and recreation planning that aligns with Council’s strategic priorities. The Master Plan will provide the Town with the necessary public policy framework to manage its parks, open spaces, programs, events, facilities and amenities in a cost effective manner consistent with leading industry practices.

The Plan will provide guidance as to park planning, facility development, facility re-development and expansion, the delivery of programs and services as well as associated recommended resources.

3.0 OVERALL OBJECTIVES

The overall objectives of the master planning process are as follows:

- Create an inspirational and memorable vision for the delivery of parks and recreation services, which is aligned with Council’s priorities and reflects the varied needs and desires of the community
- Create a comprehensive inventory of parks and recreation services, programs, facilities and events
- Undertake a comprehensive and innovative public consultation process that is targeted and focused in its approach
- Infuse the principles of sustainability, accessibility and integration into the development and delivery of parks and recreation services and programs
- Assess the strengths, weaknesses, opportunities and threats facing the Town’s parks and recreation system
• Identify and assess the diverse needs and wishes of the general public, industry/commerce and community partner organizations, visitors and emerging social trends
• Enhance community cooperation and partnerships in the planning and delivery of services and programs
• Identify key grant programs or funding strategies that could maximize potential opportunities/partnerships in the community
• Review the current and future community needs and identify gaps and priorities with respect to parks, trails, open spaces, recreation facilities, community programs, services and events
• Promote healthy living and increased physical activity among all age groups and segments of the community
• Create a sense of attachment to and engagement within a larger unique and healthy community
• Enhance volunteer opportunities and participation broadly
• Enable a higher level of community branding and marketing based on an active and healthy lifestyle.
• Enhance the overall community quality of life and place

4.0 PROGRAMMING OBJECTIVES

Specific programming objectives for the master planning process include:

• Assess community and neighbourhood strengths, weaknesses, opportunities and threats to the delivery of parks, recreation, and cultural services
• Determine if the current mix of programs, services and events (public, private and not-for-profit) available to residents is balanced, accessible and appropriately addresses the current and future needs of both the residents and visitors of this community
• Determine where the Town should expand or curtail events, programming, services and facilities in areas such as, but not limited to the following: children, youth, older adults, lower income, community engagement, special needs, direct programming and facility allocation
• Develop and assess delivery and programming options, recommending preferred options and rationale for same

5.0 RECREATION FACILITIES OBJECTIVES

Specific objectives for recreation facilities are as follows:
• Develop prioritized short and long term capital improvement plans for upgrades to existing facilities and new construction (including outdoor sports facilities). Long term projects include major construction or acquisitions and should consider needs, locations, schedules and financial strategies. All potential projects/upgrades should be accompanied by general cost estimates.

• Develop goals and objectives for the provision of facilities as it reflects programs and services for the short, medium and long term

• Evaluate facility location and design in relation to demographic requirements over the life of the plan

• Assess the merits of partnership opportunities with community groups and organizations (school boards, institutions, community groups and other municipalities, public & private facilities)

The proponent will capture what the communities priorities are with respect to recreational facilities through community consultation. These priorities will provide critical information that will help guide Council and investments over the life of this plan. The Master Plan should include recommendations to maximize facility use, lifespan and should also include recommendations with respect to required investments, partnerships and funding strategies.

6.0 PARKLAND OBJECTIVES

The objectives of the planning process for parkland and open space are as follows:

• Evaluate the existing inventory of parks, open spaces and recreational facilities based on a shift toward multi-use, multi-purpose experiences in facilities

• Determine a viable parkland hierarchy and rationalize the suitability of uses by park hierarchy (i.e. what is suitable in parkettes, a neighbourhood park or community park)

• Examine and predict the impact of trends in parkland development based on the existing parks inventory

• Provide a general Parks By-law template or outline based on leading municipal practice that would be appropriate for application in the Town

• Review leading practices for parkland and open space acquisition in comparable sized municipalities and recommend a methodology that best fits the Town of Prescott based on its future needs trends, demographics and operational abilities
Recommend necessary revisions to the Town’s parkland conveyance policies and by-laws to reflect leading municipal practices; with specific recommendations regarding the taking of land or cash in lieu of parkland as permitted by the Planning Act.

Review current Town Official Plan referring to parks and open spaces and recommend suggested policy changes.

7.0 STUDY CONSIDERATIONS

The parks and recreation master planning process will review, research and make policy recommendations with respect to the following areas of interest:

- The Town’s role in providing parks, recreation and cultural opportunities from a community wide perspective
- Assessment of the array of programs and services currently provided in relation to community needs and desires over the life of the plan
- The relationship between municipal services and those provided by other local agencies, organizations and the private sector
- The role of existing partnerships in guiding the development of community partnership arrangements in the future
- A contemporary and future look at the role that volunteers play in the provision of parks and recreation services
- Changes required or needed to current policies and processes to move the current status quo to a desired future state
- Location options for future opportunities to provide additional facilities and amenities including but not limited to single purpose and multi-purpose facilities, trails, parks, natural and open spaces, outdoor/indoor sport facilities, active and passive space for spontaneous use
- Facility, indoor and outdoor recreational needs over the short, medium and long term life of the plan
- Assessment of the current organizational structure, staffing capacity and resource allocation to achieve the desired goals and objectives of the plan
- Evaluate the existing inventory of parks and recreational facilities based on a shift towards multi-use, multi-purpose experiences in facilities