



*Where History and Innovation Thrive*

**REQUEST FOR PROPOSAL**

**Culture and Recreation Department**

**Consulting Services**

**For the Development of a**

**Master Plan for Lake Ontario Park**

**RFP No. F31-CDS-CR-2008-4**

Please submit complete proposal using the attached forms,  
Quoting the above proposal numeral and closing date; and forward before  
3:00:00 p.m. local time, Wednesday, **August 13, 2008** to:

**The Corporation of the City of Kingston  
The Office of the Clerk, Main Floor, South Wing  
City Hall, 216 Ontario Street  
Kingston, Ontario  
K7L 2Z3**

**Prior to 3:00:00 p.m. Wednesday, August 13, 2008**

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

**Contact:**

Kristine Hebert, Parks and Open Space Planning Coordinator  
Culture and Heritage Division  
Culture and Recreation Department  
Community Development Services

[khebert@cityofkingston.ca](mailto:khebert@cityofkingston.ca)

Fax 613-546-3180

[www.cityofkingston.ca](http://www.cityofkingston.ca)

## CITY OF KINGSTON

### REQUEST FOR PROPOSAL - RFP NO. F31-CDS-CR-2008-4

#### Consulting Services For the Development of a Master Plan for Lake Ontario Park

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## A. THE PROJECT AND PROPOSALS

### 1.0 INTRODUCTION

The Corporation of the City of Kingston, herein “the City”, Community Development Services, Culture and Recreation Department, invites proposals from professional firms interested in the provision of consulting services for the development of Lake Ontario Park Master Plan. The Proposal must meet all the requirements outlined in this document and specifically Appendix A, the Terms of Reference for the Lake Ontario Park Master Plan. Should none of the Proposals be accepted, a re-issuance of the Requests for Proposal (RFP) is possible.

### 2.0 TERM OF THE PROJECT

The completion date for the work is set for **January 14, 2009** as per the attached terms of reference for the master plan. The City of Kingston reserves the right to cancel the contract at its sole discretion based on sixty (60) days notice.

### 3.0 RFP SCHEDULE

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

Release of RFP:		July 16, 2008
Deadline for Submitting Questions:	4:00:00PM	July 25, 2008
Deadline for Responding to Questions:	9:00:00 AM	July 30, 2008
RFP Closes:	3:00:00 PM	August 13, 2008
Final Selection and Notification:		September, 2008

### 4.0 PROJECT AUTHORITY

This Tender is administered by the **Parks and Open Space Planning Coordinator reporting to the Director of Culture and Recreation Department.**

All inquiries regarding this RFP must be directed as specified in Section A – 6.0 herein.

### 5.0 PROJECT STAKEHOLDERS

The decision making authority rests with the Corporation of the City of Kingston. The following parties are stakeholders in this RFP:

- **Kingston City Council**
- **Kingston Arts Recreation and Community Policies Committee**
- **Community Development Services Group**
- **Culture and Recreation Department**
- **Manager Recreation Services and Staff**
- **Culture and Heritage and Staff**
- **Director of Public Works and Staff**

- **Director of Engineering and Staff**
- **Director of Planning and Staff**

## 6.0 INQUIRIES

Any clarification of this document or request for additional information must be received by **4:00:00 p.m. Friday July 25, 2008** in writing by fax or email to:

Kristine Hebert  
Parks and Open Space Planning Coordinator  
Culture and Heritage Division  
Culture and Recreation Department  
Community Development Services  
[Khebert@cityofkingston.ca](mailto:Khebert@cityofkingston.ca)  
Fax: 613-546-3180  
[www.cityofkingston.ca](http://www.cityofkingston.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 City of Kingston 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 referred herein shall be clearly set out in a separate letter, which shall be appended hereto.

## 7.0 PROPOSAL CONTENT

Each Proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the services required as well as a clear statement as to the actual total price, including the following:

- 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).
- 
- Evidence of insurance on the City of Kingston Insurance Certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract.
- 
- A current WSIB Clearance Certificate. The successful vendor must provide proof of insurance coverage throughout the life of the contract.
- 
- A copy of your health and safety policy.
- 
- Section E – Contact Information and Reference Chart. A minimum of three professional/client references.
- 
- An outline of the personnel that will be managing and assigned to the project work with a brief description of their background and experience.

## 8.0 EVALUATION OF PROPOSALS

Submission evaluation will be conducted pursuant to the City's Purchasing By-Law. The bid submission review committee will follow directives within the Purchasing By-Law. The bid submission review committee will consist of: Director of Culture and Recreation, Director of Public Works or designate, Manager of Policy Planning or designate, Manager of Recreation Services, Heritage Planner, Parks and Open Space Planning Coordinator.  
Project submissions to be evaluated based on the criteria as set out in Table 1 below.

**Table 1 – Evaluation of Submissions**

Evaluation Criteria	Weighting
Innovative approach to project – 12% Methodology and process and collaborative nature – 12%	<b>24%</b>
Understanding of project goals and objectives as demonstrated by: <ul style="list-style-type: none"> <li>• Knowledge of City/Community and Corporation – 15%</li> <li>• Ontario with Disabilities Act Adherence – 3%</li> </ul>	<b>18%</b>
Expertise and demonstrated results from similar Master Planning Projects – 15% Demonstrated knowledge of relevant policies and legislation – 10%	<b>25%</b>
Clarity and completeness of submission	<b>8%</b>
Price submission for project	<b>25%</b>
<b>Total:</b>	<b>100%</b>

## 9.0 SUBMISSION OF PROPOSALS

Submissions in sealed envelopes, clearly marked RFP No. F31-CDS-CR-2008-4, will be received no later than **3:00:00 p.m. Local Time, Wednesday August 13, 2008** and shall be addressed to the City Clerk, 216 Ontario Street, Kingston ON, K7L 2Z3. Submissions will be received by the staff employee designated by the City at the counter in the Clerk's Office at City Hall, 216 Ontario Street, Kingston, Ontario 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.

## B. PROJECT REQUIREMENTS

### 1.0 INTRODUCTION

The City of Kingston is seeking professional Landscape Architectural or Park Planning Firms to assist its staff, the Lake Ontario Park Staff Advisory Group and the community in developing a Master Plan for Lake Ontario Park. The successful firm will:

- Develop and recommend a multi-year strategic direction and plan for the revitalization and rejuvenation of the park as a public community facility;
- Develop and recommend a long-term financing and budget strategy for the capital construction and operating costs necessary to implement and maintain the recommended development plan; and
- Ensure ongoing and inclusive community consultation throughout the development of the plan and the related implementation strategy.

The Corporation of the City of Kingston, Community Development Services, Culture and Recreation Department, invites tendered proposals from professional Landscape Architectural or Park Planning consultant firms and consortiums interested in fulfilling the terms of reference for the Lake Ontario Park Master Plan attached as Appendix A..

The Proposal must meet all the requirements outlined in this document and appendices. Should none of the Proposals be accepted, a re-issuance of the RFP is possible.

### 2.0 PROJECT COSTS

The total cost of the Project will be one (1) of the criteria in the consultant team selection process and is the upset limit for the Project. It is anticipated that the total cost of the Lake Ontario Park Master Plan shall be **One Hundred and Twenty-Five Thousand Dollars (\$125,000.00)**. Proposals with fees in excess of the anticipated costs require a clear explanation outlining the rationale for increasing the cost.

The contract between the City of Kingston and the consultant team shall specify the Project cost for the Lake Ontario Park Master Plan. The cost shall be considered an upset figure which should not be exceeded. Further in this regard, please note the following:

1. The cost of advertising, room rentals and refreshments required for meetings open to the public in the context of the public consultation process and the City of Kingston consultation process will be paid by the City of Kingston. The City of Kingston will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.
2. The cost of any presentation support materials, exhibits and Project products will be the responsibility of the consultant team.
3. The Proposal must outline all costs associated with supplying the identified services. The total price must fall within the budgeted finances and be stated clearly at the outset. Final selection will be subject to successful contract negotiations with the preferred consultant team.

No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. Any quantities stated are for proponents information only and will be used for tabulation and presentation of proposal, and the City reserves the right to increase or decrease quantities as required.

In the event of any discrepancy between any unit price and an extension, the unit price shall govern.

### **3.0 BACKGROUND OF THE PROJECT**

Throughout 2005 and 2006, Culture & Recreation Department staff, a consultant and a broad based stakeholder advisory group worked with the community to arrive at a common vision for Lake Ontario Park. This 15 hectare park is situated on Lake Ontario at Elevator Bay just to the west of PCCC Mental Health Services and to the south of St. Lawrence College. Initial community concerns about the future of the park led the City to set out an intended long term park planning exercise. The first phase of that process called 'Lake Ontario Park Visioning' has been completed. It entailed a consensus-building exercise aimed at producing an overall vision for the park's future and a set of planning principles to guide future development. The Phase I Report has been reviewed by the public and was adopted by City Council on May 15, 2007. The next phase of the planning process is to produce a Park Master Plan and preliminary implementation strategy that will allow the park to be developed in the manner envisioned by the Phase I Report which is attached as Appendix B.

### **4.0 AVAILABLE CITY RESOURCES**

Project Lead: Mark Fluhrer, Director of Culture and Recreation Department, on behalf of the Commissioner of Community Development Services, Lance Thurston

Main Contact: Kristine Hebert, Parks and Open Space Planning Coordinator

### **5.0 OBJECTIVES**

**Overall Objectives of the Lake Ontario Park Master Plan:  
(For specific objectives please refer to the Terms of Reference –Appendix A)**

*"Lake Ontario Park will be maintained and enhanced as publicly owned parkland in support of its role as one of Kingston's primary waterfront open spaces". Vision Statement*

The overall goal of the Lake Ontario Park Master Plan is the redevelopment of the park in a manner that promotes environmental and economic sustainability while retaining flexibility to meet the evolving needs of the Kingston community in the creation of a well managed park that is accessible to all members of the community.

The Terms of Reference for the next phase are focused on finding a viable way of putting in place the vision and planning principles agreed to in the visioning exercise. The Phase I Planning Study achieved its goal of reaching a consensus on the future of Lake Ontario Park. Phase 2 of the park redevelopment process has three objectives which are:

- To develop and recommend a multi-year strategic direction and plan for the revitalization and rejuvenation of the park as a public community facility;
- To ensure ongoing and inclusive community consultation throughout the development of the plan and the related implementation strategy; and



- To develop and recommend a long-term financing and budget strategy for the capital construction and operating costs necessary to implement and maintain the recommended development plan.

A final phase of the park planning exercise (Phase III: Implementation) will be to define implementation strategies as well as initial development projects. Once the implementation strategies have been approved, development projects will be designed and costed in detail, then tendered for construction.

## **6.0 ASSUMPTIONS**

The following is a list of general assumptions related to the Proposal submission and the undertaking of this Project following contract award:

- Goods and Services Tax (GST) and other applicable taxes shall be included in the submitted price.
- Submissions shall be irrevocable for one hundred-twenty (120) days.
- The consultant team will and can provide all services specified in Section B of this RFP.
- The City of Kingston can rely on the consultant team's knowledge of provincial safety regulations and labour laws.
- The consultant team will provide such additional insurance coverage as set out in Section F of this RFP.
- In addition to the Commercial General Liability and Automobile Coverage specified in Section C, Part 18, proof of Error and Omissions coverage is also required.

## **7.0 RESOURCE REQUIREMENTS**

### **1. Consultant Resources**

- i. Proponents must detail any resources they will provide and require as part of the Proposal. This includes all resources; third party consultants or sub-contractors including City of Kingston resource requirements that are assumed to be outside those requirements defined in the document.

### **2. Available City Resources**

- i. Make available within a reasonable time and with reasonable notice, staff required for interviews to collect information.
- ii. Make available for viewing and possible copying all appropriate information, mapping, and documentation relevant to the Project. The City 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 City.
- iii. The cost of any advertising, room rental and refreshments required for meetings open to the public. The City will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.

- iv. There are some pertinent documents, reports, as well as other resource materials that may be relevant to the creation of the Parks and Recreation Master Plan. For a complete catalogue of this information, please refer to Appendix 'A' to this RFP.

### **3. Digital Sources of Information**

- Mapping is recognized as an important element in the Project. Current GIS capabilities at the City of Kingston include AutoCAD and ArcGIS.
- The City Base Mapping (CBM) conforms to specifications from the Ministry of Natural Resources 1:2000 Ontario Base Mapping. The CBM contains numerous layers representing various themes of information. The CBM is geo-referenced to Universal Transverse Mercator Projection using coordinate values in metres, based on NAD 1927. The CBM exists in both AutoCAD (Dwg) and Environment Systems Research Institute (ESRI) (.shp) formats.
- Appropriate digitized base mapping in AutoCAD format will be provided to the successful consultant team. Digital information sources provided to the consultant team shall be subject to the terms of a City of Kingston Digital Lease Agreement which indicates the ownership of the map data, City acknowledgements and terms of any third party usage of the information. The terms of the agreement will be included in a form as part of the Project contract.

### **4. Aerial Photography and Ortho Imagery**

- The City's imagery data consists of both contact prints and digital ortho-rectified data. Ortho-rectified digital data is geo-referenced to the City's CBM and Parcel Fabric at 1:2000 scale. Ortho-rectified data is based on photo collection dates in April 1998 and 2004. Image files are in .TIFF format. Infrared aerial photos dated May 1990 are also available for use by the consultant team.

## **8.0 MILESTONES AND RESULTS**

The Department proposes that the Lake Ontario Park Master Plan project be comprised of 3 phases. The approach described below is open for discussion and 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:

### **SCOPE OF WORK FOR THE MASTER PLAN**

#### **Part I: Background**

- Review of Phase I Report and other relevant studies (i.e. campground assessment)
- Site analysis (natural and cultural landscape)
- Building and infrastructure assessment
- Development policy context
- Preliminary market and institutional capacity analysis

#### **Part II: Development Options**

- Development criteria
- Development options

### Part III: Preferred Option

- Conceptual design
- Preliminary implementation strategy (including partnership opportunities and order-of-magnitude costing of plan components)
- Issues to be resolved in Phase III Study

#### Proposed Timeline Chart

Phases	Summer 08	Fall 08	Nov Dec 08	Jan 09
1	√			
2		√		
3			√	√

The deadline for delivery of the Lake Ontario Park Master Plan project is October 31, 2008.

### 9.0 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 contact in the Culture and Recreation Department. 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 Culture and Recreation Department staff and the said consultant team will occur as required but at a minimum shall take place once a month. The City of Kingston reserves the right to determine interim and final reporting requirements during the term of the contract as the process unfolds to address specific ongoing needs.

### 10.0 FORMAL CONTRACT

If a preferred consultant team is ultimately selected for service delivery, the said consultant team shall be prepared to enter into a contract satisfactory to the Legal Division of the City of Kingston that will allow the City the use of concepts, products, processes produced or resulting from the services rendered by the consultant team in connection with the Project or which are otherwise developed or first reduced to practice by the consultant team in the performance of the services for this Project. This Proposal shall constitute part of the terms and conditions of the contract award.

### 11.0 PRODUCT DELIVERY

1. Delivery date for the Lake Ontario Park Master Plan is January 14, 2009.
2. All documents, maps, plans and documentation developed during the Lake Ontario Park Master Plan project become the property of the City of Kingston.
3. All documents, maps, plans and submissions to the City of Kingston will be provided in digital format suitable for reproduction purposes, and will be owned by the City of Kingston.
4. All reports, discussion papers and other submissions as required are to be provided to the City of Kingston in the following way: requisite number of bound copies and 1 unbound version and 1 electronic version on CD –ROM.

- i. Final report - (75 hard copies, one unbound, and CD-ROM).
- ii. Executive Summary Document (30 copies, one unbound, and CD Rom)
- iii. Final presentation of report, through PowerPoint Presentation, to the Arts Recreation and Culture Committee, Planning Committee and/or City Council

## **12.0 ROLES & RESPONSIBILITIES**

### **1. Consultant**

The Consultant's role will be to develop the Lake Ontario Park Master Plan process and deliver a Master Plan for Lake Ontario Park collaboratively with the Department of Culture and Recreation that incorporates the required elements of both the process and deliverables. The Consultant will also be open to incorporate any further items that may be identified throughout the proposed process, as may be received by a consultant as part of what they propose is necessary to properly deliver the product needed.

Consultant firm's responsibilities are to:

- Assign a team of individuals with the required skills and expertise to deliver on the project goals and objectives;
- Conduct and complete the work elements as identified within this document;
- Work with assigned City staff in a collaborative and supportive fashion to support skill development opportunities for staff assigned to the project;
- Complete the work elements as outlined in the Key Objectives of the Terms of Reference;
- Design and conduct public input sessions with support of Department staff as needed or required;
- Develop and deliver a project process and document that meets project goals, objectives and deliverables;
- Provide monthly updates to the project leads;
- Provide comprehensive, innovative and collaborative opportunities throughout the process;
- Ensure public, stakeholder, Department and Corporate Management, and Council involvement in the Master Plan process and development of recommendations
- Provide itemized project invoices in a timely fashion not less than bimonthly; and
- Provide progress reports, discussion papers, draft and final versions of the Master Plan document in accordance with Section 9 of the Terms of Reference;
- Not exceed project cost;
- Meet project timelines; and
- Provide draft and final versions of the Lake Ontario Park Master Plan document.

### **2. Department**

The Department's role is to direct and participate in the Lake Ontario Park Master Plan process and deliver a Lake Ontario Park Master Plan for the community and the City of Kingston that meets the project goals and objectives.

The Department's responsibilities are to:

- Assign Project Lead;
- Assign a staff Technical Working Group to help meet project goals and objectives;
- Assist in coordination of meetings with the Lake Ontario Park Staff Advisory Group and the general public;
- Provide background materials and data as needed and available;
- Provide rooms and facilities for meetings, consultations, open houses, focus groups, etc;
- Provide current contact information for stakeholder groups, including City Committees and Boards;
- Provide a webpage for ongoing communication vehicles as needed for the project;
- Provide advertising and communication vehicles as needed for the project;
- Meet timelines necessary to achieve project goals and objectives; and
- Consult with the Arts, Recreation and Policy Committee to receive ongoing input and comment as the plan develops.

## **C. 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:**

### **1.0 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.

### **2.0 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.

### **3.0 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,
- the *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 City is relying on this warranty in its decision to award the contract to the proponent.
- the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, section 13 which 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 Purchasing Bylaw 134-2000 of the Corporation of the City of Kingston as amended.

#### **4.0 City not liable for RFP costs.**

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

#### **5.0 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 City of Kingston 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 City of Kingston as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the City is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

#### **6.0 No Obligation to Contract.**

Submissions made in response to this RFP do not constitute the acceptance of a contract with the City of Kingston. Submissions constitute offers that the City may or may not accept at its sole discretion. The Corporation of the City of Kingston 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 City of Kingston also reserves the right to waive irregularities and technicalities and to do so at its sole discretion. The Corporation of the City of Kingston 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 City in the opinion of the City. The City of Kingston reserves the right to include consideration of any outstanding claims against or by the City, any record of poor performance with the City 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 City.

Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole discretion of the Corporation of the City of Kingston 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 City of Kingston including but not limited to those set out herein. The City reserves the right to reject an offer to supply goods and services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

Notwithstanding anything contained in the Agreement to the contrary, the City 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 City.

#### **7.0 Contract Payments.**

Unless otherwise specified, should the Corporation of the City of Kingston 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 City of Kingston, or the date on which the invoice is received, whichever is later.

#### **8.0 Limitation of Liability**

Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the City of Kingston 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 City, 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 City.

#### **9.0 Dispute.**

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

#### **10.0 No Assignment.**

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

#### **11.0 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 set out in the documents.

#### **12.0 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.

### **13.0 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.

### **14.0 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.

### **15.0 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 City of Kingston based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

### **16.0 Default under Project.**

In case of a default of performance of the Project, the Corporation of the City of Kingston 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.

### **17.0 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 City upon delivery and acceptance thereof by or on behalf of the City. 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 City 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 City 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.

### **18.0 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 City and shall be kept in full force during the complete period. The City shall be named as an additional Insured on the Commercial General Liability policy, and any successful proponent shall provide evidence of all insurance coverages required by completing the Insurance Certificate provided by the City, and proof of WSIB coverage, before the City shall enter into a contract in relation to this RFP.

### **19.0 Enforcement.**

Any successful proponent will have to enter into a legally binding agreement with the Corporation of the City of Kingston. Where any breach of the terms of that agreement should occur, the City shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the City of Kingston including lawsuit 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 choice of the City of Kingston in any such legal process.

## **20.0 Opening Process.**

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

- i. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to council.
- ii. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.

## **21.0 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 City of Kingston 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 City of Kingston (the City). 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 City 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;
- The 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 City of Kingston cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

**D. FORM OF IRREVOCABLE OFFER**

**I hereby offer to provide the requirements under  
Request for Proposal  
RFP No. F31-CDS-CR-2008-4**

to the Corporation of the City of Kingston 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 City of Kingston. I also agree that this irrevocable offer shall be open to acceptance by the Corporation of the City of Kingston 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 .** \_\_\_\_\_

**E. CONTACT INFORMATION & REFERENCES**

Company contact information

<b>CONTACT PERSON</b>	
<b>E-MAIL ADDRESS</b>	
<b>REGULAR PHONE NUMBER</b>	
<b>EMERGENCY PHONE NUMBER</b>	

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

<b>COMPANY</b>	
<b>NAME</b>	
<b>TITLE</b>	
<b>EMAIL</b>	
<b>PHONE NUMBER</b>	

<b>COMPANY</b>	
<b>NAME</b>	
<b>TITLE</b>	
<b>EMAIL</b>	
<b>PHONE NUMBER</b>	

<b>COMPANY</b>	
<b>NAME</b>	
<b>TITLE</b>	
<b>EMAIL</b>	
<b>PHONE NUMBER</b>	

**F. INSURANCE**



**CERTIFICATE OF INSURANCE**  
The Corporation of the City of Kingston

This is to certify that the insured named below is insured as described below.

PROJECT/CONTRACT/LEASE/AGREEMENT/PERMIT/TENDER to which this certificate applies – **MUST BE SPECIFIED**

NOTE: ORIGINAL CERTIFICATES SIGNED BY YOUR INSURER OR INSURANCE BROKER ONLY WILL BE ACCEPTED

Name of Insured	Telephone Number ( )- -	
Street Name (of Insured)	City	Postal Code

Type of Insurance	Insurer's Name	Policy Number	Effective Date			Expiry Date			Limits of Liability
			YR	MO	DAY	YR	MO	DAY	
Commercial general liability									
<input type="checkbox"/> umbrella									
<input type="checkbox"/> excess									
<input type="checkbox"/> other:									
Motor vehicle liability									

**Motor Vehicle Liability – must cover all vehicles owned or operated by or on behalf of the insured.**

Commercial General Liability – Occurrence Basis, Including Personal Injury, Property Damage Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenants Legal Liability  No **OR**  Yes... (limit)

Liquor Liability  No **OR**  Yes

AMOUNT OF DEDUCTIBLE (property damage and/or bodily injury)

\$

THE CORPORATION OF THE CITY OF KINGSTON, Kingston-Frontenac Library Board, the Kingston Police Services Board, Kingston Electricity Distribution Ltd., 1425445 Ontario Ltd. (Utilities Kingston) and 1425447 Ontario Ltd. have been added as **ADDITIONAL INSURED (not as additional named insured)**, but only with respect to their interest in the operations of the Named Insured and in respect to commercial general liability and umbrella/excess.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

If cancelled or changed in any manner that would affect the City of Kingston as outlined in coverage specified herein for any reason so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

The Corporation of the City of Kingston  
Attn: Marjorie Robinson  
216 Ontario Street  
Kingston, ON K7L 2Z3 FAX: (613) 546-6156

Date	YR.	MO.	DAY	Name of Insurance Company or Broker (completing form)		
Street Name (Insurer or Insurance Broker)				City	Postal Code	
Name of Authorized Representative or Official ( <b>please print</b> )				Telephone Number ( )- -	Fax Number ( )- -	

Signature of Authorized Representative or Official

## APPENDIX A



### TERMS OF REFERENCE Lake Ontario Park Master Plan July 14, 2008

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#### INTRODUCTION

The City of Kingston is seeking professional expertise to assist it, the Lake Ontario Park Staff Advisory Group and the community at large in developing a Master Plan for Lake Ontario Park that is guided by the eight planning principles from the visioning exercise and the results of highly successful survey questionnaire.

#### PURPOSE

*“Lake Ontario Park will be maintained and enhanced as a publicly owned parkland in support of its role as one of Kingston’s primary waterfront open spaces”.* Vision Statement

The overall goal of the Lake Ontario Park Master Plan is the redevelopment of the park in a manner that promotes environmental and economic sustainability while retaining flexibility to meet the evolving needs of the Kingston community in the creation of a well managed park that is accessible to all members of the community.

#### OVERALL OBJECTIVES

The Terms of Reference for the next phase are focused on finding a viable way of putting in place the vision and planning principles agreed to in the visioning exercise. The Phase I Planning Study achieved its goal of reaching a consensus on the future of Lake Ontario Park. Phase 2 of the park redevelopment process has three objectives which are:

- To develop and recommend a multi-year strategic direction and plan for the revitalization and rejuvenation of the park as a public community facility;
- To ensure ongoing and inclusive community consultation throughout the development of the plan and the related implementation strategy; and
- To develop and recommend a long-term financing and budget strategy for the capital construction and operating costs necessary to implement and maintain the recommended development plan.

A final phase of the park planning exercise (Phase III: Implementation) will be to define implementation strategies as well as initial development projects. Once the implementation strategies have been approved, development projects will be designed and costed in detail, then tendered for construction.

## **BACKGROUND TO THE MASTER PLAN**

The vision and eight planning principles will be the foundation upon which the Master Plan is built. Overall, the Master Plan and implementation strategy must address three key issues: the quality of human experience intended, the ecology of the site, and the financial and management requirements of the desired plan. Involvement of the existing advisory group should be assumed, as should ongoing consultation with the general public. A long-term strategy for partnerships with volunteer groups, institutions and non-profit agencies within the community, many of whom are represented on the advisory group, should be developed.

The Phase I Project produced three scenarios for the future development of Lake Ontario Park, each a different interpretation of the vision and planning principles. Scenario 1 emphasized camping, with a large RV campsite; Scenario 2 emphasized events, with a large events open space and support facilities; and Scenario 3 emphasized the waterfront, with renewed swimming and boating facilities. From the comments made by the advisory group members and from responses by the public to the survey, there emerged a preliminary consensus on the components of the three scenarios that the majority of people would like to see in a Master Plan for Lake Ontario Park. As is evident in the analysis of survey results, within an overall emphasis on environmental enhancement, the swimming area, specifically a beach, was a top priority. Of the remaining 20 or so facilities listed on the questionnaire, the top five were:

- Picnic areas with BBQ;
- Enhanced and imaginative children's playground including the provision of a spray pad component ;
- Events area (i.e. for dog shows);
- Pavilion for group activities; and
- Camping (tenting).

The park plan would most closely resemble Scenario 3: Waterfront Emphasis. It would take into account the concerns raised by the advisory group and would reflect the survey results. The recommended components of a Park Master Plan include, but are not necessarily limited to, family-oriented, waterfront-focused enhancements to the existing setting:

- A large open field for events, with ancillary camping;
- A swimming area, either as a beach or water curtain;
- A boating area for non-powered watercraft (but no short term docking);
- A playground for children;
- Four-season activities for youth and people of all ages;
- Improved park maintenance, lighting and a live-in supervisor;
- Improved public transit access to the park;
- A trail system linked within the park and offsite; and
- Conserved and regenerated natural areas, including shoreline, wetland, forested slopes and shaded upper terrace lawns.

Access and servicing requirements for these components were not part of the survey and will need to be addressed in the Master Plan.

## **PHASE 2 MASTER PLAN DESIGN GUIDELINES**

The advisory group, survey respondents and Council also strongly endorsed the following principles for realizing this vision:

1. Waterfront access will be fostered and the waterfront conserved and rehabilitated.

2. The park will provide facilities suitable for both local and regional residents as well as visitors.
3. The contrast between the park's two main character areas of tableland and waterfront will be celebrated.
4. The park will remain accessible to people of all means and backgrounds.
5. Vestiges of past uses will be conserved and interpreted.
6. All improvements to the park will support environmental enhancement through habitat restoration and sustainable development practices.
7. Revenue generating uses should be considered in support of ongoing park operation and improvement, but not as a primary focus.
8. As recommended by Council on April 15, 2008 that camping in Lake Ontario Park is promoted as a feasible alternative for visitors to the City.
9. In determining appropriate uses for the park, priority should be given to:
  - family activities
  - cultural/community activities
  - activities that promote enjoyment of the natural environment

In terms of the overall municipal and regional context for redevelopment of Lake Ontario Park, the intent of the vision and principles is to produce a Park Master Plan that is able to provide community-scale activities that would complement, but not compete with, the attractions already provided in the downtown. It would also complement private sector attractions as well as provincially or federally managed recreation and tourism sites in the surrounding region.

**Using these guidelines as a basis, Phase II of the revitalization of Lake Ontario Park shall consider:**

- A Master Plan for the park's physical development, including, but not limited to:
  - habitat conservation and restoration;
  - shoreline rehabilitation;
  - water quality improvements (surface runoff as well as bay);
  - an assessment of the park's role in the City's overall parks and recreation system, and as a component of the Provincial Waterfront Trail;
  - access and parking;
  - LEED certification-eligible development of buildings and infrastructure;
  - facilities for both programmed and non-programmed recreational activities for families and people of all ages; and
  - revenue-generating uses in support of core park uses.
- A high order development feasibility analysis including, but not limited to:
  - assessment of the park's role in the City's park system and tourism development strategy;
  - life-cycle assessment of existing park service infrastructure, structures and buildings;
  - assessment of existing natural resources and cultural heritage resources; and
  - preliminary assessment of market supply and demand, and institutional capacity, for priority items identified in the Phase I Study, including the campground.

- Based on the foregoing, preparation of three feasible options for park revitalization, including:
  - recommendations for a preferred option;
  - stewardship and maintenance plan for the preferred option;
  - funding and partnership strategy for the preferred option; and
  - order-of-magnitude costing for all major Park Master Plan components.

This is to be a high-order assessment of the current park and an overall Master Plan for its design and implementation. The end result of Phase II is a conceptual park design with a series of issues (technical and implementation) to be addressed in detail in Phase III. Approval of a preferred development option in Phase II is the prerequisite to starting Phase III: Implementation.

## **SCOPE OF WORK FOR THE MASTER PLAN**

- **Part I: Background**

- Review of Phase I Report and other relevant studies (i.e. campground assessment)
- Site analysis (natural and cultural landscape)
- Building and infrastructure assessment
- Development policy context
- Preliminary market and institutional capacity analysis

- **Part II: Development Options**

- Development criteria
- Development options

- **Part III: Preferred Option**

- Conceptual design
- Preliminary implementation strategy (including partnership opportunities and order-of-magnitude costing of plan components)
- Issues to be resolved in Phase III Study

There will be a minimum of three (3) meetings with the advisory committee, one at the project start, one in Part II to review the preliminary report and reach consensus on the preferred option, and one in Part III to review the draft final report. The consultant will be expected to facilitate two public meetings, one at the end of Part II and one at the end of Part III. The consultant will be asked to present the final report to the City's Arts, Recreation and Community Policies Committee.

Deliverables include 3 copies of a preliminary report, 3 copies of the draft final report and 25 copies of the final report as well as a CD of the final Master Plan and report.

## **PROJECT DIRECTION**

The project will be led by Mark Fluhrer, Director of the Culture & Recreation Department, with assistance from Kristine Hebert, Parks & Open Space Planning Coordinator. The advisory group assembled for the Phase I Project will continue in its role as the project steering committee.



## PUBLIC EXPECTATION FOR PROCESS

- Consider informal process of community consultation as opposed to a formal advisory committee;
- Use a diverse and broad spectrum of channels to get messages and information out to the community;
- Be aware of the vocal majority/minorities; and
- Scheduled timelines will determine participants in the process.

## EVALUATION OF PROPOSALS

Submission evaluation will be conducted pursuant to the City's Purchasing By-Law. Project submissions to be evaluated based on the criteria as set out below.

Evaluation Criteria	Weighting
Innovative approach to project – 12% Methodology and process and collaborative nature – 12%	<b>24%</b>
Understanding of project goals and objectives as demonstrated by: <ul style="list-style-type: none"> <li>• Knowledge of City/Community and Corporation – 15%</li> <li>• Ontario with Disabilities Act Adherence – 3%</li> </ul>	<b>18%</b>
Expertise and demonstrated results from similar Master Planning Projects – 15% Demonstrated knowledge of relevant policies and legislation – 10%	<b>25%</b>
Clarity and completeness of submission	<b>8%</b>
Price submission for project	<b>25%</b>
<b>Total:</b>	<b>100%</b>