

REQUEST FOR PROPOSALS (RFP)

For

Daycare Services Coaldale Recreation Centre

Issued: September 13, 2021

Submission Closing: October 15, 2021 at 2:00pm Local Time

Town Contact: Russ Tanner

Director, Recreation & Community Services

Town of Coaldale

russ.tanner@coaldale.ca

TOWN OF COALDALE

RFP FOR DAYCARE SERVICES

COALDALE RECREATION CENTRE

RFP SUBMISSION CHECKLIST

To ensure that your submission package is complete, please be sure the following items are included:

	Corporate Qualifications
	Corporate Resources
	Proposed Tenant Lease Rate (Payment Schedule)
	Current letter of Insurance
	Current Proof of good status with W.C.B. (Clearance Letter)
	Copy of Valid Business Licence (or equivalent from other jurisdictions)
Please	also ensure:
	The proposed rates are in Canadian Dollars.
	Submission is prominently marked with the competition title and number, with full legal name and return address of the proponent.

Submissions shall be received no later than the RFP Closing as noted in the IMPORTANT DATES TIMETABLE section of the RFP document. Submissions received after the RFP Closing Date and Time will be rejected.

Table of Contents:

1	IN	FRODUCTION	I
	1.1	Invitation	1
	1.2	Town Contact	1
	1.3	Important Dates Timetable	1
	1.4	Pre-Submission Meeting	2
	1.5	Submission Details	
	1.6	Proponents to Review RFP	2
	1.7	Exceptions to RFP	
	1.8	Addenda	3
2	EV	ALUATION OF PROPOSALS AND AWARD OF CONTRACT	3
	2.1	Mandatory Criteria	3
	2.2	Scored Criteria	4
	2.3	Clarifications	5
	2.4	Tie Score	5
	2.5	Notification and Debriefing	5
	2.6	Award of Contract	6
3	DE	LIVERABLES	6
	3.1	Background	6
	3.2	Tenant Improvement Work by Proponent	6
	3.3	Company Deliverships	7
		Scope and Deliverables	/
	3.4	Notes and General Requirements	
	3.4 3.5		8
4	3.5	Notes and General Requirements	8 8
4	3.5	Notes and General Requirements Schedule	8 8
4	3.5 OT	Notes and General Requirements Schedule THER TERMS AND CONDITIONS	8 8 8
4	3.5 OT 4.1	Notes and General Requirements Schedule HER TERMS AND CONDITIONS General Information and Instructions	8 8 8 9
4	3.5 OT 4.1 4.2	Notes and General Requirements Schedule THER TERMS AND CONDITIONS General Information and Instructions Negotiations	8 8 8 9
4	3.5 OT 4.1 4.2 4.3	Notes and General Requirements Schedule HER TERMS AND CONDITIONS General Information and Instructions Negotiations Town at its sole Discretion may chose to do the following	8 8 8 9 9
4	3.5 OT 4.1 4.2 4.3 4.4	Notes and General Requirements Schedule HER TERMS AND CONDITIONS General Information and Instructions Negotiations Town at its sole Discretion may chose to do the following Conflict of Interest and Prohibited Conduct	8 8 8 9 9 10
4	3.5 OT 4.1 4.2 4.3 4.4 4.5 4.6 4.7	Notes and General Requirements Schedule HER TERMS AND CONDITIONS General Information and Instructions Negotiations Town at its sole Discretion may chose to do the following Conflict of Interest and Prohibited Conduct Confidential Information Procurement Process Non-Binding Non-Binding Price Estimates	8 8 9 9 . 10 . 10 . 11
4	3.5 OT 4.1 4.2 4.3 4.4 4.5 4.6	Notes and General Requirements Schedule HER TERMS AND CONDITIONS General Information and Instructions Negotiations Town at its sole Discretion may chose to do the following Conflict of Interest and Prohibited Conduct Confidential Information Procurement Process Non-Binding	8 8 9 9 . 10 . 10 . 11

1 INTRODUCTION

1.1 Invitation

The Town of Coaldale (the "Town") is inviting prospective proponents (the "Proponent") to provide non-binding offers for the operation of Childcare service at the future Town of Coaldale Recreation Centre. This Request for Proposals (the "RFP") outlines a general scope of services and deliverables (the "Deliverables") required the process for submission and evaluation of proposals, and subsequent award of Contract; and the terms and conditions of the RFP.

RFP documents are available to the public through the Alberta Purchasing Connection (APC) website, and the Town's Website.

There will be no public opening of the received proposals. The Proponent selected pursuant to this RFP process will be informed in writing. Proponents not selected will also be informed in writing.

1.2 Town Contact

For the purposes of this RFP the "Town Contact" shall be:

Russ Tanner
Director, Recreation & Community Services
Town of Coaldale
1920 17th Street
Coaldale, AB T1M 1M1

Email: <u>russ.tanner@coaldale.ca</u>

Phone: 403-345-1300

Proponents may not contact individuals employed or engaged by any member of the Town, other than the Town Contact, concerning matters regarding this RFP. Only information received by the Town Contact will be considered in the RFP process. All such communications must be in writing. Any Proponent that does not follow these instructions may be disqualified.

1.3 Important Dates Timetable

The following timetable will apply to the RFP process. This timetable is tentative only and may be amended by the Town at anytime prior to the RFP Closing.

Activity	Date
Issue RFP - Start of Submission Period	September 13, 2021
Pre-Submission Meeting	September 22, 2021
Deadline for Questions	October 1, 2021 at 2:00pm Local Time
Deadline for Issuing Addenda during the Submission Period	October 8, 2021 at 2:00pm Local Time
Deadline for Submissions - End of Submission Period	October 14, 2021 at 2:00pm Local Time
Project Award (Subject to Council Approval)	October 26, 2021

1.4 Pre-Submission Meeting

A Pre-Submission Meeting will be held in person at 1:30pm on September 22, 2021 at The HUB. The HUB is located at 2103 13th Street Coaldale.

1.5 Submission Details

Submissions shall be delivered to the Town Contact as outline in Section 1.2. Any proposal received after the Deadline for Submissions will be rejected. The Proponent is advised to confirm that the proposal has been delivered prior to the submission deadline. The Town will not be responsible for proposals delivered and failed to arrive.

The proponent acknowledges and agrees that the Town shall not have any liability for costs or losses incurred by the Proponent in participating in this RFP process.

1.5.1 Preferred Format of Proposals

Proponents must submit one (1) emailed electronic copy of their proposal as follows:

- Compile all content into a single Portable Document Format (pdf) file consisting of letter (8.5" x 11") sized written documents, and either letter (8.5" x 11") sized or tabloid (11" x 17") sized drawings, renderings, and similar documents.
 - o Drawings, renderings and similar documents shall be legible at prescribed allowable document sizes.
- Sequentially number pages in each section of the proposal.
- Provide a table of contents that includes page numbers of sections, attachments, appendices, etc.
- Clearly follow and label content to adhere to the format, order, and page limits set-out in Section 2 Evaluation of Proposals and Award of Contract.

Hard copy proposals will not be accepted at this time. Proposals shall clearly identify the RFP title in the subject line of the email. The name and address of the Proponent shall be clearly identified in the body of the email.

1.5.2 Amendment of Proposals

A Proponent may amend a proposal that is already submitted at any time prior to the specified RFP Deadline for Submissions. Amendments may be submitted in the same way as the original proposal.

1.5.3 Withdrawal of Proposals

A Proponent may withdraw a proposal that is already submitted at any time prior to execution of a Contract by providing written notice of withdrawal, signed by an authorized representative of the Proponent, to the Town Contact.

1.6 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP and (a) shall report any errors, omissions or ambiguities and (b) may direct questions or seek additional information in writing by email on or before the Deadline for Questions to the Town Contact. The Town is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the Proponent to seek clarification from the Town Contact on any matter it considers to be unclear. The Town shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

1.7 Exceptions to RFP

Any and all exceptions of the Proponent to the terms and conditions of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and conditions, submission of a proposal constitutes acceptance by the Proponent. The Town reserves the right to reject submissions which contain exceptions that the Town deems to be unacceptable.

1.8 Addenda

During the RFP Submission Period, Proponents may be advised by written Addenda of required additions, deletions, or alterations to requirements of the RFP. Addenda will be distributed through the Alberta Purchasing Connection (APC) website. Any Addenda shall become a binding addition to the RFP.

If the Town determines that it is necessary to issue an addendum during the Submission Period and after the *Deadline for Issuing Addenda during the Submission Period*, as detailed in Section 1.3 Important Date Timetable, the Town may extend the Submission Period.

2 EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

All proposals received prior to the RFP Closing will be evaluated by an interdepartmental selection of Town staff and Council in accordance with a two-stage evaluation process. The stages of evaluation are as follows:

Stage 1 - Mandatory Criteria

Stage 1 will consist of a review to determine which Proponent submissions meet all the Mandatory Criteria. Submissions which do not clearly meet all Mandatory Criteria will be precluded from proceeding to Stage 2 – Scored Criteria.

Stage 2 - Scored Criteria

Stage 2 will consist of a scoring/rating process based on the provided Scored Criteria.

It is the Town's intent to enter into a contract with the successful Proponent which meets all Mandatory Criteria and achieves the highest overall evaluation based on the Scored Criteria. The successful Proponent will be notified via a written selection notice and will be invited to enter into a contract. Neither the Town nor any Proponents are legally bound to provide or purchase services until the execution of a written contract.

The terms and conditions of the Contract will be negotiated. Should negotiations be unsuccessful, the Proponent with the second highest score will be contacted. This procedure will be continued until a contract is finalized, or the Town elects to cancel the RFP process. The Town may terminate negotiations with a Proponent if at any time the Town is of the opinion that it will not be able to conclude a contract with said Proponent, or if it feels the terms proposed are unsatisfactory.

2.1 Mandatory Criteria

Proponent submissions which do not meet all of the following Mandatory Criteria will be excluded from any further evaluation:

- Current Letter of Insurance.
- Current Proof of good status with W.C.B. (Clearance Letter).
- Copy of Valid Business Licence (or Equivalent for other Jurisdictions).

2.2 Scored Criteria

2.2.1 Summary of Categories

Proponent submissions which meet all Mandatory Criteria will be further evaluated based on the following Scored Criteria:

Scored Criteria Category	Minimum Score Required*	Maximum Points Available	Weight	Maximum Score
Understanding of RFP and Services Proposed	6	10	4	40
Corporate Qualifications and Experience	6	10	3.5	35
Proposed Tenant Lease Rate (Payment Schedule)	6	10	2.5	25
			Total	100

Proposal shall include clearly identified sections which address each of the Scored Criteria Categories. For the purposes of brevity, a maximum page total for each section is prescribed.

Understanding of RFP and Services Proposed: Maximum 15-page total is permitted

Proponents should demonstrate that they have reviewed the background information provided and have a good understanding of the request. Proponents are encouraged to provide information that indicates a strong understanding of the nature of services needed for consideration. The following minimum information is recommended:

- Preliminary service concepts.
- A description of how these Services will be delivered including, but not limited to, a business plan, organization chart indicating how the Proponent intends to structure the delivery of services.
- A list of potential value-added services.
- Any other information deemed important to the Project by the Proponent.

<u>Corporate Qualifications, Experience, and Resources: Maximum 15-page total, plus prescribed</u> <u>forms permitted</u>

Proponent should demonstrate that they have adequate qualifications, experience and resources to provide the Deliverables. The quantity, quality and performance of both previous and current services provided by the Proponent will be considered including potential reference checks at the discretion of the Town. The following minimum information is recommended and/or required:

- A statement of interest including any qualifications or conditions to the interest.
 - o Corporate, Financial, and Health & Safety Information,
 - o Summary of Qualifications and Experience of Key Personnel,
- Resumes of key personnel, including qualifications and professional affiliations.
- Any other information deemed important to the Project by the Proponent.

Proposed Tenant Lease Rate (Payment Schedule): Maximum 5-page total is permitted

Provide a proposed rates or fees schedule, including monthly per square foot rates or disbursements; estimate number of years; and value-added service disbursements or ancillary costs.

2.2.2 Non-Monetary Point Rating System

Scoring points will be assigned for each applicable Non-Monetary Scored Criteria Category based on the information provided in the Proponent submissions. Points may be modified, depending on reference checks and other confirmed independent information.

Whole number scoring points will be awarded on a scale of 0 to 10, in accordance with the following criteria:

Non-Monetary	Description		
Scoring Points			
10	Fully exceeds expectations. Proponent clearly understands the services		
10	needed. Excellent probability for success.		
8	8 Somewhat exceeds expectations. High probability of success.		
6	Meets expectations. Proponent has a good understanding of the services		
6	needed. Good probability of success.		
4	Somewhat meets expectations. Minor weakness or not completely clear on		
4	the services proposed. Fair probability of success.		
2	Does not meet expectations or demonstrate an understanding of the services		
2	needed. Low probability of success.		
0	Lack of response or complete misunderstanding of the services needed. Very		
U	low probability of success.		

Where relative tenant lease proposals are deemed inappropriate for use in awarding points for Monetary Scored Criteria Categories by the Evaluation Team due to unique circumstances, an alternative rate evaluation process may be utilized.

2.3 Clarifications

The Town may, at its sole discretion, seek further information from the Proponent or any third-parties in order to clarify, verify or supplement the Proponents submission. The Town may reevaluate the Proponents evaluation on the basis of any such information.

2.4 Tie Score

In the event of a tie score, the successful Proponent will be determined by a simple random method chosen at the Town's sole discretion, which may consist of, without limitation, a coin toss or a lottery name draw. The coin toss or lottery draw shall be conducted in the presence of a representative of each of the tied Proponents.

2.5 Notification and Debriefing

2.5.1 Notification to Proponents

Once an agreement is executed by the Town and a Proponent, the other Proponents may be notified directly in writing.

2.5.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Town Contact, and must be made within thirty (30) days of such notification.

2.5.3 Protest Procedure

If a Proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the Town Contact in accordance with applicable procurement protest procedures within ten (10) days of the debriefing.

2.6 Award of Contract

The successful Proponent shall, as part of the contract award process and prior to the execution of a contract, provide the following additional information:

- a) Current Proof of Good Standing with W.C.B. (Clearance Letter)
- b) Copy of a valid Certificate of Insurance (with the Town of Coaldale named as additional insureds')

3 DELIVERABLES

The objective of the RFP is to select the most qualified Proponent, based on the Evaluation Criteria set forth within Section 2.0 Evaluation of Proposals and Award of Contract, for the provision of the Service Deliverables as further described in this Section.

3.1 Background

The Town of Coaldale is located in southern Alberta, approximately 11 kilometers east of the City of Lethbridge. With a 2019 census population of 8,743 and an average annual population growth rate of 2.37%, Coaldale continues to see strong growth year after year. Also note that the Town of Coaldale's average age is 36yrs. Below that of the provincial average of 36.7yrs, the Lethbridge average of 41.2yrs and the national average of 41.2. The Town is prepared to invest in Coaldale's future by promoting recreational and early childhood development opportunities that support the health and well-being of its residents and visitors.

In recent years the Town has invested in its community service infrastructure and is currently in partnership with Palliser School Division to build a new Recreation Centre attached to the new high school. This new year-round facility will complement many other recent projects in addition to the Town's longer standing recreational and tourism attractions.

The following links are available for more information:

- Town of Coaldale Community Profile at: https://www.coaldale.ca/about/community-profile
- A complete listing of Town Facilities at: https://www.coaldale.ca/facilities/town-facilities
- Town of Coaldale Economic Profile at: https://www.coaldale.ca/business/economic-development

3.2 Tenant Improvements Work by Proponent

The successful Proponent shall be responsible for the design and construction of all interior space where applicable and here to called "Tenant Improvements." Concurrent to the design and construction concerning Tenant Improvements will require co-ordination efforts by the successful

Proponent and the Town Contact. All expenses concerning Tenant Improvements shall be at the cost of the Proponent and form part of the future agreement.

3.3 Scope and Deliverables

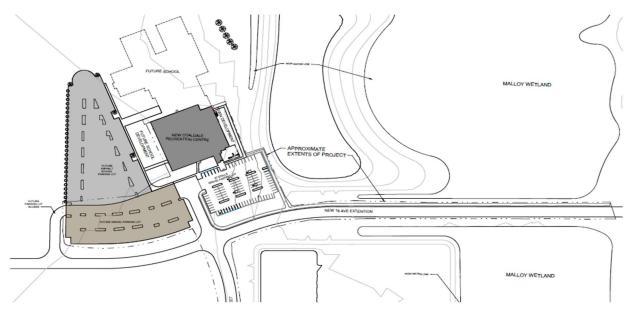
The expectation for this Request is to obtain Childcare services located within the Town of Coaldale's new Recreation Centre. Ideally the service will be progressive in nature with a variety of options provided concerning age and access. This service is intended to serve as a means of support to the community as a whole. As well, any options to partner with other tenants (Palliser School Division, Town of Coaldale and Twisted Steel Fitness) should not only be entertained but will be strongly considered an asset. For these reasons, Daycare services should consider including a variety of programs that can accommodate varying of service levels.

<u>Program Services Design Considerations:</u>

- Drop-in space offered for spontaneous use.
- Regularly scheduled daily or weekly program options.
- Afterschool program options.
- High school employment options.
- Early childhood education program development with Palliser Schools.

The project site is located in the future newly developed North West sector of the Town of Coaldale. For reference, 16th Avenue will extend past the Kin Shelter Westward and the new Multi-use Recreation Centre and School will be located West of the existing storm retention pond.

Figure 1: General Project Location



Key Deliverables:

- Sample Agreement Packages including:
 - o Compilation of all certification documents.
 - o Proponent's proposed rates and any applicable fees.
 - O Clearly identify the space required by the Proponent as exclusive use and shared use if and where applicable to the Proponent's Proposal.
 - All requirements and expectations that the Proponent wishes to place on the Town of Coaldale.

3.4 Notes and General Requirements:

- a) Proponents should be aware of the Town of Coaldale Bylaws including, but not limited to Community Standards Bylaw 741-R-06-18.
- b) The successful Proponent shall comply with the requirements of the Alberta Occupational Health and Safety Act, the Workers Compensation Act, and all other applicable safety regulations.
- c) The successful Proponent shall abide by all regulatory requirements, and obtain any/all necessary permits and agreements required to deliver the agreed upon services.
- d) The successful Proponent will be expected to interact with the general public during the course of their work in a professional and courteous manner.

3.5 Schedule

3.5.1 Target Dates

The target dates indicated in this section are preliminary only.

- ➤ Phase 1: Request for Proposal Competition
 - o Issue Request for Proposal (RFP) September 13, 2021.
 - o RFP closing date October 14, 2021.
 - o Awarding RFP October 26, 2021
- ➤ Phase 2: Contract Signing
 - o Draft Contract Developed November 12, 2021.
 - o Contract Signed November 22, 2021.
- ➤ Phase 3: Construction
 - o Substantial Completion December 2023.
 - o Total Completion by January 2024.
- ➤ Phase 4: Open for Business
 - o January 2024.

4 OTHER TERMS AND CONDITIONS

The following other terms and conditions shall also apply to this RFP.

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

4.1.2 Proposals in English

All proposals are to be in the English language only.

4.1.3 No Incorporation of References

The entire contents of the Proponent's proposal should be submitted in a fixed format, and the content of website or other external documents referred to in the proposal but not attached will not be considered to form part of its proposal.

4.1.4 References and Past Performance

In the evaluation process, the Town may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the Town or other institutions.

4.1.5 Information in RFP Only an Estimate

The Town makes no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities or data contained in this RFP or provided by way of addenda are estimated only for the sole purpose of indicating the general scale and scope of deliverables. Proponents are responsible to obtain all the information necessary to prepare a proposal in response to this RFP.

4.1.6 Proponents to Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of their proposal including, but not limited to the cost incurred for interviews or demonstrations.

4.1.7 Ownership of Proposals

All proposals submitted become property of the Town and will not be returned.

4.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Town makes no guarantee of the value or volume of work to be assigned to the successful Proponent.

4.1.9 Non-recourse

No course of action or inaction by the Town shall create any obligation or liability to any Proponent or any other person or create a right of recourse against or entitlement to compensation from the Town.

4.1.10 Independent Contractor

The selected Proponent to this RFP shall serve as an independent contractor (not as an employee) and therefore shall not be entitled to any employment benefits.

4.1.11 Collection of Information

Proponents consent to the Town's collection of the information as contemplated under this RFP for the uses contemplated under this RFP.

4.2 Negotiations

Negotiations will be subject to the terms and conditions of this RFP and will not constitute a legally binding offer to enter into a contract on the part of the Town or the Proponent. There will be no legally binding relationship created with any Proponent prior to execution of a written agreement. Negotiations may include requests by the Town for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation process, and may include requests by the Town for amended scope, improved pricing, or modified performance terms of the Proponent.

4.3 Town at its sole Discretion may chose to do the following:

- a) Reject any or all proposals, or may cancel the RFP and require the submission of new proposals for any reason within its absolute discretion.
- b) Accept any proposal conditionally including, but not limited to, or subject to any further direction from Town Council.
- c) Publish a further invitation or competition, on the same or revised terms, if in the opinion of the Town insufficient proposals were received in response to this RFP.
- d) Reject any proposal which in the opinion of the Town is dependant on an unreliable source of supplies, and/or unproven or obsolete technology or methods.
- e) Seek clarification regarding any submission.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest

For the purposes of this RFP, the term Conflict of Interest includes, but is not limited to, any situation or circumstance where:

- a) in relation to the bidding process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, information in the preparation of its proposal that is confidential and not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

4.4.2 Disqualification for Conflict of Interest or Prohibited Conduct

The Town may disqualify, at its sole and absolute discretion, a Proponent for any conduct, situation, or circumstances which may constitute a Conflict of Interest or conduct prohibited by this RFP.

4.4.3 No Communication with Media

Proponents shall not directly or indirectly communicate with the media in relation to the RFP without first obtaining written permission from the Town.

4.4.4 No Lobbying

Proponents shall not engage directly or indirectly in any form of political or other lobbying to influence the RFP process.

4.4.5 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bidrigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed official, or other representatives of the Town; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in the RFP.

4.5 Confidential Information

4.5.1 Confidential Information of the Town

All information provided or obtained from the Town in connection with this RFP is the sole property of the Town and must be treated as confidential and shall not be used for any purpose other than replying to his RFP and the performance of any subsequent contract for work.

4.5.2 Confidential Information of the Proponents

A Proponent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required

by law or by order of a court or tribunal. Proponents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of their responses. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Town Contact.

4.6 Procurement Process Non-Binding

4.6.1 No Contract A and No Claims

- a) This RFP process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal "Contract A" binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations.
- b) Neither party shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a proposal.
- c) No legal obligation regarding the procurement of any good or service shall be created between the Proponent and the Town until the Town accepts the Proponent's offer in writing.

4.7 Non-Binding Price Estimates

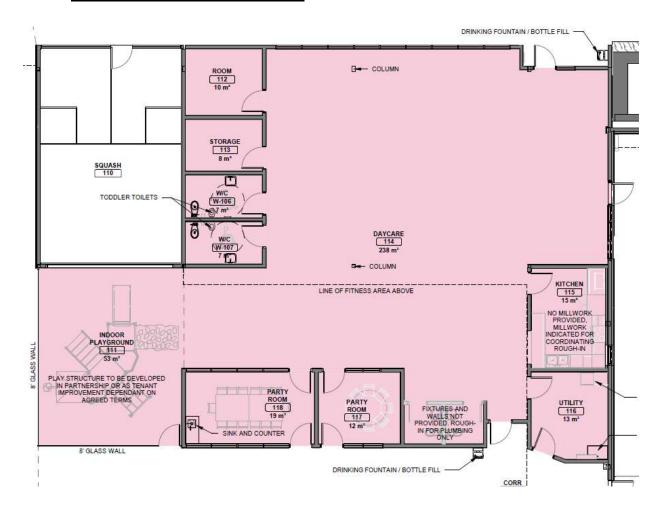
While the pricing or fees represented in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of proposals and the ranking of proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered fee structures, could adversely impact any such evaluation or ranking or the decisions of the Town to enter into any agreement for the Deliverables.

4.8 Waiver of Claims and Liability Cap

By submitting a proposal, each Proponent agrees that any claim that the Proponent may have against the Town (and the Town's employees, agents and elected officials) for damages, losses, or expenses or for any other legal relief, arising directly or indirectly in relation to this Request for Proposal (whether in contract, tort or other legal theory) is limited to the lesser of \$2,000. For clarity, each Proponent specifically waives as against the Town (and the Town's employees, agents and elected officials) any claim for consequential or indirect damages, loss of profit, loss of opportunity, judicial review or injunctive relief.

5 FACILITY DRAWINGS

Daycare Exclusive Space Options:



Room Schedule for Daycare Exclusive Space

Daycare Main (#114) 238 m² (2,561.8 ft²)

Room (#112) 10 m² (107.6 ft²)

Storage (#113) 8 m² (86.1 ft²)

W/C (#106) 7 m² (75.4 ft²)

W/C (#107) 7 m² (75.4 ft²)

Kitchen (#115) 15 m² (161.5 ft²)

Total Exclusive Space = $285 \text{ m}^2 (3,067.7 \text{ ft}^2)$

Outdoor Play Area Option = $200 \text{ m}^2 (2,253 \text{ ft}^2)$

Additional Negotiable Shared or Exclusive Space

Utility (#116) 13 m² (139.9 ft²)

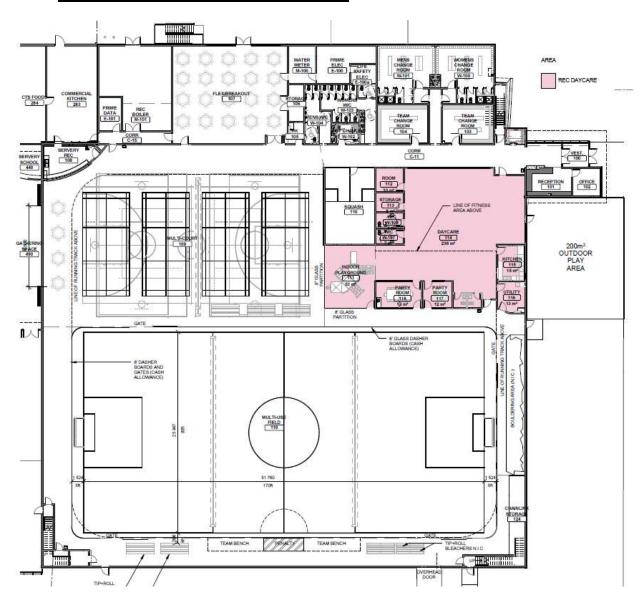
Small Party Room (#117) 12 m² (129.2 ft²)

Large Party Room (#118) 19 m² (204.5 ft²)

Indoor Play Area (#111) 53 m² (570.5 ft²)

Total Negotiable Space = $97 \text{ m}^2 (1,044 \text{ ft}^2)$

Multiuse Facility Ground Level Drawings:



Space Description

Office (#102) & Reception (#101) – Town Operations Staff

Public Change – General Facility Use

Team Change – Assigned

Public Restrooms – General Use

Flex/Breakout Room (#107) – Rentable Space

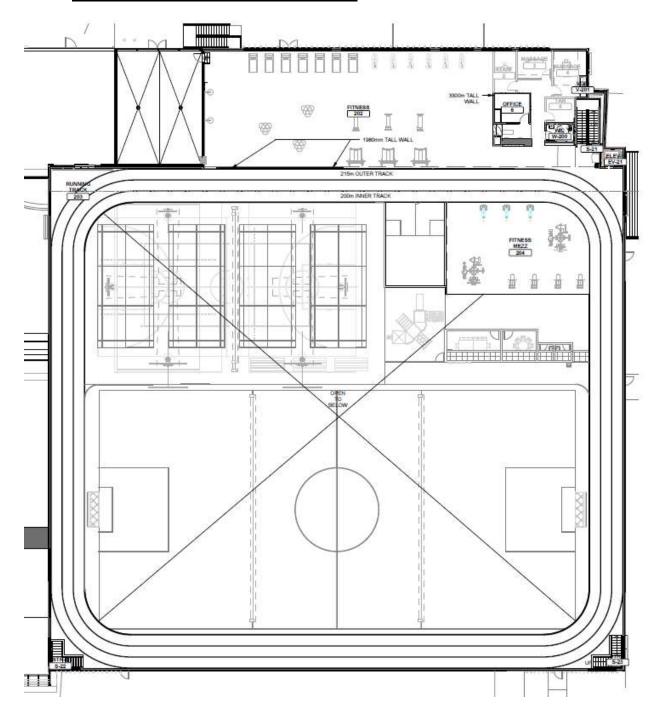
Multi-Court – Basketball, Volleyball, Badminton, Pickleball and Event Use

Multi-Use Field – Turf Field for Soccer, Lacrosse, Baseball, Football and Event Use

Server (#108) – Leased Food Services

Bouldering Area – Future Development

Multiuse Facility Second Level Drawings:



Space Description

Fitness (#202 & 204) – Twisted Steel Fitness Running Track (#203) – Three Lane 200 m Community Track