



TOWN OF NEWMARKET

Corporate & Financial Services
Purchasing Department
905-953-5335
info@newmarket.ca

REQUEST FOR PROPOSAL

RFP2009-19

SEALED PROPOSALS, with the submission label provided by the Owner affixed to your envelope, shall be stamped and received by the Corporate & Financial Services/Clerks Department, 395 Mulock Drive, P.O. Box 328, (STN MAIN), Newmarket, Ontario, L3Y 4X7 no later than (15:00:00 hours) 3:00:00 p.m. local time, **Thursday June 25, 2009.**

Late Proposals shall not be accepted.

Requirements for:

RECRUITMENT ADVERTISING

All Proposals are subject to the terms and conditions of the Request for Proposal, the accompanying Specifications, scope of work, and all other contract provisions or data that are incorporated.

The Corporation of the Town of Newmarket reserves the right to accept or reject all or part of any Proposal, and to accept the Proposal that is in the best interest of the Owner.

Deadline for emailed written questions to the undersigned is Thursday June 18, 2009.

Proponents should address any discrepancies, errors and/or omissions in the Proposal Document, or if they be in doubt as to any part thereof, to the following party:

Lisa Gold
Buyer
Purchasing Department
Corporate & Financial Department
Tel: 905-953-5335, ext.2353
lgold@newmarket.ca

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The following definitions apply to the interpretation of the Proposal Document;

1. **"Addenda" or "Addendum"** means such further additions, deletions, modifications or other changes to any Proposal Document.
2. **"Black Out Period"** means the period of time from the Call for Bid closing up to and including the date that the contract has been executed by the Corporation.
3. **"Proposal Document"** means collectively all of the documentation comprising the Call for Proposals, namely Parts I to IV, and all Contract Drawings, if any.
4. **"Proposal" or "Proposal Form"** means the Proposal in the form prescribed by these Proposal Documents and completed and submitted by a Proponent(s) in response to and in compliance with the Call for Proposal and the Proposal Documents and for the purpose of entering into the Contract in the event of Award.
5. **"Proposal Irregularities"** means any Proposal that has a Proposal Irregularity describes in Part I, Instructions to Proponents, shall be dealt with in compliance with Procurement By-law Number 2008-78.
6. **"Proposal Security" or "Contract Security"** means the Proposal Security documentation referred to and described in Part I, Instructions to Proponents.
7. **"Proponent"** means the legal entity submitting a response to a Proposal.
8. **"Proposal Call"** means the call for Proposals on the terms and conditions set forth in the Proposal Document.
9. **"Closing Time"** means the time specified in Part I, Instructions to Proponents, by which all Proposals submissions shall be received by the Owner.
10. **"Council"** means the elected Council for the Town of Newmarket.
11. **"Contract"** means the agreement in writing, governing the performance of the Work, which has been executed by the Owner and selected Contractor following acceptance by the Owner of the selected Proponent's submission.
12. **"Contractor"** means the selected Proponent to whom the Contract is awarded and who is undertaking the supply of goods/services, construction and/or execution of the Work under the terms of the Contract.
13. **"Owner"** means The Corporation of the Town of Newmarket, as the case may be, and as identified in the Call for Proposals, for the purpose of the award and execution and performance of the Contract, shall mean the entity awarding the Contract.
14. **"Work"** means the Work to be undertaken by the Contractor pursuant to the provisions of the Contract.
15. **"Working Day"** means Monday thru Friday inclusive by excluding Saturday and Sunday and any recognized Statutory holiday.

1. GENERAL

The Corporation of the Town of Newmarket is soliciting Proposals from Proponents who have the necessary qualifications and experience to provide the type of services described in this Request for Proposal. The Proposal should be detailed and specific, and shall be completed and submitted in the prescribed format.

If requested by the Owner, the Proponent should be prepared to have senior management staff available to meet with the Owner to review the Proposal during the evaluation process.

The Scope of Project contemplated is described herein, as part of the Request for Proposal. The Owner reserves the right to amend the Scope as necessary.

2. CONTRACT

This Request for Proposal is not a call for Tender. However, each Proposal is expected to contain sufficient detail concerning all terms and conditions of the Proposal to permit the drafting of a Contract. Consulting firms who were involved in preparing or assisting in developing the scope of work and/or specifications shall not propose on the respective project.

3. SCOPE OF PROPOSAL

The Owner is soliciting Proposals for the Recruitment Advertising from proponents who have the necessary qualifications and experience to provide the type of services described in this Request for Proposal. The Proposal should be detailed, specific and shall be completed and submitted in the prescribed format. If requested by the Owner, the proponent should be prepared to have senior management staff available to meet with the Owner to review the Proposal.

The Scope of Project contemplated is described herein, as part of the RFP. The Owner reserves the right to amend the Scope as necessary.

The Town of Newmarket wishes to establish one agency that shall assist in the creation/design of recruitment advertisements as well as the placement of the advertisements in newspapers and/or other media. We are looking for a creative approach and one that recognizes the nature of this organization.

The Town of Newmarket is seeking proposals for the provision of advertising for recruitment services. The Town's Human Resources Department is responsible for the recruitment of employees for the Town of Newmarket and Central York Fire Services.

4. TERM OF CONTRACT

The Term of Contract shall be a period of two years and may be extended for two additional one year periods, if agreed by both parties.

The Owner reserves the right to find an alternate source if the selected Proponent does not fulfill his obligation to Supply, deliver and/or service as contained in the Proposal.

5. PIGGYBACK OPTION

The Owner reserves the right to negotiate with the Selected Proponent to allow the York Public Buyers Co-operative agencies to piggyback on the Contract, if both parties agree.

6. PROPOSAL CLOSING TIME

The Proposal Form, sealed with the submission label provided by the Owner affixed to your envelope, shall be received, date and time stamped and in the possession of the Corporate & Financial Services/Clerks Department no later than (15:00:00 hours) 3:00:00 p.m. local time, on the specified closing date. Late Proposals shall not be accepted however they shall be time and date stamped and returned to the Proponent unopened. Proposal Forms submitted and received by facsimile shall not be accepted and shall result in the Proposal being rejected.

The Closing Time shall be determined by the Corporate & Financial Services/Clerks Department Proposal Time Clock.

7. RELEASE OF INFORMATION DURING THE CALL FOR BID PROCESS

Any communication initiated by a Proponent to Corporation elected officials or staff other than to the Corporation Purchasing staff for the period of time, from the Call for Bid closing up to and including the date that the contract has been executed by the Corporation (the "Black Out Period") may be grounds for disqualifying the offending Proponent from consideration for contract award.

Any communication between a Proponent during the Black Out Period will be initiated by the Corporation Purchasing staff only.

8. PROPOSAL PREPARATION AND SUBMISSION

- 8.1 All Proposals shall be submitted in the Proposal Format provided by the Owner in the Proposal Document.
- 8.2 Acknowledgement of addendum(s) that shall carry no amendments to the Call for Bid that are received and attached to the outside of the Bid Submission Envelope/Package by the Purchasing Manager or designate prior to the closing date and time shall be accepted. Requests shall be directed to the Purchasing Manager or designate, by the authorized person submitting the Call for Bid by letter, telegram, email, facsimile or in person. Telephone requests shall not be considered.
- 8.3 The Proposal submission label, supplied by the Owner and affixed to your envelope, shall be used without any extra exterior covering.
- 8.4 In cases where the Proposal submission is too large to fit into the Proponent's submission envelope, the Proponent shall attach the submission label to the exterior of the Proposal Package(s) Submission. If more than one (1) package is submitted the packages shall be labelled to include the number of packages submitted.
- 8.5 A Proposal delivered in person or by a Courier Service, without the submission envelope, or a Proposal that is not delivered to the designated location by the Proponent or Courier Service may be rejected. The failure of the Proponent or Courier Service to deliver the Proposal submission to the designated location on time shall result in the Proposal being rejected.
- 8.6 Proposal Forms submitted and received by facsimile shall not be accepted and shall result in the Proposal being rejected.
- 8.7 Courier Service

Delivery of the Proposal Submission Envelope/Package through a Courier Service shall be the responsibility of the Proponent and shall result in the submission being rejected where;

- Proposal Submission Envelope/Package is delivered to a location other than that which is stated on the envelope/package and fails to be delivered to the Corporate & Financial Services/Clerks Department prior to the closing date and time stamped; and/or
- Proposal Submission Envelope/Package which is enclosed in the Courier Envelope that does not state "PROPOSAL DOCUMENT ENCLOSED" and is not removed from the Courier's Envelope prior to the closing date and time stamped; and/or
- Proposal Submission Envelope/Package is delivered later than the closing date and time stamped.

8.8 The Proposal Form shall be signed in the space(s) provided by a duly authorized official(s) of the entity submitting a Proposal. If a Joint Proposal is submitted, it shall be signed on behalf of each of the Proponents and if the signing authority for both Proponents is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of a non-incorporated entity or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the Proposal Form adjacent to the authorized signature.

8.9 Proposal Acceptance

Each Proposal shall be open for acceptance by the Owner for a period of Ninety (90) Working Days from the Proposal closing date. Without notice, the Owner reserves the right to award and enter into a Contract with one or more Proponents at any time. All Awards are subject to the approval of Committee, Council (if applicable) and the availability of funds.

8.10 Preparation

Proponents are expected to examine schedules and instructions in the Proposal package. Failure to do so shall be at the Proponent's risk.

In case of an error the Proposal price as stated in the submission shall be considered the proposed price.

All erasures or other changes shall be initialled by an authorized person.

Proposals shall be completed in ink or in a typed format.

The Request for Proposal number shall appear on all information furnished by the Proponent concerning this Proposal.

Any document intended to supplement or deviate from the express requirements of this Request for Proposal may result in rejection of the Proposal.

Four (4) copies of the Proposal is requested to be submitted – One (1) unbound original identified as "Master" and three (3) copies marked "Copy", sealed and clearly marked as to contents, and One (1) Electronic Version (if applicable).

9. PRESENTATION AND/OR SAMPLES REQUIREMENT

Only short listed Proponents may be required to give a presentation to an evaluation committee if considered necessary by the Owner. Any presentation as may be required will be at the Proponent's expense. Any costs incurred in preparing documentation related to a Proposal submission will be at the Proponent's expense.

10. CAPACITY TO PERFORM

The Owner expects that all Proponents shall be able to furnish satisfactory evidence that they have the ability, experience, capital and plant to enable them to complete the Contract successfully.

11. QUALITY AND VALUE

The Proponent shall provide a preferred standard of service and value to the Owner. The Owner shall be the sole judge of the adequacy of such service and value, and may suggest changes as necessary.

12. REJECTION OF PROPOSAL

The Owner reserves the right to reject any or all Proposals for any reason whatsoever, and to accept any Proposal considered in the Owner's best interests. The Owner also reserves the right to award a Contract to other than the Proponent submitting the lowest costs to the Owner.

13. BRIBERY/FRAUD

Should any prospective Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee of the Town of Newmarket or attempt to commit fraud, the Owner shall be at liberty to cancel the prospective Proponent submission or contract and to rely upon the surety submitted for compensation.

14. FREEDOM OF INFORMATION

All Proposals submitted to the Owner become the property of the Owner and as such, are subject to the "Municipal Freedom of Information and Protection of Privacy Act.

15. ACCESSIBILITY

The development of strategic actions to remove (where possible) and prevent barriers to access for people with disabilities. The Ontarians with Disabilities Act, 2001 and the Corporate Accessibility Plan require that, when deciding to purchase goods or services, Building Construction and equipment, the Owner is to have regard to the accessibility for persons with disabilities to the goods or services. As such, the Owner is committed to accessibility principles and is taking steps to improve accessibility within the Town in accordance with the Act.

16. "GREEN" PROCUREMENT POLICY

It is the Owners goals and objectives to be proactive with regard to the environment. The Owner encourages "Value Purchasing" of environmentally friendly products. Proponents are encouraged to clearly identify any green solution in their proposal or the Proponent may propose a separate alternative "Green" solution Proposal, in a separate envelope marked "**Green Solution**". The Green solution alternative Proposal shall meet the minimum performance, and delivery standards. The Green solution shall then be evaluated with the same Proposal evaluation as any other Proposal submitted.

17. ALTERNATIVE PROPOSAL

The Proponent may submit one or more Proposals as a solution with the Owner's requirements. However, each alternate Proposal shall be submitted on the formal proposal document and in a separate envelope supplied for this purpose and the words ALTERNATIVE PROPOSAL shall appear on the envelope.

18. SUBMISSION FORMAT

Proposals shall be submitted in the following format:

18.1 Proposal Form

The original copy of the Proposal Form, fully signed and executed shall be submitted.

18.2 Company Background

Under this section, please address the following questions:

Where is your Head Office located?

Describe the ownership structure of your agency.

Identify the publishing, broadcast and industry organizations that recognize your agency.

What proportion of your gross domestic media billings was allocated to:

- Daily Newspapers
- Community Newspapers
- Ethnic Newspapers
- Electronic Media i.e. Workopolis
- Professional or other association advertising

State your annual domestic billings for this year and the three previous years.

18.3 Staff Assignment and experience

Supply detailed information and background (size, complexity, results) on any Agency of Record accounts you have presently or have handled in the past that would translate into relevant experience that would benefit our account.

Who are your principal Agency of Record clients and how long have they been clients?

Is your company in a position to service our requirements with key personnel from your present staff? Identify the personnel who shall be assigned to our account and provide a brief profile for each member.

18.4 Cost

Describe your proposed remuneration structure for servicing our requirements. Price breakdown should include but not be limited to rate per ad developed, lineage, discount and artwork.

18.5 Firm's Overall Approach to the Project

Refer to Appendix II A-D. Design a full advertisement for each job vacancy incorporating all the information provided. Submit your proofs under this section. Adhere to the present Town of Newmarket Logo Information insert and keep in mind that the Town of Newmarket wishes to reduce its costs for advertising.

Submit your company's approach to the placement as well as the standard sizing for advertisements.

Indicate whether your agency have fully automated systems in place to process media payments and client billings. Discuss how you would implement the billing process and final presentation of the advertisement.

18.6 Other Services

Provide additional information on other related services that your company can be a benefit to the Owner or reduce advertising costs.

18.7 References

Provide a minimum of three (3) current Canadian customer references who have utilized your services continuously in the last twelve (12) months. The references must include company name, address, contact name, position and telephone number

19. WITHDRAWAL OF PROPOSAL

19.1 A Proposal that is in the possession of the Corporate & Financial Services/Clerks Department may be withdrawn before Closing Time and Date by the Proponent in person or by telegram, letter or facsimile. All such requests shall be verified by the Manager of Purchasing or designate by telephone to the official of the company whose name appears on the correspondence.

19.2 Withdrawal of Proposal During Bid Opening

If more than one (1) Proposal is read out under the same name for the same Contract and no withdrawal notice has been received, the Proposal contained in the envelope bearing the latest date and time shall be considered the intended Proposal. The first Proposal received shall be considered withdrawn and returned to the Proponent.

20. PROPOSAL OPENING

20.1 Proposal Opening

Proposals shall be announced officially immediately after closing time, in the Purchasing Room. Only the names of the Proponents shall be Acknowledged at that time.

20.2 Proposal Irregularities

The following irregularities may be cause for Proposal Rejection:

- Proposals received in a format other than the original Proposal Format.
- Incomplete Proposals (all items not proposed on) except when the Proposal Form clearly states that the award could be covered in whole or in part.
- Proposals not signed by the person binding the company or in the proper location.
- Strike-outs, erasures or overwriting not initialled by the Proponent signing the Proposal Form.
- The number of Proposal copies requested not submitted.

21. PROPOSAL IRREGULARITIES

The following Proposal Irregularities shall be dealt with as follows:

Item	DESCRIPTION	ACTION
1.	Late proposals.	Automatic rejection.
2.	Proposals completed in other than in ink or in a typed format	Automatic rejection.
3.	Addendums not acknowledged or enclosed in the proponent's proposal submission (if issued).	Automatic rejection unless the relevant addendum issued is solely for the purpose of revising a closing date and the proposal is received in accordance with the revised date.
4.	The Corporation shall not accept, award or extend any contract to any Contractor, Proponent or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the Corporation	Automatic rejection – (subject to the exceptions stated in this by-law)
<u>5.</u>	Proposal Security (if requested) not submitted with the Proposal Form.	Automatic rejection, unless it is only a matter of insufficient funds by no more than 10% of the amount of the total Proposal price excluding taxes. Three (3) working days will be given to obtain the sufficient amount.
<u>6.</u>	Surety Consent form (if requested) not submitted with the Proposal Form.	Automatic rejection
7.	Proposal Form not signed.	Automatic rejection.

Any other proposal irregularities shall be forwarded to the Review Panel for determination in accordance with Section 7 Review Panel of the by-law.

Where a Proponent has been given notice of a specified time period after notification for which to correct an irregularity, should the Proponent fail to effect the correction by the stipulated date and time, then the Proponent shall be deemed to be in default and the Proponents Proposal Security shall be forfeited and retained and applied for use by the Owner. The submission will be given no further consideration for award.

22. OWNERSHIP AND COPYRIGHT

All materials and information prepared, conceived or produced and delivered to the Owner in the preparation of the Proposal and the negotiation and performance of any Agreement by the Proponents shall be the sole property of the Owner.

23. ERRORS OR OMISSIONS

It is understood and acknowledged that, while the Request for Proposals includes specific requirements, a complete review and recommendation is required by the Proponent. Minor items, not herein specified but obviously required, shall be provided as if specified. Any misinterpretation of the requirements within this proposal shall not relieve the Proponent of the responsibility of providing the services aforesaid.

24. EXECUTION OF AGREEMENT

Upon award of this Proposal, Proponents shall comply with the following to execute the attached Contract Agreement in triplicate (3) within Ten (10) Working Days of written notification of acceptance.

25. ADDENDUM/ADDENDA

Addendum/Addenda, if required, issued by Purchasing Department and related to said Proposal shall hereby form part and parcel of the said Contract. Failure to acknowledge Addendum/Addenda issued (Part II, Proposal Form, Item 17) may result in a non-compliant proposal. All Addendum/Addenda should be issued to the Proponent before Forty-eight (48) Hours of Closing Time. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued by Purchasing Department.

26. CONFLICT OF INTEREST

Each Proponent shall declare in their Proposal, any situation which may be a conflict of interest or that may appear as a potential conflict of interest in submitting a Proposal or undertaking the study.

27. TERMINATION

27.1 If the Selected Proponent herein refuses or fails to comply with any of the terms and conditions of this Proposal and/or the signed Agreement or with any proper order or request of the Owner, and such refusal or failure continues for Five (5) Working Days after receipt by the Selected Proponent of notice in writing from the Owner setting out of the particulars of such refusal or failure, the Owner shall have the right, at its option, to withdraw its acceptance of the Proposal or terminate the Agreement forthwith by notice in writing to the Selected Proponent at the address given by him/her in the Proposal documents. Thereupon the rights of the selected Proponent shall immediately cease and be at an end, and the Owner shall not be liable for payment to the Selected Proponent of any monies whatsoever by reason of such termination.

27.2 Where acceptance of the Proposal is withdrawn or the Agreement is terminated in accordance with the foregoing, the Owner, without limited the generality of foregoing:

- i. Shall be deemed free to enter into an Agreement with any other firms for the requirements called for in the Proposal.

28. NON-ASSIGNMENT

Neither this assignment nor any work to be performed under this contract or any part thereof may be assigned by the Proponent without the prior written consent of the Owner. Such written consent, however, shall not under any circumstances relieve the Proponent of his/her liabilities and obligations under this Contract, and shall be within the sole and unfettered discretion of the Owner.

29. DISPUTES

In all cases of misunderstanding and disputes, verbal agreements shall not be considered. The Proponent shall produce the written authority of the Owner in support of its contentions and shall advance no claim in the absence of such written authority, or use or attempt to use, any conversation with any parties against the Owner or in prosecuting any claim against the Owner.

30. NON-WAIVER

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Proponent, at any time or times in respect of any provision herein contained, shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Owner save only an express waiver in writing. Any work completed by the Owner required by this Agreement to be done by the Proponent shall not relieve the Proponent of his/her obligations to do that work.

31. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Owner against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss that the Owner may bear, suffer, incur, become liable for or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation or non-performance by the Contractor of any provision of the Agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this Contract, or by reason of or arising out of any act, neglect or default by the Contractor or any of his agents or employees or any other person or persons in, on, or about the premises.

32. DAMAGE CLAIMS

The Proponent shall protect the Work, the Owner's property, and any surrounding private property from damage, and shall be responsible for any damage that may arise as the result of his operations under the Contract.

33. ENVIRONMENTAL CONSIDERATIONS

The Proponent shall comply with all environmental legislation and restrictions in force until completion of the Work. If the restrictions change after the Award of the Contract, any resulting increase in cost shall be borne by the Owner.

34. NOTICE

Any written notice, or any other material to be given or delivered pursuant to the Agreement, shall be deemed properly given if delivered personally or mailed by registered mail as follows:

If to The Corporation of the Town of Newmarket:

Attention: Lisa Gold

And a copy submitted to Lynn Georgeff, Manager of Human Resources.

If to the Selected Proponent:

Proponent's Name

At the address shown on the Proposal Form

Such other addresses of which the party to be notified shall have given written notice to the other party in accordance with the above and such notice shall be deemed to have been given at the time it was delivered or Three (3) Working Days from the date of mailing as the case may be.

35. NEGOTIATIONS

On completion of the evaluation process, vendor negotiations shall be undertaken to refine the details of the Contract for all or portions of the proposed services in this RFP. Negotiations may take the form of adding, deleting or modifying requirements.

Assuming mutually acceptable terms and conditions can be negotiated, a Contract shall be signed with the selected Proponent. In the event of default or failure to arrive at mutually acceptable terms and conditions, the Owner may accept another Proposal or seek new Proposals, or carry out this service in any other way deemed appropriate.

36. BEST AND FINAL OFFERS

Proponents are reminded that, since this is a Request for Proposal, a best and final offer may be requested, but this would be considered only with the short-listed Proponents, if used at all. Proponents are encouraged to provide their best offer initially and shall not rely on oral presentation or best and final offers.

37. EVALUATION OF PROPOSAL**37.1 EVALUATION PROCESS**

Proponents are advised that only complete submissions shall be reviewed and evaluated. Proponents may be requested to:

- Provide additional information.
- Modify their submissions in areas where the Owner considers them deficient.
- Address specific requirements not adequately covered in their initial submission.
- Substitute components where the Owner considers that an alternative may be more suitable.

Proposals shall be evaluated by a team comprised of appropriate department and Purchasing staff members of the Owner.

37.2 The Owner reserves the right to consider, during the evaluation of Proposals:

- i. The Owner may seek clarification of any proposal(s) without becoming obligated to seek clarification of any other proposal.
- ii. Information provided in the Proposal itself;
- iii. Information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- iv. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proposal;
- v. The manner in which the Proponent provides services to others;
- vi. The experience and qualification of the Proponent's senior management, and project management;
- vii. The compliance of the Proponent with the Owner's requirements and specifications; or

- viii. Proponents with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Proponent acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant, even through such criteria may not have been disclosed to the Proponent. By submitting a Proposal, the Proponent acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence, or otherwise.

37.3 EVALUATION CRITERIA AND RATING SYSTEM

For the purpose of developing a short list and/or determining the most qualified Proponent, the following scoring system shall be used:

The Criteria is as follows;	<u>Rating</u>
Proposal is submitted in requested format	5
Company Background	5
Staff Assignment and Experience	5
Cost	25
Firm's Overall Approach to the Project	45
•Design and Content of the Advertisement	
•Placement of the advertisement	
•Recommended size(s) of the advertisements	
•Billing process	
References	10
Other Services:	5
TOTAL	100

By responding to this Proposal, the Proponent agrees to accept the decision of the Evaluation Committee as final.

PROPOSAL FORM

THE CORPORATION OF THE TOWN OF NEWMARKET

Corporate & Financial Services/Clerks Department
395 Mulock Drive, P.O. Box 328, (STN MAIN) Newmarket, Ontario, L3Y 4X7

RFP2009-19

RECRUITMENT ADVERTISING

CHECK LIST

DOCUMENTS TO BE ENCLOSED WITH THIS PROPOSAL FORM

- ☐ **Proposal Form Signed & Sealed** (PERSON BINDING THE COMPANY)
- ☐ **NO PROPOSAL IRREGULARITIES** (ITEM #21)
- ☐ **PROPOSAL REQUIREMENTS**

NOTE:

Failure to acknowledge receipt of Addendum/Addenda (Part II, Proposal Form, Item 17) may result in a Non-Compliant Request for Proposal. All Addendum/Addenda should be issued to the Proponent before Forty-eight (48) Hours of Closing Time. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued by Purchasing Department. **Please check with the Purchasing Department 905-953-5335 prior to submitting your Proposal submission for the number of addenda released.**

THE CORPORATION OF THE TOWN OF NEWMARKET

PROPOSAL NUMBER: **RFP2009-19**

FOR: RECRUITMENT ADVERTISING

THIS PROPOSAL IS SUBMITTED BY: _____

ADDRESS:

POSTAL CODE:

TELEPHONE:

FAX NO:

E-MAIL ADDRESS (if applicable): _____

PROPONENT'S G.S.T. NO.: _____

NAME OF AUTHORIZED PERSON(S): _____
(Print)

POSITION(S) OF THE PERSON(S): _____
(Print)

To The Corporation of the Town of Newmarket, Hereinafter called the "Owner":

I/WE _____ the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Document and all Health & Safety Regulations relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of _____ and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the Contract proposed to be taken.
3. THAT this Proposal is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same Work and is in all respects fair and without collusion or fraud.
4. THE Proponent represents that no member of _____, and no officer or employee of the Owner is or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever, in or on the performance of the said Contract, or in the supplies, Work or business in connection with the said Contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said Proposal are in all respects true, accurate and complete.
6. THAT I/WE do hereby propose and offer to enter into a contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including, in every case, freight, duty, currency exchange, G.S.T. and P.S.T in effect of the date of the acceptance of the Proposal and all other charges on the provisions therein set forth and to accept in full payment thereof, in accordance with the prices and terms set forth in the Proposal herein.
7. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit Prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
8. THAT this Proposal is irrevocable and open to acceptance until the formal Contract is executed by the awarded Proponent for the said Work or Ninety (90) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Proposal whether any other Proposal has been previously accepted or not.

9. THAT if I/WE withdraw this Proposal before the formal Contract is executed by the awarded Proponent for the said Work or Ninety (90) Working Days, whichever event first occurs, the amount of the Proposal deposit accompanying this Proposal shall be forfeited to the Owner.
10. THAT the awarding of the Contract, by the Owner, is based on this submission which shall be an acceptance of this Proposal.
11. THAT if the Proposal is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract Document and to execute the agreement in triplicate within Ten (10) Working Days after notification of award. If I/WE fail to do so, the Owner may retain the money deposited to us, to the use of the Owner and to accept the next lowest or any Proposal or to advertise for new Proposal, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Proposal and any other greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Proposals, and shall indemnify and save harmless the Owner and its officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.
12. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Proponent is not the patentee, assignee or licensee.
13. THAT I/WE propose to engage the Sub-Contractors and obtain materials and equipment from the Proponents and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-Contractors" and "Schedule of Proponents and Manufacturers" (unless all sub-contractors, Proponents and manufacturers are legibly and properly named, the Proposal may be declared informal).
14. I/WE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Proposal Document.
15. I/WE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

16. **THE PROPOSAL PRICES SUBMITTED IN THE PROPOSAL**
in lawful money of Canada.

**17. THAT Addendum/Addenda No ___ to ___ Inclusive
relate to the said Contract.**

(ACKNOWLEDGE NUMBER OF ADDENDA HERE)

18. The Proposal hereby accepts and agrees that the Addendum/Addenda referred to in Item 17 form part and parcel of the said Contract. All Addendum/Addenda should be issued to the Contractor before Forty-eight (48) Hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by Purchasing Department. **Please check with the Purchasing Department 905-953-5335 prior to submitting your Proposal submission for the number of Addendum/Addenda released.**

The undersigned affirms that he/she is duly authorized to execute this Proposal.

PROPOSANTS SIGNATURE AND SEAL: _____
(I have authority to bind the company)

POSITION: _____

WITNESS: _____
(If not under seal)

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed.)

DATED AT THE _____
(City /Town)

THIS _____ DAY OF _____ 20_____ .

THIS AGREEMENT made this _____ day of _____, 20_____.
(Executed date)

BETWEEN

THE CORPORATION OF THE TOWN OF NEWMARKET, hereinafter called the "Owner",
AND

Hereinafter called the "Contractor".

WHEREAS the Owner has awarded the Contractor the Contract for:

**RFP2009-19
RECRUITMENT ADVERTISING**

According to the terms and conditions herein referred to, the Contractor having put in a Proposal therefor, a copy of which is hereto annexed, which Proposal was accepted by the Owner on the

_____ day of _____, 20_____.
(Award date)

THE Contractor covenants and agrees with the Owner to provide, as more specifically set out in the Proposal Document and provide such goods, proper and sufficient materials, equipment and appliances of all kinds whatsoever as may be necessary for supplying the said goods and services or work, as hereinafter specified and in accordance with the conditions and specifications prepared therefor and attached hereto and which are expressly acknowledged and made part of this Contract.

IN witness whereof, the parties hereto have hereunto set their hand and seals on the above date.

(	<u>PROPONENT</u>
(	
(	
(	_____
(	Signature _____ Print Name _____
(	
(	_____
(	Position (I have authority to bind the Company)
(	
(	_____
(	Witness (If not under Seal)
(	<u>THE CORPORATION OF THE TOWN OF NEWMARKET</u>
(	
(	
(Per	_____
(	Lynn Georgeff, Manager of Human Resources
(	
(	
(Per	_____
(	Lisa Gold, Buyer
(	Purchasing

Notice of "No Proposal Submission"

Proposal Submission Label

Appendix I – Town of Newmarket Logo Information
"Our Identity"

Appendix II – A-D Four Job Descriptions for Advertisement Preparation

A – Director of Public Works & Environmental Services

B -- Mail Clerk

C – Manager of Finance and Accounting

D – Part Time Facility Attendant I

NOTICE OF "NO PROPOSAL SUBMISSION"

THE CORPORATION OF THE TOWN OF NEWMARKET

RFP2009-19, RECRUITMENT ADVERTISING

CLOSING DATE: _____

IMPORTANT - PLEASE READ THIS

It is important to the Owner to receive a reply from all invited Proponents. There is no obligation to submit a Proposal; however, should you choose not to propose, completion of this form will assist the Owner in determining the scope of Proposal in which you are interested for the future.

INSTRUCTIONS

If you are unable or do not wish to submit a Proposal, please complete the following portions of this form. State your reason for not submitting a Proposal by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Proposal document. Return the completed form **via fax 905-953-5137** prior to the official closing date.

- | | |
|---|---|
| 1. We do not manufacture/supply this commodity | 6. Project too small |
| 2. We do not manufacture/supply to this specification | 7. Cannot meet delivery /completion requirements |
| 3. Unable to propose competitively | 8. Agreements with distributors/dealers do not permit us to sell direct |
| 4. Cannot handle due to present plant/work load | 9. Licensing restrictions |
| 5. Project too large | |

Other reasons or additional comments:

Do you wish to submit Proposals in the future? Yes No

PROPONENT'S NAME	
ADDRESS	
SIGNATURE OF COMPANY REPRESENTATIVE	
POSITION	
DATE	TEL. NO.
FOR THE MUNICIPALITY'S USE ONLY - DO NOT WRITE IN THIS SPACE	

PROPOSAL SUBMISSION LABEL

From: _____

Contact: _____
Telephone: _____

CHECK FOR PROPOSAL IRREGULARLITIES

Deliver to:

**The Corporation of the Town of Newmarket
Corporate & Financial Services – Clerks Department
395 Mulock Drive
Newmarket, ON L3Y 4X7**

SEALED PROPOSAL:

PROPOSAL NUMBER:	<u>RFP2009-19</u>	For Town Office use only
DESCRIPTION:	<u>Recruitment Advertising</u>	Date and Time Received: _____
CLOSING DATE:	<u>Thursday, June 25, 2009 3:00:00 pm(15:00:00)</u>	Received By: _____



OUR IDENTITY

Urban, modern and vibrant. Newmarket is a progressive and energetic community in which to live and work while continuing to respect the traditional values of sustainability, nature, family and quality of life. The new Newmarket logo reflects these attributes by utilizing key graphic elements that represent where the Town is going while continuing to respect the past.

Colour Printing / Web Usage

The preferred use for the logo is blue and green on a white background. Wherever possible the PANTONE® colours should be used.



PANTONE®
647

Process

Cyan	100
Magenta	56
Yellow	0
Black	23

RGB

Red	0
Green	85
Blue	149



PANTONE®
390

Process

Cyan	22
Magenta	0
Yellow	100
Black	8

RGB

Red	194
Green	205
Blue	35

Projection Usage

When the logo is used electronically – on the web, in emails or projected – use these RGB values only.



RGB

Red	0
Green	85
Blue	149



RGB

Red	180
Green	195
Blue	38

Single Colour Usage

In one colour applications logo may be reproduced in solid PMS 647.

Black Usage

In one colour or black and white applications logo may be reproduced in solid black.



Reverse Printing

Wherever possible use the two colour logo. Where the logo must be reversed out of solid colours, the background must allow for significant contrast and the knockout colour must always be white.



Minimum Print Size

This is the minimum size that the logo should appear on printed materials.

Minimum Web Size

This is the minimum size that the logo should appear in digital form or web.



Print



Web

Safe Area

The logo should always have clearance or safe area around it of 2 times the height of the "w" in Newmarket.



Correspondence Typefaces

When preparing internal documents such as letters, e-mails, memos, faxes, binders, and labels, these fonts should be used.

Arial Regular

Arial Italic

Arial Bold

Arial Bold Italic

Times New Roman Regular

Times New Roman Italic

Times New Roman Bold

Times New Roman Bold Italic

1. Distortion

DO NOT stretch or distort the logo in any way. It must always be scaled proportionally.

2. Logo Elements

DO NOT change proportions between logo elements and DO NOT use icon on its own.

3. Colour Combinations

DO NOT alter the colour combination and always use blue and green as specified.

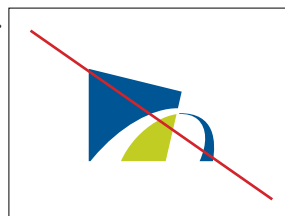
4. Background Colour

DO NOT reproduce the logo on textured backgrounds and DO NOT reverse out of very light colour backgrounds.

1.



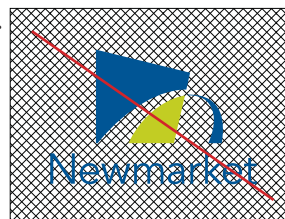
2.



3.



4.



APPENDIX II – A**Town of Newmarket
Position Description****Position Title: Director of Public Works
& Environmental Services****Department: Public Works &
Environmental Services****Immediate Supervisor: Chief Administrative Officer****Position Summary**

Responsible for the overall management and leadership of the Public Works & Environmental Services Department encompassing Development Engineering, Parks and Property Maintenance, Operations, Recycling and Solid Waste Management, Technical Services and Administrative areas including evaluating and planning short and long term infrastructure maintenance and construction needs and service delivery, preparing and administering budgets, coordinating with other departments and agencies on issues of mutual concern, providing technical advice and reporting to Council and Committees of Council on technical and departmental matters, staff management and supervision, and associated liaison duties, engineering design, tendering and administering contracts for construction works, services and consulting services, commenting on development proposals and agreements; reviewing and approving subdivision and site plan designs and administering construction; and participating as part of the Executive Management Team on corporate issues.

Duties and Responsibilities

1. Manages the provision of services consisting of: recycling; solid waste management; stormwater management; composting; project management; maintenance and construction/reconstruction of roads, sidewalks, boulevards, storm sewers and stormwater management ponds, sanitary sewers, pumping stations, watermain, hydrants, service connections, bridges, parking lots, signs, pavement markings, traffic signals, etc. in all assumed areas; crossing guard program; winter control of roads, sidewalks and parking lots; water conservation; vehicle maintenance for all corporate vehicles (Fire, Provincial Offences etc), parks and property maintenance and reconstruction, trail maintenance, etc.
2. Manages and provides development engineering services including providing comments and advice with respect to development applications for Official Plan amendments, zoning changes, consents and draft site plans; reviewing/ commenting and approving subdivision designs, site plan designs, agreement schedules; participates in negotiation process; recommending requirements both internal and external; reviewing and approving reports and designs (i.e. traffic, storm water management, water, sewer etc.); ensuring that adequate public health, convenience and safety provisions are incorporated into the design and administration of the agreements; making recommendations in respect to final acceptances and assumptions, maintenance periods and performance security reductions; establishing criteria, policies and procedures and reviewing alternative proposals to confirm compliance with the Town's standards; and

managing the Development Services Division and consulting services related thereto.

3. Manages consulting services and related expenditures and financing of the Town Subdivision Checking Consultant including the management, administration and budget control with developers.
4. Assesses and recommends departmental staffing levels; makes recommendations of departmental organizational design; participates in the recruitment process; reviews hiring recommendations and authorizes same.
5. Supervises and/or oversees the supervision of departmental staff including performance evaluations, discipline, training and development formulation and authorization, work priorities, promotion/transfer/termination decisions, and fostering a positive work environment.
6. Formulates and recommends annual capital and operating budgets and forecasts and potential funding sources; monitors and administers approved departmental budgets and reports periodically on same; authorizes payment of accounts; and investigates, reports and makes recommendations with respect to revenue maximization and alternative financing methods.
7. Attends and/or provides technical advice to Council, Committees of Council, special sub-committees, other departments, etc. on engineering and operational issues involving new technologies, alternative service delivery options, public health and safety associated with traffic concerns and unsafe conditions, etc.
8. Identifies, develops, and implements short and long term Public Works & Environmental Services Department requirements, including determining priorities and schedules, analyzing condition of infrastructure for construction and maintenance, identifying growth related infrastructure requirements, reviewing solid waste management, recycling and transit services and gauging effectiveness, quality and efficiency; and investigating and recommending policies and procedures including improving efficiencies, innovative methods of financing and cost reducing initiatives.
9. Participates as a member of the Executive Management Team contributing to discussion, comment and action on departmental and corporate issues as they affect the Corporation, in accordance with the Terms of Reference for the Executive Management Team.
10. Plans, administers and manages in-house projects including directing and supervising Engineers and Engineering Technologists in project design, preparation of tender documents, tendering and contract supervision and administration, recommending award of contract, payment certificates, budget control, performing Professional Engineering functions accepting responsibility for and stamping, as required, designs and calculations and interpreting contracts and agreements and dealing with claims.

11. Assesses and recommends consulting and contract services for the provision and planning of the delivery of services, where appropriate. Plans, administers and manages contracted-out projects including selecting and engaging Consulting Engineers, formulating terms of reference and providing direction in accordance with contract specifications and Town standards and policies; reviewing designs; ensuring projects are completed on schedule and within budget and interpreting contracts and agreements and dealing with claims.
12. Coordinates Town work in major Region road projects and vice versa, represents Town on Regional Committees to review various service delivery options related to Governance Review, Solid Waste Management, Municipal/Region Liaison meetings, task forces, etc.
13. Responds to emergency situations such as spills and floods as regulated by provincial legislation, Emergency Plans by the Region of York and Town of Newmarket, and professional duty in respect of public health and safety; ensures all procedures established by safety regulations are followed by contractors engaged by the Town in constructing and maintaining works, and PWES staff in the field and in the office.
14. Reviews and comments on development proposals as they relate to departmental issues, such as utility spacing requirements, transit, and maintenance items, etc. and utility municipal consent applications.
15. Initiates traffic studies to obtain information on traffic patterns, accident data, road geometry detail, road signage, parking, stop sign warrants; reviews results and provides recommendations to Committees/Council.
16. Prepares and/or coordinates preparation of items to be presented to the Committee of the Whole, Holland River Committee and other sub-committees as required with respect to mandate including, monitoring pending reports, liaising with the Department Liaison, and the PWES Administrative Services Supervisor. Keeps the CAO, and Department Liaison informed on issues affecting the operation of the Department including personnel, emergency works, budget, policy items, etc.
17. Attends and participates on corporate committees and on or with external committees and groups on behalf of the municipality.
18. Identifies, plans, budgets and addresses departmental needs for computer hardware and software including promoting the use of computer applications, and training, coordinating with the Information Technology Division as necessary.
19. Reviews and authorizes: approved budget expenditures including contract payment certificates, change orders, invoices, cheque requests, purchase orders, supply requisitions, expense forms, time sheets, release of deposits; maintenance agreements, lease agreements, and staff requests, etc.

20. Responds to and liaises with the Region of York, York Region Transit and government agencies such as the Conservation Authority, contractors, consultants, solicitors, police, press, and the general public involving complaints, requests for engineering evidence, traffic issues, project approvals, compliance, transit issues, etc.
21. Maintains, manages assets and assesses need for and recommends replacement of assets and equipment required in the provision of services including heavy and light equipment, survey equipment, office equipment, etc.
22. Carries out special assignments as directed by the CAO, Mayor, or Council including arranging for special engineering services such as environmental audits, air quality studies and special construction works; and providing assistance as required with corporate projects.
23. Performs other duties that are in accordance with position responsibilities and departmental or corporate objectives.

Supervision Requirements

Positions Supervised Directly

Manager of Operations	Manager of Parks & Property
Administrative Services Supervisor	
Assistant Director/Manager of Development Services	

Positions Supervised Indirectly

Senior Engineering Technologists (4)	Technical Assistant
Administrative Assistant	Part-time Secretary
Secretary/Clerk/Receptionists	Contract Staff
Road Supervisor	Backhoe Operators
Water Supervisor	Seasonal Operators
Parks Supervisor	Crossing Guards
Sewer Supervisor	Part-time Seasonal Staff
Forestry & Horticulture Supervisor	General Consultants
Fleet Supervisor	Town's Subdivision Checking Consultant
Bookkeeper/Clerk/Dispatchers	Mechanics
Operators I	Operators II
Operators III	

Credentials Required

1. Formal academic training in Civil Engineering at the university level. Current holder of Professional Engineer's Certificate and eligibility for same from the Professional Engineers of Ontario.

2. Significant demonstrated engineering, administrative and supervisory experience, at a senior level, in a municipal environment.
3. Excellent analytical, problem solving, research, report-writing, contract administration, organizational, leadership, interpersonal, and supervisory skills.
4. Thorough working knowledge of municipal engineering and development matters, infrastructure construction and maintenance and applicable legislation, regulations and standards; working knowledge of waste management, local government functions and responsibilities, provincial government and associated agencies as they relate to municipal engineering/operations responsibilities, and labour/employee relations, principles, practices and applicable legislation.
5. Working knowledge of personal computer hardware and software including spreadsheet applications, information management systems, and technical engineering applications.
6. Ability to deal effectively with all levels of staff and government, elected officials, consultants/contractors, and the general public.
7. Class "G" Driver's Licence in good standing and vehicle to use on corporate business.
8. Availability to attend evening meetings and respond to after hours calls as may be required.

Factor Examples

1.1 Job Knowledge

- Engineering degree, B.A. Sci. or B. Eng., as position must seal/stamp engineering drawings, designs, affidavits, declarations and provide expert advice, opinion and direction.
- Broad knowledge required as position responsible for development engineering, roads, water, sewers, planning, design, infrastructure rehabilitation and maintenance, parks and property maintenance, solid waste management and recycling, budgeting, forecasting, administration, staff, etc.
- Demonstrated extensive experience in project management and contract administration.
- A broad knowledge and skill in all areas of municipal engineering that is gained through considerable and progressive work experience at a senior level.
- Ability to coordinate multi-disciplined projects such as the New Municipal Office Project, major library expansion.
- Knowledge of legislative requirements in designs.

1.2 Judgement

- Responsible for broad range of engineering issues such as recognizing when master plans are required for proposed and existing works, whether an alternative design may be appropriate, identifying needs, road safety issues, bridge repairs and replacement, staff issues, material selection, design requirements, etc.
- Responsible for the preparation and maintenance of the 10 year construction projections involves identifying construction needs with respect to capital projects related to development and the Region of York to take into account Regional projects which include a Town component.
- Daily judgement is required on many issues including engineering design and construction alternatives, stormwater management alternatives, balancing technical requirements, Council concerns and direction, legal/regulatory requirements, budgeting, etc. – decisions often involve unique and complex issues to consider and resolve.
- Department budget control authorized to balance various project spending to maintain overall budget includes dealing with mid-year unanticipated items related to safety, contract extras and claims, Council and citizen requests, changing priorities for infrastructure improvements.
- Participates in the development of Town policies and standards that impact the entire organization.

1.3 Interpersonal Skills/Contacts

- Council: Reporting on PWES issues from routine to very sensitive.
- Committees: Reporting to Committee of the Whole, Holland River Improvement Committee, and other committees as required. Deals with difficult issues such as public requests that cannot be technically supported but are politically desired.
- Mayor and Council Members: Meets with Mayor almost daily on projects, providing advice on Regional issues, citizen concerns, developer issues, etc.
- CAO: On Department and corporate issues individually and at EMT meetings.
- Media: On Department issues such as programs, traffic accidents, road/water/sewer emergencies.
- Lawyers, engineers, architects, contractors, Directors with respect to reviewing and approving subdivision and site plan agreements.
- Makes presentations at Public Meetings and to community groups to provide information and advocate the Town's position with respect to public works matters.

2.1 Mental Effort

- Occasionally, concentration is required when preparing budget for 3 to 5 hours, preparing spreadsheets for less than 2 hours, preparing reports for up to 3 hours.
- Concentration is required when attending Council and Committee meetings.

2.1 Mental Effort (continued)

- Concentration is required continuously for up to 10 minutes when providing daily verbal direction.
- Concentration is required, for up to 3 hours, when checking reports and designs.

2.2 Physical Effort

- Frequently, for up to 4 hours, walking, and extended sitting at meetings.

3.1 Accountability

- Service Delivery: Must plan, develop and deliver infrastructure maintenance and replacement program in current budget year and for 10-year horizon. This includes identifying needs, estimates, priorities, budgets, timing and sequencing/phasing, coordination and execution of roads, sidewalks, waterworks, sewers, stormwater management facilities, parking lots, walkways, trees, buildings, etc.
- Policy and Reporting: Reports to CAO, Committees and Council with regard to programs' (existing and proposed) effectiveness, recommending changes,
- Oversees services, facilities, programs, staff (approximately 84 full time and part time) and equipment/materials required in PWES and all other corporate equipment maintenance.

3.2 Responsibility for Human Resources

- Manages and directs PWES staff through four Manager positions, eleven Supervisor positions, and four Technologists.
- Deals with such issues as hiring, performance management, progressive discipline, letters of reprimand, motivation and moral.
- Manages and supervises the Town's Engineering Consultants for the provision of engineering services and inspections.
- Manages contractors for contract services and projects.

3.3 Impact of Decisions

- Financial: Not recognizing a developer/growth-generated need that should be paid for by developers could result in the Town having to pick up the bill.
- Client/Public Relations: A program or service not executed properly, such as sidewalk and road ploughing, could impact on health and safety.
- Improper training in equipment, safety apparatus, and conditions of development sites could result in unsafe conditions to public and staff.
- Impact on Community: Not responding in timely manner to needs of community (eg. infrastructure maintenance and/or rehabilitation, service delivery (solid waste, snow clearing etc.) could result in lawsuits, claims, embarrassment, accidents, financial loss, etc.

4.1 Working Conditions

- Occasionally, for up to 2 hours, exposed to lack of privacy, inclement weather, interruptions, phone calls, travel to site meetings.

4.2 Work Pressure

- Continuously, for up to 6 hours, exposed to pressure from deadlines, production standards, technological change, frustrating or conflicting situations, working beyond regular hours.
- Seldom exposed to emergencies such as floods, accidents, and reports.
- Continually experiences multiple and/or urgent inflexible deadlines.

Review

Incumbent _____ **Date** _____

Chief Administrative Officer _____ **Date** _____

Human Resources _____ **Date** _____

Addendum

Addendum to Job Description for Director, Public Works & Environmental Services effective until June 2003.

Position Summary

Currently responsible for Facilities maintenance.

Duties and Responsibilities

22. Currently responsible for Facilities maintenance.

Supervision Requirements**Positions Supervised Directly**

Manager of Facilities

Positions Supervised Indirectly

Facilities Supervisors

APPENDIX II – B**Town of Newmarket
Position Description****Position Title:** Mail Clerk**Department:** Corporate Services**Immediate Supervisor:** Manager of Purchasing/Office Services**Position Summary**

Responsible for mailroom functions, and central print services, including processing the mail of the Town and Newmarket Public Library; ordering of all office stationery for Town department, maintaining central stores inventory, receiving and delivery of supplies and materials within the Town; coordinating outside courier services; operating mailroom equipment; assisting staff in the operation of print room equipment; providing backup support to Purchasing.

Duties and Responsibilities

1. Receives and processes daily mail; sorting and delivering mail for the Municipal Offices and Newmarket Public Library Board; sorting mail and delivering to appropriate departments and facilities; opening generically addressed mail and determining its intended destination; delivering as appropriate and maintaining confidentiality as appropriate; arranging for a courier to pick up and deliver interoffice mail to various facilities in Town.
2. Provides Central Print room services to all municipal staff. Responsible for providing internal print service to municipal staff. Duties to include; assisting staff in selection of stock and finishing methods, performing printing services, operation and routine maintenance of print equipment, delivering of finished print product and scheduling of printing orders to meet customer deadlines.
3. Responsible for ordering all office stationary supplies for the central storage area at the Town Hall. Duties to include placing orders (via internet, fax or phone), receiving goods, confirming quantities and order accuracy, expediting orders, matching packing slips to requisitions, forwarding matched documents to Accounts Payable for payment, resolving pricing disputes with vendor.
4. Responsible for taking Audio Visual Equipment Bookings, coordinating bookings, delivery, set up, and return of equipment to central stores, providing instruction on equipment operation and routine maintenance of equipment. Delivers materials and supplies to various facilities with the Town following a regular schedule and performs emergency deliveries when requested.
5. Operates folding, inserting, mail processing and photocopying equipment for prolonged periods of time and trains backup staff in operation of same.

6. Processes large quantities of mail within prescribed timelines established by the user department.
7. Maintains mailroom equipment in good working order; completes routine repairs and/or arranges for maintenance and repairs; oversees outside contractors to ensure Town maintenance requirements are met.
8. Co-ordinates contracted courier services for municipal offices and ensures effective and economical use; maintains transmittal records of courier services and monitors accuracy of billings.
9. Monitors mail services ensuring economical use of postal services; regularly researches postal policies using the Canada Post Guide and recommends procedures for cost-efficient postal services.
10. Provides backup support to the Purchasing Department in the areas of filing and answering telephones.
11. Assists in stocking and maintaining stores inventory for Purchasing/Office Services Division by receiving, unpacking and storing supplies and making deliveries of same to departments and facilities.
12. Performs other duties as assigned in accordance with departmental and corporate objectives.

Supervision Requirements

Position Supervised Directly: None

Positions Supervised Indirectly: None

Credentials Required

1. Ability to perform multiple tasks, schedule work to accommodate deadlines of various departments, and work independently.
2. Flexibility in accommodating emergency jobs within existing responsibilities.
3. Knowledge of, and ability to operate, mailroom, facsimile and print room equipment and ability to perform routine maintenance on machinery.
4. Ability to deal courteously and effectively with all levels of staff and the public.
5. Availability to work unscheduled overtime to complete processing of mail and other duties if required.

6. Ontario Class “G” Driver’s Licence in a good standing with a reliable vehicle to use on corporate business.
7. Mathematical ability to accommodate ordering of stationery and costing of same, as well as matching of requisitions and packing slips.

Factor Examples

1.1 Job Knowledge

- Knowledge of routine maintenance of machinery acquired through on-the-job training.
- Work requires the ability to manage time.
- Knowledge of courier and other delivery options.

1.2 Judgement

- Determines the appropriate destination of incoming mail, parcels, forms and other materials.
- Decides the most cost-effective method of sending parcels and envelopes to meet delivery deadlines.
- Decides how to meet deadlines when problems occur which may affect major projects, e.g., machine problems when running tax arrears.
- Decision-making is required to determine the best method of resolving problems such as missing parcels, claims of non-receipt, scheduling of print and mail service jobs, etc.

1.3 Interpersonal Skills/Contacts

- Mail and shipping service requires daily contact with all staff and couriers.
- Regularly deals with complaints regarding delivery problems with shipments and their cost.

2.1 Mental Effort

- Concentration is required when operating mailroom and print room equipment frequently, for 2 to 4 hours, when doing mailings for projects such as tax arrears.

2.2 Physical Effort

- Carries 35- to 45-lb boxes of paper, using a cart, and moves and shifts boxes up to 40 lb when cleaning storage rooms.

3.1 Accountability

- Provides mail service for the entire organization.
- Prepares tax arrears to be shipped requiring planning in order to meet appropriate deadlines.

3.2 Responsibility for Human Resources

- As required - supervises a co-op student who assists in the mailroom.
- Trains backup for the mailroom.

3.3 Impact of Decisions

- Errors in ordering and receiving of stationary items.
- Errors in distributing incoming mail and processing outgoing mail can cause delays in employees' work.
- Failure to plan and to get tax arrears out by the deadline can cause loss of revenue for the Town.
- The delivery of confidential documents to the wrong person can cause a breach of confidentiality.

4.1 Working Conditions

- Works in an open office where there is noise from machines frequently, for up to 3 hours.
- Is subjected each day to weather elements when making deliveries.

4.2 Work Pressure

- Occasionally is exposed to pressure from deadlines and time conflicts when completing major projects.

Review

Incumbent _____

Date _____

Supervisor _____

Date _____

Department Head _____

Date _____

Human Resources _____

Date: _____

APPENDIX II – C

**Town of Newmarket
Position Description**

Position Title: **Manager of Finance and Accounting**

Department: **Finance**

Commission: **Corporate & Financial Services**

Immediate Supervisor: **Assistant Director of Finance**

Position Summary

Under the direction of the Assistant Director of Finance, the Manager of Finance and Accounting is responsible for the management, supervision, hiring and evaluation of finance and accounting staff; management and preparation of financial information, including the annual audited financial statements and associated schedules; Public Sector Accounting Board (PSAB) and provincial reporting requirements and coordination of the budget process and the internal control and development of finance and accounting policies and procedures, GST and commodity tax legislation. The Manager of Finance and Accounting also approves accounts payable and accounts receivable invoices, tracks cash flow and is responsible for vendor payments.

Duties and Responsibilities

1. Management of Finance and Accounting Department, which includes accounts payable, accounts receivable, cash office and financial reporting and analysis functions. Develops, implements and monitors department outcomes based on short-term and long-term goals; prepares and implements work plans for the business units through an innovative and collaborative approach.
2. Manage month-end and year-end procedures; manage the balancing of applicable general ledger accounts and the preparation of audit analyses and financial reports.
3. Responsible for approval of Accounts Payable and Accounts Receivable invoices and vendor payments, including processing the electronic signing of cheques.
4. Responsible for tracking daily cash balances to ensure sufficient funds, prevent overdraft situations and advise Assistant Director to transfer funds. Provide daily cash reports, make wire transfers and transfers between accounts.

5. Proactively research and evaluate provincial and PSAB reporting requirements for the purposes of recommending changes to financial information disclosure and presentation. Ensure compliance with all relevant reporting standards and deadlines.
6. Exercise judgment to develop and implement accounting policies and procedures to meet the requirements of relevant applicable legislation (e.g. the Municipal Act, PSAB, Council policies and Bylaws, etc.).
7. Research Provincial Sales Tax and Federal Goods and Services Tax legislation to ensure administrative, reporting and filing compliance.
8. Coordinate the budget process; member of the Administrative Budget Review Committee.
9. Prepare, research and calculate costs for Finance and Accounting annual budgets including operational, capital and minor capital budget items. Prepare submissions for the Assistant Director of Finance. Support the identification of budget impact items on other business units. Control and monitor approved budget expenditures, reporting variances as required.
10. Collaborate with internal and external auditors to ensure internal controls are appropriate to safeguard the Town's assets. Liaise with auditors and other municipalities to review best practices and recommend changes, as required.
11. Actively develop and maintain relationships with government (e.g. municipal, regional, provincial) and non-government officials (e.g. auditors, etc.) to provide information and exchange ideas to update and enhance common practices and suggest improvements in financial reporting.
12. Responsible for hiring, supervising, evaluating, coaching and mentoring assigned staff. This includes recommending and/or administering discipline in accordance with established policies and procedures, subject to the approval of the Assistant Director of Finance.
13. Responsible for performance management including creating team performance goals and measurements; consults with business unit employees to review and evaluate successes, and recommends corrective activities to attain/sustain performance and adapt work processes to improve performance and/or meet changing customer needs. Fosters an environment where staff is empowered to make decisions based on the situation.
14. Provide backup support to Assistant Director of Finance (e.g. assume supervisory duties and attend meetings).

15. Apply the use of appropriate technology, including software, within the Town of Newmarket. Participate in the development of strategic planning initiatives with respect to the goals of the corporation to achieve excellence in finance and accounting services.
16. Encourage and promote professional development and training for staff-in consultation with the Corporate Learning Consultant, as appropriate.
17. Undertake special projects as required and prepare reports within the scope of the projects.
18. Respond to escalated customer complaints, as required. Respond to inquiries, complaints and concerns from staff and the general public. Anticipate requests for information.
19. Other duties as assigned in accordance with departmental and corporate objectives.

Supervision Requirements

Positions Supervised Directly:	Senior Financial Analyst Financial Analysts (3) Accounts Payable Clerks (2) Finance Clerk (Cash Office)
Positions Supervised Indirectly:	Part-time Accounting Clerk Accounting Clerk (A/R)

Credentials Required

1. Financial certification such as chartered accountant (CA), certified management accountant (CMA) or certified general accountant (CGA). Demonstrated experience in a financial accounting environment, at a senior level, including substantial familiarity with municipal government financial practices.
2. Advanced knowledge of Canadian accounting principles, and provincial and PSAB financial reporting requirements.
3. In-depth knowledge of computerized accounting systems and PC applications (e.g. spreadsheets, word processing and database management and maintenance).
4. Extensive experience mentoring, coaching, team building, developing and managing staff to achieve high levels of performance.

5. Demonstrated experience in developing and monitoring internal controls to ensure adequate segregation of duties and safeguarding of assets.
6. Excellent interpersonal, public relations, negotiating, organization, analytical and problem solving skills.
7. Demonstrated experience in communicating with others using all modes of communication (e.g. verbal, written and electronic).
8. Demonstrated knowledge of and experience with various computer systems and technology, including telephone, e-mail, voice messaging, internet and related job specific technology.
9. Demonstrated leadership, analytical and decision making skills.
10. Experience in dealing with business partners and stakeholders to build and maintain relationships.
11. Criminal Background Check is mandatory.

Factor Examples

1.1 Job Knowledge

- Knowledge acquired through a professional accounting designation (CA, CMA, CGA)
- extensive experience in a financial accounting environment, progressing to a senior level
- substantial exposure to a municipal environment
- Advanced knowledge of Canadian Generally Accepted Accounting Procedures (GAAP), PSAB and provincial financial reporting requirements and relevant Town bylaws
- In depth knowledge of computerized accounting systems and PC applications, including spreadsheets, word processing and database management / maintenance
- Demonstrated knowledge of provincial sales tax legislation, GST legislation and Freedom of Information and Protection of Privacy Act
- Demonstrated knowledge of performance management conducive to creating an enabling environment for staff
- Excellent written and verbal communication skills and strong interpersonal skills to build relationships with stakeholders and business partners within and outside the organization

1.2 Problem Solving/Judgment

- Determine what types of analyses and reconciliations are required to support effective internal controls to prevent/detect errors such as overpayments, over/under accruals, coding errors
- Responsible for developing and updating policies and procedures, to act independently in applying judgment and establish policies if no principles or policies are currently in place (e.g. new PSAB reporting requirements for tangible capital assets, reporting segmented information) and challenge existing departmental procedures and apply judgment when recommending/implementing innovative solutions
- Determine what accounting principles and department policies pertain and how best to report and apply (i.e. determine appropriate accounting treatment for a new asset or capital expenditure)
- Determine appropriate coding for invoices that are contentious, such as deferred revenue vs. revenue
- Evaluate how best to attain required information non-standard requests
- Assess seasonal workflows/priorities to determine if additional resources are required within budget
- Frequent opportunity for independent action or judgment within approved guidelines/budget

1.3 Interpersonal Skills/Contacts

- Primary contacts include Commissioners, Directors, Managers, Supervisors and staff in other departments for the purposes of directing staff and advocating policies and the building of relationships with other departments (e.g. the roll out of policies on tangible capital assets, and collaboration on the budget to streamline processes and eliminate duplication of work)
- contact with other government officials and auditors to share best practices (e.g., the adoption of new PSAB reporting requirements), represent the Town at conferences and workshops
- Internal and external contacts to resolve conflicts and handle difficult complaints that require tact, diplomacy and excellent communication skills to elicit and clarify the information (e.g. conflict with developers about release of security, suppliers not getting paid when promised)
- Write technical reports and correspondence for external use (e.g. reports to Audit Committee on post retirement benefits, tangible capital assets)
- Training and education in own and other departments, may involve presentations
- Discussion with contacts to suggest possible courses of action to correct a problem/issue
- As a member of the Budget Review Committee oversees the mechanics of the process relative to JDE, enters data onto the system, tracks changes throughout the budget development process, pulls reports,

gathers information from the various departments and ensures a review of the background information.

2.1 Mental Effort

- Regularly work on spreadsheets or accounting software to produce account analysis and reports that require concentrated effort
- Must ensure accuracy of data and reports despite interruptions from staff and phone calls
- Deal regularly with a high volume of activity and changing priorities (multitasking)
- Solve problems; deals with escalated customer complaints and requests

2.2 Physical Effort

- Daily, sitting for up to 3 hours at desk and attending meetings
- Frequently required to conduct work on computer, for approximately 5 hours per day with interruptions
- Occasional bending and lifting into filing cabinets and storage boxes to obtain and replace files after use

3.1 Programs/Financial Accountability

- Provides information and analyses to departments for developing programs/services the department wishes to perform by providing financial information and recommendations whether the service delivery can be attained
- Oversees the reporting of overall financial results and report to auditors and government bodies
- Participate in the planning and control of financial resources as related to business unit programs/service delivery
- Manages the accounting, accounts receivable, accounts payable, cash office and financial reporting and analysis functions
- Approval of accounts payable on line could be in the area of \$450,000 except for individual transactions that exceed \$100,000
- One of the few individuals who have access to signing card in order to execute signed cheques
- Responsible for developing departmental procedures and policies, such as internal control procedures to ensure the safeguarding of the Town's assets; also formulates broader accounting policies and practices, such as cheque signing or cash handling

3.2 Human Resource Leadership/Supervision

- Manage Accounting (accounts payable, accounts receivable, cash office) and Financial Analysis (financial reporting and analysis)
- Foster the development of teamwork and initiative to provide a high level of service delivery as it relates to accounting and financial matters (e.g. ensure appropriate cross training of duties, promote cooperation with Purchasing/Information Technology and other departments to improve payment process)
- Responsible to hire, train, support, administer/recommend discipline, as required, and conduct performance evaluations for staff
- Resource to other departments on matters of finance and accounting (e.g. coding of invoices to Business Units or general ledger accounts, accounting treatment)

3.3 Impact of Decisions/Actions

- Provides information that supports management decisions, budget preparations and tax rate setting
- Complexity and volume of calculations does not allow for detailed review
- Errors can result in significant financial losses or damage to the Town's image and credibility (e.g. \$10 - \$100K)
- Reviews all payments for appropriateness and correct coding. Errors can result in inappropriate payments, financial losses and embarrassment.
- Improper handling of personnel issues could damage morale or relationships within other departments
- Errors in decision making impact the organization
- Errors on monitoring cash balances can result in overdrafts and interest expenses
- Improper interpretation of GST could result in revenue losses

4.1 Environmental Working Conditions

- Normal office work environment
- Work is performed in a fast-paced office setting with frequent interruptions

4.2 Work Pressure and Stress

- Continuously working on multiple tasks with daily, weekly, monthly and many other fixed deadlines
- Heavy workload for 3 months at year-end which precludes vacation and necessitates mandatory unscheduled overtime
- Priorities can change on a daily basis

Review

Incumbent _____ **Date** _____

Supervisor _____ **Date** _____

Commissioner _____ **Date** _____

Human Resources _____ **Date** _____

Finalized: April 10, 2008

APPENDIX II – D

**Town of Newmarket
Position Description**

**Position Title: Part Time Facility Attendant I
(Less than 24 hours per week)**

Department: Community Services – Public Works Services

Immediate Supervisor: Facility Supervisor

Position Summary

Responsible for cleaning and general housekeeping of town facilities, facility set up and tear down for user groups and events; building cleanliness, garbage removal, washroom maintenance. Provides assistance and customer service to general public and user groups.

Duties and Responsibilities

1. Performs general cleaning/maintenance duties at assigned facilities including the disinfecting of toilets, sinks, urinals, sanitary disposal receptacles, mirrors, soap, paper towels dispensers, change rooms, showers, hallways, banquet halls, lobbies, windows and garbage receptacles according to the Health Act; replenishing soap, paper towel and garbage receptacles; operating floor/carpet cleaning equipment, stripping and waxing floors, mopping and vacuuming; at all time provides a healthy, safe and clean environment for all user groups and staff.
2. Performs banquet hall/arena setup for special events, sets up stage on arena floor, performs set-up and clean-up for all events and functions.
3. Deals courteously and effectively with the general public, user groups, community groups both in person and when answering the telephone; assists patrons in distress; responds to complaints regarding theft, car trouble, vandalism, etc. Assists users who have been directed to the wrong facility; ensures compliance with Town's policies and with relevant legislation.
4. Assist with building opening/closing procedures and checking all windows/doors; ensures corporate procedures are followed with respect to evacuations, fire alarms, accidents, etc.
5. Provides snow removal at all exits and on all walkways around facilities using sweepers, shovels, sand and salt as needed.
6. Performs other duties as assigned in accordance with departmental and corporate objectives.

Supervision Requirements

Positions Supervised Directly: None

Positions Supervised Indirectly: Volunteers

Credentials Required

1. Practical working knowledge of health and safety regulations and trained in WHIMIS procedures to deal with equipment, cleaning chemicals and facility maintenance.
2. Janitorial knowledge and the ability to operate cleaning equipment (vaccums, floor waxers, scrubbers, cleaning chemicals etc.).
3. Ability to read and comprehend WHIMIS labels, complete logs and incident reports.
4. Current First Aid and CPR training would be an asset.
5. Flexibility/availability for shift work, weekends and evenings.
6. Flexibility/availability for special events as required.
7. Ability to deal courteously and effectively with user groups, general public, program participants.
8. A Criminal Reference check is required. The Town of Newmarket is committed to carefully screening staff that have access to vulnerable persons

Factor Examples

1.1 Job Knowledge

- Ability to read and comprehend WHIMIS labels for utilizing cleaning chemicals and handling workplace material
- Good understanding of WHIMIS
- Knowledge of health and safety legislation to work safely
- Knowledge of cleaning practices and procedures

1.2 Judgement

- Ability to work independently ,solve problems and make decisions with little direction
- Judgement is required when dispatching for emergency services such as police, fire and ambulance
- Judgement required when dealing with emergency maintenance situations such as shutting down equipment, public safety, building safety

1.3 Interpersonal Skills/Contacts

- Contact with general public user groups. Required to explain rules and regulations of building.

- Interpersonal skills are required to liaise between supervisors, facility staff and clients
- Occasionally required to contact emergency services

2.1 Mental Effort

- Concentration is required when in one-on-one conversations where there is background noise that interferes.
- Concentration required when operating light & heavy equipment (scrubbers, vacuums).

2.2 Physical Effort

- Regular duties include walking, standing and lifting heavy objects (35 lbs to 65 lbs), pushing, pulling cleaning & maintenance equipment
- Physical effort is required when laying and removing wood flooring over ice surfaces, removing and handling rink glass
- Physical effort is required for table and chair set up, maintenance and reports, snow removal and lawn maintenance

3.1 Accountability

- Ensures the building is safe and secure for user groups

3.2 Responsibility for Human Resources

- None

3.3 Impact of Decisions

- Improper decisions could result in financial loss and impact on the image of the town, resulting from facilities not being open or prepared on time, arenas not being at improper times.
- Decisions regarding maintenance of equipment can result in delays to facilities maintenance and a loss of staff time.

4.1 Working Conditions

- Exposed to dust, garbage and human waste.
- There is exposure to noise, vibrations, fumes and noxious odours of chemicals and equipment.
- Works in extreme temperatures when removing snow and salting, working in arenas and on ice, both inside and outside, maintaining the pool where it is hot and humid, often performs tasks in several above areas during a shift in arenas,

4.2 Work Pressure

- Exposed to frustration situations when dealing disgruntled patrons
- Frequent interruptions and must perform various jobs at the same time within deadlines.

Incumbent _____ Date _____

Director _____ Date _____

Human Resources _____ Date _____