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**The Township of Evanturel**  
**RFP 2020-01**  
**CENTRAL TEMISKAMING MMP PROJECT**  
**Municipality of Charlton and Dack**  
**Town of Englehart**  
**Township of Chamberlain**  
**Township of Evanturel**

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**REQUEST FOR**  
**PROPOSALS**  
**Shared Municipal Services**  
**Study Terms of Reference**

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## **SECTION 1 - INTRODUCTION**

### **1.1 REQUEST FOR PROPOSAL (RFP)**

The Township of Ewanturel, on behalf of member Municipalities of the Central Temiskaming Area, Northeastern Ontario, invites qualified Proponents to submit Proposals for Consulting Services to undertake a Shared Municipal Services Study, known as the Central Temiskaming MMP Project, for the Municipality of Charlton and Dack, the Township of Chamberlain, the Township of Ewanturel, and the Town of Englehart (the Group).

This RFP provides detailed information for Proponents who have the necessary qualifications and experience to fulfill the requirements of this RFP. Please read it carefully. The Proposal content and the Scope of the Project are outlined in Section 3 of this document.

### **1.2 BACKGROUND**

The Central Temiskaming Area represents four municipalities located in the central portion of the District of Temiskaming – The Town of Englehart (pop. 1479), the Municipality of Charlton and Dack (pop.686), the Township of Ewanturel (pop. 449) and the Township of Chamberlain (pop. 332).

The Group shares several services between them as distance and time permit. Notably land-use planning through the Central Timiskaming Planning Board, Chief Building Officials and building inspectors through the Temiskaming Municipal Services Association (TMSA) (*which includes a total of twenty-one (21) municipalities*), Englehart & Area Fire Department, emergency preparedness planning, and economic development.

The Group is also part of the District of Timiskaming Social Services Board, which administers and delivers affordable housing, land ambulance and social services throughout the District of Temiskaming.

### 1.3 DEFINITIONS

1. An "**Agreement**" means a legal document that binds the Corporation of the Township of Evanturel and the successful proponent to carry-out a project.
2. An "**Authorized Agent**" is a representative of the Proponent who has the authority to enter into an Agreement on behalf of the Proponent to carry-out a project.
3. An "**Award**" is the acceptance of a Proposal in accordance with this Request for Proposal (RFP).
4. A "**Proposal**" is a written offer, received from a person\company in response to an invitation to provide goods and/or services based on a Request for Proposal and the corresponding Terms of Reference.
5. A "**Proponent**" is a Person\Company who submits a Proposal.
6. "**Budget**" refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Municipality on various operating expenses or capital projects.
7. "**Change Order**" A written order issued from the Municipality which changes the scope or specifications of the study.
8. "**Consultant**" means the provider of a service who, by virtue of professional expertise or service is contracted by the Municipality to carry-out a project.
9. "**Contract**" means a formal legal Agreement, in writing, between the Municipality and a person or company to carry-out the project requested by the Municipality in its Request for Proposal.
10. "**Goods and/or Services**" includes supplies, design, printed publications, equipment, property insurance, maintenance, professional and consulting services and service contracts not otherwise provided for.
11. "**Discretionary**" refers to a requirement that the Municipality would find valuable and consider desirable for the project being proposed. Instructions and specifications that are requested by the words "should" and/or "may" are "discretionary" and should be responded to in the proposal indicating they are or are not part of the proposal.
12. "**Insurance Certificate**" a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Proponent is insured in accordance with the Group requirements.
13. "**Mandatory**" refers to a specification or requirement that the Proponent must include in their Proposal and be capable of performing if they are the awarded the contract to carry-out the project. Instructions and specification that are requested by the words "shall" and/or "will" indicate the requirement is "mandatory".
14. "**Ministry**" refers to the Ministry of Municipal Affairs and Housing.
15. "**Project**" refers to the work, goods and/or service requirements of the Request for Proposal.
16. "**Service Provider**" is the person\company known as the "Consultant" that has been successful in an award of the Proposal and thereby agrees to carry-out the project under the terms of the Request for Proposal.
17. "**Municipality**" means The Corporation of the Township of Evanturel.
18. "**The Group**" means member municipalities of the Central Temiskaming MMP Project

## **SECTION 2 - INSTRUCTIONS TO PROPONENTS**

The following information provides details of the Request for Proposal process that will be followed.

### **2.1 MEETING FOR PROPONENTS**

Should it be deemed necessary by the Municipality to hold a meeting with Proponents to provide additional information or to clarify issues, such meeting will be held either via teleconferencing or at the Township of Evanturel, Municipal Office, 334687 Hwy 11, Englehart, ON P0J 1H0, at a date and time to be determined, which would be before the RFP closing date. Proponents will have the opportunity to ask questions and provide comments or suggestions on the project.

### **2.2 COMMUNICATIONS REGARDING REQUEST FOR PROPOSAL**

All communication concerning this Request for Proposal shall be in **writing** and sent via email to:

Virginia Montminy  
Email: [clerk@evanturel.com](mailto:clerk@evanturel.com)

No person other than the above-named person or her authorized representative is authorized to communicate for the Municipality with respect to this Proposal. Proponents who seek to obtain information, clarification or interpretation from another municipal official or employee is advised that such material is used at the Proponent's own risk, and the Municipality shall not be bound by any such representations.

Answers to questions and clarifications may be released in the form of an addendum should the Municipality determine the information is relevant to all Proponents.

Telephone calls will not be accepted or returned. No verbal arrangement or agreement, relating to the work required under this project specified or requested under this RFP will be considered binding and every notice, advice or other communications pertaining to it, must be in writing.

### **2.3 ELECTRONIC COMMUNICATIONS**

All enquiries received via electronic mail waive all rights of confidentiality of the enquiry in the method of transmission and the Proponent shall assume all risks of such methods of communication.

### **2.4 ADDENDA**

The Municipality hereby reserves the right in its sole discretion to amend this Request for Proposal any time prior to the closing date and time. Proponents are advised that any changes to the Proposal shall only be done by formal written addendum issued by the Municipality.

Proponents may be requested to confirm receipt of each addendum. It is each Proponent's ultimate responsibility to ensure all addenda have been received prior to submission of their Proposal or, in any event, prior to the close of Request for Proposal, as Proposals cannot be amended or withdrawn following the closing time, for any reason.

### **2.5 COST OF PROPOSAL**

All costs directly or indirectly incurred by the Proponent in responding to this Request for Proposal shall be at the sole cost of the Proponent.

## **2.6 SUBMISSION OF PROPOSAL**

Proposals shall be accepted in PDF form by email only, and shall be submitted at or before the closing date and time, to the email address noted below:

**Closing Time/Date: February 21, 2020, at 3:00 P.M.**

**Email Address: [clerk@evanturel.com](mailto:clerk@evanturel.com)**

Electronically mailed Proposals must be sent in a PDF version. Proponents should ensure all submission information is contained in a single PDF document. The required insurance certificate for a Proposal involving onsite labour component, WSIB Clearance Certificate, is required to be included in the PDF document. Receipt will be acknowledged by return email, within 72 hours of receipt. Proposals shall be irrevocable for any reason for a period of not less than ninety (90) calendar days following the closing date to allow for evaluation and notification.

## **2.7 LATE SUBMISSIONS**

Proponents are solely responsible for ensuring their Proposal is received on time and at the proper location. Proposals received after the closing date and time shall not be accepted or considered and shall be returned to the Proponent unopened.

## **2.8 PUBLIC OPENING MEETING FOR THE PROPOSALS**

Proposals shall be reviewed at a public meeting on February 24, 2020 at 9:00 a.m. at the Township of Evanturel Council Chambers – 334687 Hwy 11. Should this date/time change, proponents will be advised of the new time, date and location of the meeting which they may attend. All Proponent names shall be noted at the time of opening and proposals will be reviewed briefly for eligibility. All Proponents will be sent a notification by email, of the Public Opening record, noting each Bidder's name and the total maximum bid amount.

## **2.9 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION AND PRIVACY ACT**

The Municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection and Privacy Act, as amended. Any Proponent who requires that the information in its Proposal be kept confidential must explicitly advise the Municipality of that fact.

## **2.10 ELECTRONIC INFORMATION**

As a convenience to Proponents, the Municipality will receive enquiries via electronic mail. However, by emailing enquiries, Proponents agree to waive all rights of confidentiality in their transmission and shall assume all risks of such methods of communication.

## **2.11 INFORMATION RELEASE TO PROPONENTS BEFORE BID OPENING**

The number of Proposals received and the names of Proponents, and all information contained in the proposals are confidential and shall not be divulged prior to the Public Opening.

## **2.12 REQUEST TO WITHDRAWAL A PROPOSAL SUBMISSION**

Requests for withdrawal of a Proposal shall be allowed if the request is made before the closing time for the Proposal to which it applies. Requests must be directed to the Municipality's Clerk (See 2.6 above) by electronic mail, by the Proponent, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal for the same project.

### **2.13 PROPOSALS RETURNED UNOPENED**

Proposals received after the closing time shall be noted and returned unread to the Proponent, as soon as possible.

### **2.14 SUBMISSION OF MORE THAN ONE PROPOSAL**

- a) If two Proposals for the same Project are submitted in the same email, the Proposals must be marked as Proposal A and Proposal B.
- b) If two Proposals for the same Project are submitted separately in different emails, the email with the latest date and time received shall be considered the intended Proposal.

### **SECTION 3 - TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL**

Each Proponent, by submitting a Proposal, represents that the Proponent has carefully read, understands and accepts the terms and conditions and specifications of the Request for Proposal in full.

#### **3.1 PROPOSAL REQUIREMENTS**

Proponents are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) The Proposal Acknowledgement Form (Section 7) must be signed in the space(s) provided on the form, with the authorized signature of the Proponent or of a designated official of the organization. If a joint Proposal is submitted, it must be signed on behalf of each of the Proponents and if the signing authority for both Proponents is vested in one (1) individual, he/she shall sign separately on behalf of each Proponent. In the case of an incorporated company, the corporate seal must be affixed to the Proposal forms.
- b) All Proposals shall be legible and conform to requirements described in Section 3 "Proposal Content and Scope of Project". Proposals should not exceed fifteen (15) pages in length.
- c) Prices must be expressed in figures and in Canadian Dollars and include all travel costs, tariffs, freight and taxes unless otherwise stipulated.
- d) Adjustments by telephone, e-mail or letter to a Proposal already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal must withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing time.

#### **3.2 PROPONENTS' OBLIGATION TO EXAMINE**

While the Municipality has made every effort to ensure the accuracy of the information provided in this document and otherwise to the Proponent, the Proponent shall not make any claim against the Municipality for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by the Municipality or a council member or an employee of the Municipality.

#### **3.3 OMISSIONS, DISCREPANCIES, CLARIFICATIONS, AND ADDENDA**

Considerable effort has been made to ensure an accurate representation of information in this document. The information is not guaranteed or warranted to be accurate by the Municipality or is it necessarily comprehensive or exhaustive. Nothing in the Request for Proposal is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

Should a Proponent find omissions from, or discrepancies in, any of the Request for Proposal documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent's responsibility to immediately notify the Municipality in writing. (Reference Section 2.2 for contact information.) If the Municipality considers that a correction, explanation or interpretation is necessary or desirable, the Municipality may issue a written addendum to all who have registered their interest in the Request for Proposal.

The Municipality reserves the right to clarify any proposal during the evaluation process and shall not be bound to do so and Proponents should not assume they will have any further opportunity to

clarify their proposal following the closing date and time.

### **3.4 ALLOCATION OF RISK**

The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred sustained or suffered by any Proponent by reason of non-acceptance by the Municipality of any Proposal submission or by reason of any delay in its acceptance.

### **3.5 CONFLICT OF INTEREST**

Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict shall be grounds for the Municipality to terminate any Contract formed without liability and for cause. The following policy shall apply to this Request for Proposal and subsequent contract.

- a) No employee or elected official of the Municipality may submit a Proposal.
- b) All employees or elected officials shall disclose any business or personal relationship they might have in relation to this Request for Proposal or subsequent contract which might create a potential conflict of interest relative to the project.
- c) All Proponents retained by the Municipality shall disclose to the Municipality prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest does exist, the Municipality may, at its discretion, choose not to award or may withhold the awarding of the contract until the matter is resolved to the satisfaction of the Municipality. Furthermore, if during the carrying-out of the project, a Proponent is retained by another client giving rise to a potential conflict of interest, and then the Proponent shall so inform the Municipality.

### **3.6 GRATUITIES**

Proponents shall certify that no council member or municipal employee has benefited or will benefit financially or materially from the award of the contract. Any contract may be terminated by the Municipality if it is determined that gratuities of any kind were either offered to or received by any member of council or municipal employee.

### **3.7 GOVERNING LAW**

The laws of the Province of Ontario shall apply to this Request for Proposal and any contract formed as a result of this Request for Proposal and the Courts of Ontario shall have exclusive jurisdiction over any contract formed as a result of this Request for Proposal.

The International Sale of Goods Act does not apply to this Request for Proposal or any contract formed as a result of this Request for Proposal. All Proponents and Proposals must comply with any law, including all legislation and regulations, which may be applicable to this project.

### **3.8 NON-EXCLUSIVE**

Any contract awarded as a result of this Proposal shall be non-exclusive and the Proponent acknowledges that the Municipality may in its sole discretion contract with others for the same or similar service during the term of any contract formed as a result of this Request for Proposal.

### **3.9 LEGAL PROCEEDING WITH THE MUNICIPALITY**

No Proposal will be accepted from any company which has a claim or has instituted a legal



proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contract.

### **3.10 COMPLIANCE WITH LAWS**

Any Proponent is required to ensure compliance to and with any and all applicable laws and statutes. Failure to do so will result in the immediate cessation of business with the Municipality and the appropriate authorities will be notified.

### **3.11 SUBCONTRACTING AND ASSIGNMENTS**

Proponents should note that, unless otherwise agreed, the Municipality will assume that the employees or agents of the Proponent will be performing all services required by this RFP and any subsequent contract, which may be entered into by the Municipality. Any subcontracting or assignment in whole or in part by the selected Proponent must be approved by the Municipality in advance.

Therefore, in the event a Proponent wishes to subcontract any portion of the work, which is the subject matter of this RFP, the Proponent shall list the name and contact person of the proposed subcontractor together with that portion of the work that the proposed subcontractor is to do in its proposal.

### **3.12 JOINT PROPOSALS**

In the event two or more persons, firms, companies or other organizations wish to submit a joint or consortium proposal pursuant to this RFP, the proposal shall identify a single prime Proponent who will be responsible for overall project management and successful completion of the Project.

Such prime Proponent shall provide a single point of contact and single billing point and shall for all intents and purposes be treated as the selected Proponent under the contract. The Municipality shall not be liable for payment to any of the selected Proponent's partners, subcontractors, employees, agents or Consultants in the event the selected Proponent defaults on its responsibilities.

### **3.13 NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the Contract Documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with proposals submitted for this project and the Proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

### **3.14 IRREGULARITIES**

The Municipality reserves the right in its sole discretion to:

- a) Waive irregularities and/or minor non-compliance by any Proponent with the requirements of this RFP;
- b) Request clarification and/or further information from one or more Proponents after closing without becoming obligated to offer the same opportunity to all Proponents;
- c) Enter into contract discussions with one or more Proponents; and
- d) To award to more than one Proponent if it is in the Municipality's best interest to do so.

### **3.15 CONFIDENTIALITY OF INFORMATION**

Information pertaining to the Municipality obtained by the proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the Municipality. The Municipality shall declare and mark certain information about the Corporation to be received by the Proponent as "Confidential" the Proponent must not disclose such "Confidential" information to any third parties unless authorized to do so in advance and in writing by the Municipality.

The Proponent and the Municipality agree that the reciprocal obligations of confidentiality will survive the termination of any contract that might arise between the parties. All Proponents are advised that The Township of Evanturel is subject to inter-provincial trade agreements, which may result in disclosure of information.

### **3.16 MATHEMATICAL ERRORS**

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total Proposal prices and words shall govern over numbers.

### **3.17 RIGHT TO ACCEPT OR REJECT SUBMISSION**

The Township of Evanturel on behalf of the Group reserves the right to accept or reject all or part of any submission or to rescind this Request for Proposal at any time at no cost to the Municipality.

## **SECTION 4 - PROPOSAL CONTENT AND SCOPE OF PROJECT**

### **4.1 PURPOSE OF THE PROJECT**

To establish a shared service framework for the Group that facilitates the delivery of existing and new municipal services in an effective and innovative manner.

To analyse how existing services are provided in each municipality and determine what improvements can be made to each service and in the context of shared service delivery.

To identify and examine new shared service/purchasing opportunities for the Group (including but not limited to) joint purchasing, administration, payroll, engineering, legal services, economic development, building inspection, information technology, road maintenance and waste management.

To determine which of the shared service opportunities offers the greatest potential for implementation by the Group along with an implementation schedule and a recommended cost sharing and governance model for each.

### **4.2 PROPONENTS SPECIFIC**

#### **RESPONSIBILITIES Stage 1**

The consultant will be expected to:

- Develop a template and document all the services that are currently being provided by each municipality and (collectively for all four municipalities) including the cost of providing each service by municipality, including the capital and human assets required/allocated to provide the service. In addition to the cost of service delivery, the template should highlight where there are overlaps in service delivery between the municipalities.
- Develop a template and document capital equipment owned by each municipality in the Group and (collectively for all four municipalities) including information on the remaining useful life of the asset and the replacement cost.
- Identify and document the current staffing levels and succession plans for each municipality.
- Identify and document the municipal services which are currently being shared between the Group and the cost to each municipality to provide the service.
- Develop criteria to assess how existing services are delivered in each municipality and determine where improvements and efficiencies can be achieved for each service.
- Identify and recommend which existing municipal services (shared or not) do not lend themselves to a shared service arrangement between the municipalities and provide the rationale for the recommendation.

#### **Stage 2**

- In conjunction with each municipality, explore what new opportunities exist to share services among the Group, and develop criteria to analyze potential shared service opportunities (including but not limited to) joint purchasing, administration, payroll, engineering, legal services, economic development, building inspection, information technology, road maintenance and waste management including a description of how each could be delivered and the associated

cost.

- Develop a template with criteria to rank the shared service opportunities (existing and new) that offer the greatest potential for implementation for the Group.
- Identify and analyze a minimum of three municipal cost models to apportion the cost of sharing municipal services and a recommended apportionment model for sharing services for the Group.

### **Stage 3**

- Develop a shared service model for the shared service opportunities (existing and new) that offer the greatest potential for implementation for the Group.
- Identify staffing and governance models and the associated cost for the recommended shared services.
- Develop a shared services agreement for the Group that includes how costs will be shared and includes mechanisms for dispute resolution.
- Identify a schedule for the implementation of the recommended shared services and any transition costs associated with the implementation.

### **4.3 Additional Expected Study Products:**

In addition to undertaking the study as described above, it is expected that the consultant will provide the following as supporting documents:

- A template to inventory all municipal services provided by a municipality and more than one municipality, and the associated cost of the services provided. The template should highlight the cost of service delivery as well as overlaps in service delivery between the Group.
- A template to inventory municipal capital equipment owned by a municipality and collectively for more than one municipality including information on the remaining useful life of the asset and the replacement cost.
- The development of criteria to analyze how existing municipal services are delivered in the Group, where efficiencies can be achieved, and improvements can be made.
- The development of criteria to analyze potential shared service opportunities (including but not limited to) joint purchasing, administration, payroll, engineering, legal services, economic development, building inspection, information technology, road maintenance and waste management including a description of how each could be delivered and the associated cost.
- The development of a ranking system template to determine the recommended shared service opportunities that offer the greatest potential for implementation and why.
- The development of a comprehensive shared services agreement for use by the Group contemplating shared service arrangements that include mechanisms for dispute resolution and other requirements to ensure the longevity of the agreement.
- An analysis of at least three municipal cost apportionment formula's for sharing municipal services and the development of recommended apportionment formula that is fair and equitable for each member of the Group contemplating shared service arrangements.
- An implementation schedule of the recommended shared service opportunities that offer the greatest potential for implementation in the Group.

- An analysis of governance models for the oversight of shared service delivery available to the Group and the development of a recommended governance model for the delivery of shared municipal services in Central Temiskaming.

#### **4.4 Proponent’s Specific Responsibilities**

The Proponent is responsible for managing and leading the shared municipal services study. It is expected that the Proponent will work with the Group staff and council members and that the Group will provide to the Proponent its full cooperation and access to their staff, council members and other records for the purposes of undertaking the study.

#### **4.5 The Proponent will be responsible for the following:**

- providing oversight of the study
- delivering on elements included in the proposal content and scope of project
- communicating effectively with municipal officials and Ministry staff;
- managing assignment timelines to ensure that the Proponent’s resources are available to meet the assignment deliverables;
- identifying issues related to the progress of the study during the regular bi-weekly verbal reports;
- identifying issues and potential solutions in the draft and final reports for the Group; and
- identify potential recommendations/activities that could be applied to other municipalities.

#### **4.6 The Shared Municipal Services Study process:**

Proponents are requested to respond to each and every aspect of the RFP's objectives, expectations, specifications, schedules, requirements and outcomes. Please respond to the following sections to allow for fair evaluation of proposal submissions. Additional deliverables are as follows:

- The consultant shall review project findings, draft reports and proposed recommendations with the Clerk and others as deemed appropriate, prior to finalizing the report.
- The consultant shall provide 4 bound copies and 1 unbound copy of the final report(s) to the Township in accordance with the deadline. In addition, the consultant shall provide all presentations, materials and final report in an unprotected electronic form acceptable to the Township (i.e.: MS Word and/or Excel).
- The consultant shall appear before a joint Council Meeting of all four municipalities to present the final report.

#### **4.7 MUNICIPAL SHARED SERVICES STUDY REVIEW PRINCIPLES**

This study will be based on the following principles:

- The Group desires to share in the efficient and effective delivery of municipal services to the citizens of their community;
- The Shared Municipal Services Study will focus on the outcomes/deliverables;
- The Study will be open and transparent, engaging all levels of the organizations and consider community priorities;
- The Study will involve consultation with the community;
- All collective bargaining agreements will be acknowledged and respected;

- The Study will promote the effective/efficient deployment/redistribution of staff;
- The Study should consider any existing municipal strategic plans and/or, other municipal plans currently in place;
- The Municipal Councils of the members of the Group will make the final decision on any changes to the current municipal services, including the level of services, structure and/or processes.

#### **4.8 ORGANIZATIONAL AUTHORITY AND STAKEHOLDERS**

The Clerk of the Township of Ewanturel will lead the Shared Municipal Services review exercise and provide directions to the Consultant to facilitate the completion of the Study.

##### **Stakeholders:**

The following stakeholders shall be consulted and invited to provide critical input and feedback in the review process:

- a) The Mayor/ Reeves and Councillors of the Group
- b) The CAO/Clerks, Managers and other municipal employees of the Group
- c) Community Members & Community Organizations in the Group

Invite residents and organizations to public meetings to provide information on the Review process and objectives and to receive input into changes.

Proponents should provide a brief summary as to their proposed consultation methodology with the above groups.

#### **4.6 PROPOSAL CONTENT**

Proposals should not be longer than **fifteen (15)** pages in length and should include, but not be limited to the following components:

- Demonstrate how the RFP Objectives will be achieved in the context of the RFP Principles;
- Outline the Proponent's understanding of the work to be undertaken;
- Outline the Proponent's experience with similar projects;
- Outline the Proponent's approach and strategies to the Study
- Outline how data will be collected and evaluated;
- Outline how options will be developed and evaluated;
- Identify tasks (expectations of resources) to be undertaken by municipal staff;
- Identify methods of seeking input and communication with the stakeholders;
- Identify stages of interim reporting (based on the proposed milestones);
- Identify implementation strategies;
- Identify both internal and external communication strategies;
- Identify final deliverables and reporting methods.

#### **4.7 WORK PROGRAM AND SCHEDULE AND FINANCIAL CONSIDERATION**

Proposals must contain an itemized cost estimate to achieve each milestone within the Proponent's recommended approach, including consulting fees (hourly and per diem rates for each member of the team), miscellaneous expenses including travel costs, disbursements and HST. Every Proposal must contain a **Maximum Total cost**; Proposals must contain a detailed schedule or work plan and timelines that are categorized by milestones (completion of major tasks); The Proponent will prepare progress reports for the Township of Ewanturel for each

milestone in the approved work plan, including a breakdown of costs at each milestone. Proposals must include an invoicing/payment schedule (note the Municipality's payment terms are generally 30 days).

#### **4.8 PROPONENT STUDY TEAM**

The Proposal should include a brief history of the Proponent's Consulting Firm. The proposal must contain information of consulting staff that will perform the work, including qualifications and previous experience. The Project Lead must be clearly identified with qualifications and previous experience.

#### **4.9 REFERENCES / EXPERIENCE (Section 7, Schedule B)**

Each submission must include a Reference Form completed by the Proponent according to the instructions contained in that form. The references should be from persons for whom the Proponent has successfully provided similar deliverables or performed related work within the past five (5) years. The name and telephone number of a contact person for each reference and a brief outline of the nature of the deliverables provided should be included. Proponents are required to include a minimum of three (3) public sector references.

The Township of Evanturel, in its sole discretion, may confirm the Proponent's experience and/or ability to undertake the project/provide the deliverables required and described in its submission by checking the Proponent's references during the RFP process.

#### **4.10 ACKNOWLEDGEMENT**

All Proponents shall complete the Acknowledgement document contained in Section 7 of this RFP and submit it as part of the **Deliverables**. All reports are to be provided in an electronic version, preferably in MS Word and/or Excel formats, to the Township of Evanturel.

#### **4.11 ADDITIONAL INFORMATION FOR PROPONENTS**

- The Proposal should include, in addition to the information requested in this RFP, any additional information that illustrates the Proponent's experience, expertise or special insights into Municipal Shared Service work.
- All printing of the Proposal is the responsibility of the Proponent.
- The Proponent\Consultant will report to the Township of Evanturel CAO/Clerk.
- The Proponent should use all available background information to obtain an overview of the Group's current operations. Municipal resource materials will be available for review upon request and shall at all times be considered confidential.

#### **4.12 VALUE ADDED SERVICES**

Within its response, the Proponent has the opportunity to offer and describe any value-added services, products or items not specifically asked for and detail as to what the Proponent is prepared to supply as part of the contract. Unless otherwise stated, it is understood that there are no extra costs for these services; however, if there are any additional costs pertaining hereto, the summary and explanation of those costs should be appended to Schedule A – Pricing Sheet.

#### **4.13 TIME-LINE TERM OF THE PROJECT**

The contract arising out of this Request for Proposal (RFP) is anticipated to be awarded on February 26, 2020, with work commencing locally shortly thereafter, and the final report **must be** submitted to the Township of Ewanturel **by June 15, 2020.**



## **SECTION 5 - EVALUATION OF RFP AND SELECTION OF PROPONENT**

### **5.1 EVALUATION OF SUBMISSIONS Rated Criteria**

The following is an overview of the categories and weighting for the rated criteria of the RFP:

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>
Experience and Qualifications	28 points
Understanding of the Assignment	20 points
Proposed Approach and Work Plan	27 points
Evaluation of Pricing	25 points
<b>Total Points</b>	100 points

Proponents must score a minimum of **sixty (60) points** or more of the rated criteria to be eligible to proceed to the Evaluation of Pricing.

#### **5.1. Experience and qualifications (maximum points assigned 28)**

Each Proponent must provide in its proposal:

- A.** A brief description of the Proponent. **(maximum 2 points)**
- B.** A description of the goods and services the Proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables in a municipal setting. **(maximum 16 points)**
- C.** The roles and responsibilities of the Proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise. **(maximum 10 points)**

#### **5.2 Understanding of the Assignment (maximum points assigned 20)**

Each Proponent must provide in its proposal evidence of it's:

- A.** Understanding of the key elements of the Assignment. **(maximum 15 points)**
- B.** Understanding of the factors affecting the scope of the Assignment and the Group requirements. **(maximum 5 points)**

### 5.3 Proposed Approach and Work Plan (maximum points assigned 27)

The Proponent must provide its proposed approach and methodology, including the following:

#### a) Proponent Organization (maximum points assigned 10)

- An organizational framework indicating how the Proponent intends to structure its working relationship with the Group as well as their staff and council. (maximum 5 points)
- A communication strategy for notification of the approach, timing and materiality expectations. (maximum 5 points)

#### b) Planning Phase (maximum points assigned 17)

- A description of resource requirements, approach, methodology, workflow phases and expected time requirements. (maximum 12 points)
- Risk management planning including contingency plans to mitigate factors that may impact the completion of the Assignment within the required time frame. (maximum 5 points)

### 5.4 Evaluation of Pricing (maximum points assigned 25)

Pricing will be scored based on the following:

The Total Fees shown on the Pricing Sheet (Section 7, Schedule A) for each Proponent will be compared against the range of Total Fees for all Proponents who qualify for this stage of the process. The bids of the Proponent will be ranked according to their bid price with the lowest bid to have a score of 25 and the following formula will be applied in calculating the score of the rest of the Proponents:

$25 \times \left( \frac{\text{minimum bid price}}{\text{proponent bid price}} \right)$ . The score will be rounded to the next integer.

### 5.5 SAMPLES

Samples of similar work project completed by the Proponent may be requested at any point during the proposal process or evaluation. Proponents are not expected to submit samples unless requested.

### 5.6 SELECTION OF SUCCESSFUL PROPONENT

A Proponent may be selected to enter into a Consulting Services Agreement based on this RFP and Proponent's submission. The submission will be appended to the Consulting Services Agreement.

Each employee, agent and subcontractor who is or will be engaged in providing the deliverables

associated with this RFP may be required to undergo a security clearance check.

If selected by the Client to enter into a Consulting Services Agreement, the Proponent shall furnish a certificate of insurance meeting the insurance requirements.

**5.7 EXECUTION OF  
AGREEMENT Selection of  
Proponent**

A Proponent may be selected to enter into a Consulting Services Agreement based on this RFP and the Proponent's submissions.

The submission form will be appended to the Consulting Services Agreement.

The Township of Ewanturel will not necessarily accept the lowest price or any Proposal. Any implication that the lowest or any Proposal will be accepted is hereby expressly negated.

The Township of Ewanturel reserves the right in its sole discretion to negotiate modifications to any proposal received without becoming obligated to offer to negotiate with any other Proponent(s). If negotiations with the selected Proponent are unsuccessful, the municipality reserves the further right in its sole discretion to enter into negotiations with any other Proponent(s).

Upon successful negotiations with a selected Proponent leading to a contract acceptable, the Council of the Township of Ewanturel may in its discretion award a contract. The award will be subject to the successful execution of an agreement.

## **SECTION 6 - TERMS AND CONDITIONS**

Should a contract be awarded, the reference to Proponent would become Consultant.

### **6.1 AWARDING OF CONTRACT**

The authority to award a contract rests exclusively with the municipal Council of the Corporation of the Township of Evanturel. The Council will exercise its authority in respect of a contract for this project by way of by-law(s) and/or resolution(s) passed at properly constituted meeting(s).

### **6.2 INDEMNITY**

By submitting a Proposal to the Municipality, the Proponent agrees that he/she shall be responsible for and shall give adequate attention to the faithful prosecution and completion of all matters pursuant to the contract. In addition to the protection provided, the Proponent shall promptly indemnify and save harmless the Municipality from all suits and actions for damages and costs to which the Municipality might be put by reason of injury to or death of persons and damage to property resulting from negligence, breach, fault, act, omission, default, carelessness or any other cause in the performance of this work. The indemnity obtained in the contract shall not be prejudiced by, and shall survive, the termination of the contract.

### **6.3 INSURANCE**

The Proponent shall, during the entire term of an Agreement, and any renewal or extension thereof, take out and keep in full force and effect insurance for Commercial General Liability Insurance including bodily injury including death, property damage, personal injury, contingency employers liability and cross liability in which the limits of liability shall be no less than \$2,000,000.00 per occurrence, and no less than \$2,000,000.00 per claim and Motor Vehicle Liability Insurance including Non-Owned Automobile of not less than \$2,000,000.00 per occurrence, all at the Proponent's sole cost and expense.

All policies shall be written with insurance companies qualified to do insurance business in the Province of Ontario. The insurance shall be with insurers acceptable to the Municipality and with policies in a form satisfactory to the Municipality. A copy of all insurance policies or certificates of insurance shall be delivered to the Municipality prior to the commencement of the work. All insurance coverage will be at the Proponent's sole cost and expense.

### **6.4 INSURANCE CERTIFICATE**

The Proponent should provide certificate of insurance with the municipality, its council and employees added as additional insured with respect to the Commercial General Liability policy. All policies of insurance shall provide for thirty (30) days written notice to the Township prior to any cancellation, material change or amendments restricting coverage of any policy or policies. A copy of the Insurance Certificate is required for the RFP submission in accordance with Section 2.6.

### **6.5 OCCUPATIONAL HEALTH AND SAFETY**

The Proponent shall comply fully with Occupational Health and Safety Act.

## **6.6 WORKPLACE SAFETY & INSURANCE**

The Proponent will be required to furnish the Municipality with a Workplace Safety & Insurance Board Certificate of Clearance. The Proponent shall at all times comply with the provisions of the WSIB Act. All Proposals' involving a labour component requires that a WSIB clearance be submitted with the Proposal. The Proponent shall at all relevant times carry Workplace Safety and Insurance Board of Ontario (WSIB) coverage or Employers Liability Insurance in the amount of not less than \$2,000,000. A copy of the Certificate of Clearance is required for the RFP submission in accordance with Section 2.6.

## **6.7 PERMITS, FEES AND LICENSES**

The Proponent shall pay for any and all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Group and any other governing body, wherever applicable, unless otherwise specified.

## **6.8 FREEDOM OF INFORMATION**

All information obtained by the Proponent in connection with this Proposal is the property of the Township of Evanturel on behalf of the Group and must be treated as confidential. It may not be used for any purpose other than for replying to this Proposal, and for fulfillment of any subsequent contract with the Township of Evanturel.

## **6.9 SUBCONTRACTOR**

Where the Proponent proposes to retain a subcontractor(s) for any part of the work to be performed for this project, the Proponent shall provide, as part of the proposal, a written statement from an officer of the proposed subcontractor(s) agreeing to be bound to the same terms and conditions as the Proponent is to be bound in this RFP and the final project contract.

In granting consent to any sub-contracting or assignment by the Proponent, the Municipality reserves the right to impose such additional terms as the Municipality deems advisable as a condition of any such subcontract or assignment.

## **6.10 TERM OF AGREEMENT**

The term will commence in February 2020 and will end no later than June 15, 2020.

Proponent shall include in the deliverable a presentation of the report to the Municipal Councils of the Group by September 2020.

## **6.11 PERFORMANCE EVALUATION**

The Proponent's performance may be evaluated during the term of the contract (if any). The Municipality may request meetings with the Proponent to improve the overall success of the contract.

## **6.12 TIME IS OF THE ESSENCE**

Time is of the essence and the Proponent shall deliver the goods and services in strict accordance with the approved project schedule, delivery date, quantity and the requirements as specified in the Agreement.

### **6.13 COPYRIGHT**

The Proponent represents, warrants, and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right. All plans, reports and final documentation produced by the Proponent will be the sole and exclusive property of the member municipalities of the Group.

**SECTION 7 - PROPOSAL ACKNOWLEDGEMENT FORM**

**7.1 COMPANY ADDRESS AND CONTACT INFORMATION**

Complete the following information and submit this section in the Proposal submission package.

NAME OF PROPONENT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

WEBSITE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TEL: \_\_\_\_\_ FAX: \_\_\_\_\_ HST#: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_

TEL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**7.2 ACKNOWLEDGEMENT OF DOCUMENTS RECEIVED BY PROPONENTS AND AGREEMENT TO TERMS AND CONDITIONS:**

I \_\_\_\_\_ the undersigned, **HEREBY DELARE AND ACKNOWLEDGE:**

**THAT** I have examined the documentation and information contained in this proposal and appendices and accompanying documents;

**THAT** I declare that no person, firm, corporation or other organization other than disclosed herein has any interest in this Proposal or any contract which may result;

**THAT** this Proposal is made by the undersigned without collusion or fraud with any other entity;

**THAT** all statements in this Proposal are true and accurate in all respects;

**THAT** full disclosure has been made of any conflict of interest or potential conflict of interest;

**THAT** Addenda No. \_\_ to \_\_ inclusive (if any) have been reviewed by me and form part and parcel of the RFP and any contract which may result;

**THAT** I do hereby offer to enter into a contract to do all the work as described in the RFP and provide all expertise, labour, materials and all necessary items to complete the project to the full and complete satisfaction of the Township for the maximum sum of:

in words: \_\_\_\_\_

in numbers: \$ \_\_\_\_\_

**THAT** "Schedule A – Pricing" is attached hereto and forms part of this Proposal Acknowledgement Form;

**THAT** my/our proposal is irrevocable after close of Proposal submissions for a period of not less than ninety (90) calendar days from that date.

Executed by me/us this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Authorized signing officer(s) / person(s):**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## SCHEDULE A – PRICING

### A.1 Pricing

The Proponent is required to provide the following information:

1. The Proponent having reviewed all terms, conditions and Requirements and Services set out in the RFP and the Attachments thereto, shall provide the following pricing which projects the total consulting cost of the completed project. The costs shall be broken down to allow for analysis.
2. HST is to be shown separate from the bid price.
3. The Municipality is seeking Proposals which are priced as time and materials contracts with a maximum fees and disbursements amount (or “upset price”). Proponents are to state all assumptions which apply to their pricing and how the pricing would be varied if such assumptions do not apply. The Municipality prefers Proposals with as few assumptions as possible and no assumptions which would impact the “upset price”. All components of the pricing (e.g. hourly rates, disbursement unit rates, maximum fee amount and maximum disbursement amount) are to be fixed for the entire duration of the proposed contract. Responses should indicate approximate number of hours to complete each of the phases/deliverables, as well as per unit rates for unforeseen work not within the scope of this RFP.
4. Proponents are to set out payment terms as well. The Municipality prefers Proposals which tie each payment into the delivery of identifiable deliverables. Accordingly, the Proponent is to describe what it considers to be the key deliverables required by this RFP and then set out the maximum payment amount to be paid upon delivery of each such deliverable.
5. Proponents shall provide the estimated staff time by person and costs associated with major work items and deliverables as outlined.

**TABLE 1** should include the hourly charge out rate for the Proponent’s Functional Team Lead as well as any other resources assigned to this project.

Job Title	Hourly Rate
Functional Team Lead	
Other:	
Other:	

**TABLE 2** should include a breakdown of the total upset price budget into the costs associated with each Work Task, Phase, Deliverable:

Estimated Fees/Disbursements							
Work Task/Phase/Deliverable	Team Members	Activity/Role	Estimated Hours	Hourly Rate	Estimated Fee	Estimated Disbursements	Total
				\$	\$	\$	\$
				\$	\$	\$	\$
				\$	\$	\$	\$
				\$	\$	\$	\$
				\$	\$	\$	\$
<b>Maximum Fees/Disbursements</b>					\$	\$	\$

Additional information should be included for any:

- Disbursements including a maximum amount for each
- Costs associated with Sub-Contractors; and
- Costs of any additional scope of work related to this project.



## SCHEDULE B – REFERENCES

### B.1 REFERENCES

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Complete the following template with names and contact numbers for three (3) previous Clients for whom similar services have been provided.

#### Reference #1

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

#### Reference #2

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

**Reference #3**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	