



**The Corporation of the Township Oro-Medonte
Request for Proposal
RFP # CAO 2020-01**

Sealed Proposals, clearly marked as to contents, will be received by Corporate Services, 148 Line 7 South, Oro-Medonte, Ontario, L0L 2E0, no later than 3:00 pm (15:00) local time, February 28, 2020.

Late proposals will not be accepted.

Requirements for: Service Level Review, Strategic Plan, and Planning & Development Approvals Process Review

All proposals are subject to the terms and conditions of the Request for Proposal, the accompanying specifications, and all other contract provisions or data that is incorporated.

If further information is required, contact:

Corporate Services; Vanessa Cooper
Executive Assistant, Mayor & Council and CAO
(vcooper@oro-medonte.ca)

The Corporation of the Township of Oro-Medonte 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.

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Definitions

The following definitions apply to the interpretation of the Request for Proposal and Contract Documents;

1. "Addenda or Addendum" means any additions, deletions, modifications or other changes to the Contract Document and all corresponding Schedules and Appendices.
2. "Business Day" means any day from Monday through Friday between the hours of 8:30 am and 4:30 pm, excluding statutory holidays observed by The Township of Oro-Medonte.
3. "Calendar Day" means Monday through Sunday inclusive, but excluding any recognized statutory holiday.
4. "Closing Date" means the date and time specified in Instructions to Proponents, by which all Proposals shall be received and stamped by the Owner.
5. "Conflict of Interest" has the meaning that if there is an actual or potential Conflict of Interest in preparing its Proposal, and/or the Proponent(s) foresees an actual or potential Conflict of Interest in performing the works required under the Contract.
6. "Contract" means the agreement in writing governing the defined Work, which has been executed by the Owner and the Successful Proponent following acceptance by the Owner of the Successful Proponent's submission and subsequent signed agreement.
7. "Contract Documents" means a form of agreement, together with the Standard Conditions, Specifications, Schedules and Appendices, if any, which constitute the entire understanding between the Township and a Proponent submitting a Proposal regarding the Work.
8. "Council" means the elected Council for the Township of Oro-Medonte.
9. "Finance Department" means the Chief Financial Officer/Treasurer or his/her designate working within the Finance Department.
10. "Form of Proposal" are the standard forms provided in the Contract Document. Proponents must complete and submit the forms contained within this section in order to provide the necessary information for the evaluation of the submission for the purpose of entering into a Contract with the Owner in the event of award.
11. "Mandatory Requirements" means those requirements described in Instructions to Proponents, which shall be fully satisfied in order for any Proposal to be considered by the Owner as compliant.

12. "May" used in this document denotes permissive.
13. "Owner" refers to The Corporation of the Township of Oro-Medonte, as the case may be, and as identified in the Request for Proposal, and Contract Documents for the purpose of the award, execution and performance of the Contract.
14. "Proposal" or "Submission" refers to the information submitted by a Proponent in response to this Request for Proposal.
15. "Proponent" means the legal entity submitting a Proposal.
16. "Request for Proposal" or "RFP" means the document issued by the Township and used to solicit Proposals from Proponents to provide goods, services or construction to the Township.
17. "Shall" and "Will" used in this document denotes imperative.
18. "Sub-Contractor" or "Sub-Consultant" means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Proponent.
19. "Successful Proponent" means the Successful Proponent(s) whose Proposal has been accepted by the Township and to whom the Contract is awarded.
20. "Supply" means to provide the necessary tools, material, equipment, and product to satisfy the Request for Proposal requirements.
21. "Township" means The Corporation of the Township Of Oro-Medonte
22. "Work" means Work/service performed to meet a demand to comply with the conditions of the Contract, delivery dates, specifications and technical assistance.

Part I Project Terms of Reference

1. Introduction

The Township is a diverse and beautiful community with a central location in Ontario. With a population of 21,500 full time residents, it covers a land area of 61,000 hectares, stretching from the westerly border with Barrie, the southerly border with Lake Simcoe, the easterly border with Orillia and Severn Township and the northerly border shared with Tay and Severn Townships. The Township is comprised of a number of smaller hamlets, with Craighurst containing some components of a traditional downtown including shopping and dining. The Township's prime location provides residents and visitors alike with the riches of rural life and the convenience of a short drive to Barrie, Orillia and the Greater Toronto Area.

The Township is accessible by:

- Provincial Highways 11, 12 and 400 and the County of Simcoe road systems;
- The Lake Simcoe Regional Airport operated by the City of Barrie and the County of Simcoe, which is located in the Township;
- The Canadian Pacific Rail line, which passes through the Township as it travels from Toronto to Vancouver;
- The Lake Country Oro-Medonte Rail Trail which links the Cities of Barrie and Orillia; and
- Lake Simcoe.

2. Background

Like the majority of Municipalities in Canada, the Township of Oro-Medonte is facing a number of pressures and challenges with respect to municipal service delivery, public infrastructure provision and public demands amidst a rapidly complex and changing operating environment. Over the past decade the Township has been working diligently to address the changing needs of the community and address future challenges associated with moving from a small rural community to a mid-size municipality. Associated with this has been a concentrated effort in improving service levels, the refinement of the sophistication of management structures and developing a culture of citizen centricity and continuous improvement.

According to Statistics Canada, between 2011 and 2016, there was a 5% increase in population in Oro-Medonte. The number of private dwellings increased from 7,475 in 2011 to 9,013 in 2016 representing a 21% increase over the five-year period. Of particular interest are provincial numbers, which forecast an additional 24% growth in population over the next 10 years.

Under the leadership of a newly elected Council in 2018, there is a need to revisit the Township's Strategic Plan and services to ensure the Township is meeting current needs and is positioned to meet future needs in the 10-year planning horizon. Further,

with the projected growth and the Provincial direction towards streamlining and efficiencies to processes, there is a need to review the municipality's planning and development approvals process.

3. Current situation:

According to Statistics Canada, between 2011 and 2016, there was a 5% increase in population in Oro-Medonte. The number of private dwellings increased from 7,475 in 2011 to 9,013 in 2016 representing a 21% increase over the five-year period.

The Township of Oro-Medonte's Council consists of a Mayor, Deputy Mayor and 5 Councillors elected per individual Wards.

The Township of Oro-Medonte is comprised of 6 departments, specifically: Chief Administrative Officer's Office (Human Resources, Environmental Services); Corporate Services (Clerk, Economic Development, Communications, Special Projects); Development Services (Planning, Building, Engineering, Municipal Law, Customer Service); Finance (Information Technology); Fire & Emergency Services; Operations & Community Services (Transportation, Parks, Facilities, Recreation). A detailed functional chart is included in background materials and reports.

The Township workplace is unionized and under collective agreement with CUPE (Canadian Union Public Employees). A renewed agreement was recently renegotiated for the 2019-2022 period.

Policing services are provided by the Ontario Provincial Police on a non-contract basis.

The Township has a significant number of assets (facilities, roads, bridges, fleet, water/wastewater infrastructure) and continues to close the gap on funding to maintain these assets. An update to the Township's asset management plan is identified for 2020.

The Township will be updating its legacy ERP software in 2020. There is a need to ensure IT infrastructure and software support service requirements.

The Township has updated its business plans to provide service descriptions but to date has not yet developed performance metrics for services for both daily management and governance controls.

The Township is currently updating its Official Plan and Zoning By-law.

The County of Simcoe (Upper Tier) will be undertaking a comprehensive review of service delivery in consultation with the lower tier municipalities.

The Township will be facing a number of retirements from key positions in the

next 5 years.

4. Scope of Project

It is envisioned that the scope of the project will consist of three distinct but inter-related components, specifically a Service Level Review, Strategic Plan and Planning & Development Approvals Process Review. The successful Proponent will be required to provide a project plan that ensures cohesiveness of the three elements and proposes a creative, inclusive consultation plan.

The successful Proponent will provide the following:

Municipal Service Level Review

- A comprehensive evaluation of the services and programs currently being provided by the Township, how those programs and services are being delivered and the level by which they are being delivered is required. This Service Level Review is required to create a long-term sustainable framework to ensure the Township has a solution-based plan to meet the increasing complexities the municipality faces such as growth pressures, community expectations, limited financial resources, provincial requirements/downloading.
- Review and gain a thorough understanding of the current situation through reviewing background reports and guiding documents;
- Develop and facilitate an internal survey to inform assessment of SWOT;
- Lead, and conduct a creative and inclusive consultation process that includes Council and Senior Management staff and a cross section of Township staff, the community (residents, businesses, stakeholders);
- Examine and conduct a thorough review of the Township's current organization, programs, services, and service delivery models including use of technology;
- Evaluate Township service delivery using municipal comparators and best practices;
- The results of the review will provide a tangible resource for benchmarking and other analysis purposes;
- Determine and clearly outline the programs/services that are:
 - Mandatory/Legislative - what the municipality must do or needs to do, vs.
 - Priority Programs - what the municipality wants to do, vs.
 - Discretionary Programs/Services - what would be nice to do;
- Analyze internal and external environment including growth and associated impact/demand on Township services over a ten-year period including consideration of location (facility) for municipal service delivery.
- Based on best practices and consultation, present realistic opportunities/recommendations/options to reduce and/or enhance/improve programs/services and service levels; and realize cost savings/revenue generation; including risks associated with proposed changes;

- Explore, evaluate and present partnership recommendation/options both with community stakeholders and area/regional municipalities;
- Develop key performance indicators for incorporation into Township Business Plans and management/governance control systems;
- Based on the evaluation, research and consultation, propose recommendations/options for overall organizational structure changes;
- The final report will encompass all of the information collected and provide key recommendations for the development of the Township's service delivery strategy and provide recommendations for next steps. Recommendations will be prioritized based upon feasibility of implementation, impact to the community and available Township resources;
- The report will also include an engagement and communication strategy for employees and the community as well as include presentations to the Township's Senior Management Team and Council for review at key project milestones and the final report;
- The report will include but not be limited to:
 - service delivery standards and key performance indicators for programs and services,
 - submission of drafts of reports and project findings, as well as proposed recommendations (including detailed implementation and/or phasing plans),
 - summary of results of the review, according to the project schedule.
 - reports will incorporate findings, conclusions, recommendations and work plans.
 - all presentations, materials and final reports will be provided to the Township in an electronic form acceptable to the municipality;

Planning & Development Approvals Process Review

- Examine and conduct a thorough assessment of the Township's current Development Approvals Process including model for service delivery, documented processes, and use of technology;
- Lead, and conduct a creative and inclusive consultation process and communication plan that includes the development community (businesses, developers), Council, Development Services staff, and other Township departments.
- Evaluate the Township's current service delivery using municipal comparators and best practices and considerations for future requirements gleaned from the Service Level Review
- Recommend potential changes (or new processes) to the current Planning and Development Approvals Process intended to increase efficiencies and effectiveness, including recommendations regarding technology;
- Based on best practices and consultation, present recommendations or options to streamline/enhance and/or improve the Planning and Development Approval Process, including identifying ways to realize cost savings or revenue generation;

- Identify best practices and key performance measures/indicators to track improvements/outcomes for annual reporting, benchmarking and other analysis purposes;
- Based on the evaluation, research and consultation, propose recommendations regarding staff resource optimization/allocation;
- The final report will encompass all of the information collected and provide key recommendations on a revised development approvals process(es) and next steps. Recommendations will be prioritized based upon feasibility to implement, impact on the development community, and available Township resources;
- The report will include but not be limited to:
 - Assessment of current processes/service delivery and prioritized recommendations for process improvements and service delivery considerations;
 - service delivery standards and key performance indicators for the development approval processes,
 - submission of drafts of reports and project findings, as well as proposed recommendations (including detailed implementation and/or phasing plans),
 - summary of results of the review, according to the project schedule.
 - reports will incorporate findings, conclusions, recommendations and work plans.
 - all presentations, materials and final reports will be provided to the Township in an electronic form acceptable to the municipality;
- The successful Proponent shall appear before Council to present final report(s).

Municipal Strategic Plan

- Engage and educate Council on the merits, benefits and process of corporate strategic planning as well as organizational planning and control systems and governance best practice.
- Review of background reports and guiding documents pertinent to updating the corporate strategic plan, identifying trends and patterns that are applicable, analyzing strengths, weaknesses, opportunities and threats;
- Proponents will provide detailed information on options for community and staff consultation that represent the most effective and efficient method of engaging stakeholders, and neighbouring communities in the strategic planning process given the Township's rural character and services;
 - Consultation program to include the development and administration of an on-line survey:
 - Consultant to create content and questions for online survey
 - Staff to post and publicize survey
 - Consultant to review and assess findings of survey
 - Consultation program is also to include two (2) public sessions to gather public input. Consultant to attend and facilitate sessions. Staff will

- facilitate advertising and promotion and logistics of sessions.
 - Facilitate two workshops with Council and the Township’s Senior Management team, one at the onset of Strategic Planning Process and one following the completion of analysis and consultation program.
- Develop a communication strategy for both the internal and external aspects of the project. The communication strategy shall identify holistic means of communicating with the public and target groups including presentations to the Township’s senior management team and Council at key project milestones;
- Lead and facilitate, with the assistance of Council and Senior Management, the strategic planning process that will result in a prioritized, action-oriented Municipal Strategic Plan, complete with key milestones and timelines, as well as defined goals, objectives that are realistic, achievable and measurable;
- Conduct a status review of the 2014-2018 Corporate Strategic Plan and its implementation;
- Identify key performance indicators and planning and control strategy for the Township aligned with the goals and objectives of the Corporate Strategic Plan ex. balanced scorecard.
- Prepare the Municipal Strategic Plan based on analysis of service level review, background reports and guiding documents, internal and external environmental assessment and consultation program for the Township’s review and approval. The Municipal Strategic Plan should include, at a very minimum, the following:
 - Executive Summary of the strategic planning process;
 - List of strategic issues relevant to the Township;
 - Core values and guiding principles to assist direction and guide decision making;
 - The Township’s Corporate Mission, Strategic Vision and related goals;
 - Recommended action plan to achieve strategic vision and goals, short and long term including annual review and;
 - Performance measurement tools.
- Develop a work/action plan to achieve the mandate of the RFP. Project Coordination, including regular meetings and status reports to keep the project on schedule and keep identified stakeholders apprised of the process.
- Once approved, a final report should include a consolidation of the work completed including reasoning for all decisions and recommendations ready for public review and presentation.

5. Timeframe of Project

The following is the proposed timing for this project:
 (This timetable may be changed by the Township at any time)

Release of RFP	Thursday, February 6, 2020
Last day for questions, errors or omissions from proponents	Thursday, February 13, 2020

Deadline for Final Addenda	Tuesday, February 18, 2020
RFP Closing	Friday, February 28, 2020
Evaluation of Proposals	Upon Closing of RFP submission
Proponent Presentations/ Interviews	Week of March 9, 2020
Award of Contract	Wednesday, March 25, 2020
Project Commencement	March 2020
Monthly Project Team Briefings	Monthly
Final Presentation to Council	Wednesday, September 23, 2020

The Township has requested funding from the Provincial Government through the Municipal Modernization Program, to assist with the Planning and Development Approvals Process Review. This program, should funding be received, outlines specific timelines for completion of the project. Should the Township be successful in receipt of funding for this component of the overall project the following timelines are required:

Draft Process Review Report presented to Council: May 13, 2020
Final Process Review Report presented to Council: June 17, 2020
Final Process Review Report submitted to Province: June 19, 2020

6. Project Requirements and Deliverables:

The successful Proponent will be required to provide a project plan that ensures cohesiveness of the three elements and proposes a creative, inclusive consultation plan including a breakdown of phases, tasks, deliverables and associated timing including stage gating for reviews.

7. Contents of Proposals

The Request for Proposal response submission shall include at a minimum the following information and shall be submitted in the same format outlined:

The submission contents included must be submitted in full in two (2) complete 8 ½ x 11 paper hard copies with binding, one (1) clearly marked 'original', one (1) clearly marked 'copy' and one electronic copy in a single, unrestricted PDF format on a CD or USB key:

1. Table of Contents, at the front of the submission
2. Completed Proponent Information Form
3. Company Background and Relevant Experience:
 - a) Provide an outline of your company background and experience in relation to this project;
 - b) Provide information on similar projects, which your company has been involved with, including references;

- c) Describe the unique strengths that your firm can bring to the project and how these set your firm apart from others.

4. Personnel Summary:

- a) Provide information related to the qualifications and experience of the personnel who will be assigned to work directly on this project, including resumes, documentation of accreditation and/or letters of reference.

5. Work Plan and Timelines

- a) Provide a detailed work plan of the services to be provided, including all of the tasks, milestones and timelines. Indicate the personnel responsible for each task. The timeline schedule should have sufficient details to clearly demonstrate a full understanding of the timelines associated with the completion of the project.

6. Completed Form of Proposal

7. Completed Schedule II – List of References

8. Completed Conflict of Interest Form

9. Completed AODA Declaration Form

10. Budget

- a) Provide a detailed budget sheet with number of hours, hourly rates and totals assigned to each individual personnel assigned to this project;
- b) Identify any out of pocket expenses & disbursements;
- c) Identify any sub-consultant(s) that will be used on the project and appropriately include their fees in the detailed budget sheet;
- d) Completed Schedule I – Budget

Part II Instructions to Proponents

1. Delivery of Proposals

The Form of Proposal, together with all supporting documentation, enclosed in an envelope bearing the name of the Proponent and sealed with the submission label provided herein affixed to the envelope, shall be received; date and time stamped at the Township of Oro-Medonte Admiration Office, 148 Line 7 South, Oro-Medonte, ON, L0L 2E0 no later than 3:00 p.m. (15:00 hours) local time, on the specified closing date.

Proposals time stamped after 3:00 p.m. (15:00 hours) are late and shall be deemed non-compliant and shall be returned to the Proponent unopened.

Proposals delivered in person, or by a courier service, without the submission label affixed to the envelope, or Proposals that are not delivered to the designated location by the Proponent or courier service may be rejected.

Delivery of the Proposals through a courier service shall be the responsibility of the Proponent and shall result in the Proposal being rejected if:

- a) the Proposal is not delivered to the location stated on the envelope;
- b) the Proposal envelope is delivered to the Township after the specified closing date and time.

All Proposals shall be irrevocable and shall remain open for acceptance, at the prices quoted, for up to ninety (90) calendar days from the closing date and time. In submitting a Proposal, each Proponent agrees that, notwithstanding anything to the contrary, the Township may notify the successful Proponent at any time within the ninety (90) calendar days that its Proposal has been accepted.

The time on the Township's Panasonic Network Telephone System at the Customer Service Representative's desk will determine the Closing Time of the RFP.

2. Electronic Submissions

Electronically transmitted submissions (facsimile, e-mail, etc.) will not be accepted for this RFP.

3. Proposal Schedule

Release of RFP	Thursday, February 6, 2020
Last day for questions, errors or omissions from proponents	Thursday, February 13, 2020
Deadline for Final Addenda	Tuesday, February 18, 2020
RFP Closing	Friday, February 28, 2020
Evaluation of Proposals	Upon Closing of RFP submission
Proponent Presentations/ Interviews	Week of March 9, 2020
Award of Contract	Wednesday, March 25, 2020

Project Commencement	March 2020
Monthly Project Team Briefings	Monthly
Final Presentation to Council	Wednesday, September 23, 2020

Note: Although every attempt will be made to meet all the dates, the Township reserves the right to modify any or all dates, and closing time at its sole discretion.

4. Competition Intended

It is the Township's intent that this Request for Proposal (RFP) permit competition. It shall be the Proponents responsibility to advise the Executive Assistant, Mayor & Council and CAO, in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received no later than seven (7) calendar days prior to the date set for RFP closing date and time.

5. Inquiries

All inquiries concerning this Proposal, including specifications, process and results are to be directed in writing (e-mail) through:

Corporate Services; Vanessa Cooper, Executive Assistant, Mayor & Council and CAO vcooper@oro-medonte.ca

Inquiries shall not be directed to any other Township employee. No clarification requests will be accepted by telephone.

A transcript of the questions and answers will be made available, via the method authorized for advertising the RFP, on or before the date as listed in this document.

Questions or clarification will be answered individually in writing in a transcript, but response(s) to any question that modified the scope of this document will be issued as an Addendum and circulated via the method authorized for advertising the RFP.

6. Addendum/Addenda

Addendum/Addenda if required will be issued by the Township and shall hereby form part and parcel of the Contract Documents. Failure to acknowledge Addendum/Addenda issued may result in a non-compliant submission. All Addendum/Addenda should be issued to the Proponents forty-eight (48) hours prior to the Closing date and time via the method of RFP listing. It is the responsibility of the Proponent to ensure they have received all Addendum/Addenda that have been issued.

The Township of Oro-Medonte will assume no responsibility for oral instructions or suggestions.

Prior to submitting their Proposal, Proponents should check the Township's website (www.oro-medonte.ca) to verify they have received all Addenda.

7. Site Meeting

A site meeting will not be required.

8. Mandatory Proposal Requirements

Failure to adhere to the following Mandatory Proposal Requirements shall result in the Proposal being declared a non-compliant Proposal:

- i. Proposals shall be received in a sealed envelope, as set out in the RFP, by the Owner prior to the stated Closing date and time;
- ii. Proposals shall be submitted complete and in the original Form of Proposal, as supplied, without any unauthorized alterations, additions, deletions or qualifying statements made to or provided with the Form of Proposal.
- iii. The Form of Proposal shall be 'original' with an 'original' signature(s) that is signed in the spaces provided by a duly authorized official of the Proponent;
- iv. The Proponent shall attend all mandatory site meetings, if applicable; and
- v. The Proponent shall be previously qualified, under a related pre-qualification process, if applicable.

If the Proposal is a joint submission of two (2) or more Proponents, a single Proposal is to be coordinated and submitted by one (1) Proponent, who shall be identified as the "Lead Proponent" and shall take full responsibility for all associated Proponents.

Signatures on behalf of a non-incorporated body or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal shall be affixed to the Form of Proposal adjacent to the authorized signature.

9. Checking of Proposals

Proposals opened are checked by Corporate Services to ensure that:

- i. the required Bid security is provided and properly executed, if applicable;
- ii. all Proposals submitted comply with the Mandatory Proposals Requirements;
- iii. all arithmetic extension calculations are correct;
- iv. where there is an obvious error in extensions, additions or computations, the Township shall be entitled to correct such errors based on the unit prices supplied,

and the corrected total shall be considered as representing the intention of the Proponent, and shall be used as the basis for comparison of Bids. For greater certainty, any failure by a Proponent to insert a unit price where required shall be deemed to be a \$ "0" value;

- v. all items as specified have been bid on;
- vi. all strikeouts, erasures or overwrites are initialed by an authorized person;
- vii. no claims or litigation proceedings have been instituted by the Proponent against the Township, or in turn by the Township against the Proponent; and
- viii. all addenda have been acknowledged on the Form of Proposal in the space provided.

In any of the above circumstances where there are obvious or patent errors such as misplaced decimals, the Owner shall consider the intent of the Proponent.

10. Late Submission

Proposals received after the closing date and time will not be considered during the selection process and will be returned unopened to the respective Proponent.

11. Proposal Opening

Proponents are advised there will not be a public opening for this Request for Proposal. Proposals received, by the date & time of closing, will be opened administratively by respective members of the Corporation and/or the Evaluation Team, at a time subsequent to the closing.

12. Amendment of Proposals

Proponents who have submitted a Proposal may amend it up to the Closing Date and Time by submitting a replacement Proposal. Amended Proposals must be sealed and submitted in accordance with all other requirements included in this document. The amended Proposal will clearly be marked "Amended" and should clearly indicate that it replaces any other submitted version. In the case of a discrepancy, the Township will deem the last Proposal received prior to the Closing Time, to be the valid Proposal.

13. Right to Accept or Reject Proposal

The Corporation of the Township of Oro-Medonte reserves the right to accept any Proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost Proposal, or any Proposal may not necessarily be accepted as per The Township of Oro-Medonte's Purchasing and Tendering Procedures By-law 2004-112, as amended. Township staff shall evaluate all Proposals received by the Closing Date and make evaluations and recommendations for acceptance.

The Tenderer is advised that the scope of works as required by this tender may be changed at the discretion of the Township as may be necessary due to budgeting constraints or in the best interest of the Township. Should the Township exercise this option, the unit prices bid shall prevail with no additional claims to be considered by the Township.

14. Proposal Evaluation

An Evaluation Committee will evaluate each of the Proposals received in accordance with the evaluation criteria as set out in the RFP Document. The Committee reserves the right to enter into further discussions in order to obtain information that will allow the Committee to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of The Township will be served.

15. Evaluation Criteria

It is the responsibility of the proponents to provide sufficient information in the Proposal to exhibit required abilities. Proponents are cautioned that organization of their response, as well as thoroughness is critical to the evaluation process. All required information should be furnished and presented in an organized, comprehensive and easy to follow manner. Selection of a Proposal will be based on, but not solely limited to, the following criteria and weighting:

Item	Evaluation Criteria	Points
1	Quality and Completeness of Proposal	15
2	Company Background and Relevant Experience	20
3	Budget	20
4	Work Plan, Methodologies, Timelines	30
5	Personnel Summary	5
6	Client References	10
Total Available Points Stage 1		100

Proposals will be assessed on the basis of information provided by the Proponent at the time of submission and shall take into account subsequent interviews with the Proponent as may be required.

Proposals may be considered for an interview. Note: Only teams that have completed work of a similar nature for municipalities, since January, 2015 will be considered.

Proposals will be evaluated on the basis of the following criteria. Each of the criteria will be scored 1 through 5 with 5, being the best score. The criteria is assigned a weighting factor that represents the significance relative to other criteria. The scores for the criteria will be multiplied by the weighting factor assigned and the results will be totaled out of 100.

Criteria:

Note: Refer to the Form of Proposal for specifics relating to content requirements of the Proposal.

1. Quality and Completeness of Proposal: Priority Factor: 3X	<u>1 2 3 4 5</u>	/15
2. Company Background and Relevant Experience: Priority Factor: 4X	<u>1 2 3 4 5</u>	/20
3. Budget: Priority Factor: 4X	<u>1 2 3 4 5</u>	/20
4. Work Plan, Methodologies and Timelines: Priority Factor: 4X	<u>1 2 3 4 5</u>	/30
5. Personnel Summary: Priority Factor: 2X	<u>1 2 3 4 5</u>	/5
6. Client References: Priority Factor: 3X	<u>1 2 3 4 5</u>	/10
Total Score	_____	out of 100

Proposal evaluation results are the property of the Township. The Township intends not to disclose evaluation results, under any circumstances, either before, during, or after the RFP process. An award of an Agreement, if any, shall be based on the evaluation results. By responding to this RFP, Proponents agree to accept the recommendations of the Evaluation Committee as final and binding.

16. Negotiations

The Township may award the contract on the basis of the proposals received, without discussion. Each proposal should therefore contain the Proponent’s best terms and complete detailed information.

The Township reserves the right to enter in to negotiations with any selected Proponent(s). If the Township and the selected Proponent(s) cannot negotiate a successful agreement, the Township may terminate the negotiations and begin

negotiations with the next selected Proponent(s). This process will continue until an agreement has been executed or all of the Proponent(s) have been rejected. No Proponent shall have rights against the Township arising from negotiations.

17. Presentation & Interview

The Township reserves the right to interview any or all of the Proponents that submit a Proposal to provide the Evaluation Committee with additional insight into the Proponent's ability to meet the requirements as requested in the RFP. If required, the interviews would be conducted by representatives of the Evaluation Committee at the Township of Oro-Medonte Administration Centre and shall follow this general format:

- a. Introduction of Proponent's Project Team (5 minutes)
- b. Proponent Presentation of the Proposal (15 minutes)
- c. Questions from Evaluation Committee (15 minutes)
- d. Questions from Proponents (5 minutes)

Proponents will be notified of the final format for interviews/presentations in advance.

18. Award Determination

Consideration for award shall only be undertaken in relation to Proponents who are determined by the Township to have satisfied all the requirements.

The Evaluation Committee hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- i. Recommend acceptance of a Proposal which is not the lowest Proposal submission, or recommend rejection of a Proposal that is the lowest Proposal even if it is the only Proposal received;
- ii. Recommend acceptance of the Proposal deemed most favourable to address the scope of work.
- iii. Recommend acceptance or rejection of any and all Proposals, whether in whole or in part;
- iv. Recommend acceptance or rejection of any unbalanced, irregular, or informal Proposals; or
- v. Recommend rejection of any Proponent who is involved in litigation with the Township.

The Evaluation Committee reserves the right to consider, during the evaluation of Proposals:

- vi. Information provided in the Proposal itself;

- vii. Information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- viii. 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 Proponent;
- ix. The manner in which the Proponent provides services to others;
- x. The experience and qualification of the Proponent's senior management, and project management;
- xi. The compliance of the Proponent with the Owner's requirements and specifications;
or
- xii. The Proponent acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant; even though 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, by reason of the Owner's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in Project, negligence, or otherwise.

19. Execution of Award

The Successful Proponent, if any, shall sign the Contract in triplicate (3), within seven (7) calendar days of written notification of acceptance.

The following completed documents, as listed, shall be submitted prior to or at the time of signing:

- a) Agreement signed and sealed in triplicate;
- b) Contract Security, if applicable;
- c) current Insurance Certificate;
- d) a current copy of the Workplace Safety and Insurance Board Certificate of Clearance;
- e) Payment Information, if applicable;
- f) AODA Declaration Form and;
- g) Any other documentation requested within this RFP.

20. Order of Precedence

The Successful Proponent understands that the Contract shall consist of the following documents, ranked in order of priority, from highest to lowest:

- a. The duly signed Agreement preceding the Schedules;
- b. Township's Change Orders (including any purchase orders issued for these Change Orders);
- c. the Schedules of the Agreement;

- d. any addenda to the RFP;
- e. the RFP Document;
- f. any modifications to the Proposal acceptable to the Township, in its sole discretion; and
- g. the Proposal submitted by the Proponent.

The Contract shall constitute the entire agreement between the parties pertaining to the subject matter of this RFP and shall supersede all prior agreements, understandings, negotiations and discussions, oral or written, between the parties or any documentation that may otherwise accompany the Work. Any conflict or inconsistency between the components of the Contract shall be resolved, to the extent of any conflict or inconsistency, in accordance with the order of authority stated above.

The Township reserves the right to include additional terms and conditions during the process of Contract negotiations. These terms and conditions shall be within the scope of the original RFP and Contract documents and will be limited to cost, clarification, definition and administrative and legal requirements.

21. Alternative Dispute Resolution.

- (a) If requested in writing by either the Township or the Proponent, the Township and the Proponent shall attempt to resolve any dispute between them arising out of or in connection with this Contract by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the project or in the business or other affairs of either the Township or the Proponent.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of the *Arbitration Act, 1991*, S.O. 1991, Chapter 17, as amended shall apply.

22. Contract Additions & Deletions

The Township reserves the right to add and/or delete any item(s) from the Contract. Deletions will not result in any penalty in any form.

23. Proponent Qualifications

Qualified Proponents are those which:

- have sufficient facilities and resources to meet the Township's needs;
- will provide all of the Township's Key Service Requirements;
- demonstrate reasonable flexibility and willingness to work with the Township as a business partner;
- have experience with clients requiring services of a similar scope and complexity as the Township of Oro-Medonte and provide contact details for these clients.

24. Proponent's Statement of Understanding

It is understood that Proponents have carefully examined all of the Contract Documents and have carefully examined the Work to be performed under the Contract if awarded. The Proponent also understands and accepts the said Contract Documents, and for the prices set forth in the Proposal to be firm for the length of the project.

25. Term of Contract

The term of contract will become effective upon award to the successful Proponent(s) and shall remain in effect for the entire period of the work.

26. Irrevocability of Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing time. Upon closing time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be deemed successful the Proponent will enter into a Contract with the Township.

27. Errors and Omissions

No oral interpretation shall be effective to modify any provisions of the Contract Documents. Any modification or clarification shall be by written Addendum. The Addendum(s) shall form part of the Contract Documents.

28. Proponents Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Township, if any. If the Township elects to reject all Proposals, the Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

29. Changes to Proposal Wording

The Proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the Township for purposes of clarification.

30. Price Components

All prices will be quoted in Canadian Funds.

Prices must be expressed in accordance with the unit of measure specified in the document.

Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Proponent to any specified destination within the limits of the Township, unless a breakdown is requested on the Schedule I Budget.

The Township reserves the right to correct patent computational or other mathematical errors evident on the face of the bid; however, unit prices will not be adjusted.

31. 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* ("MFIPPA").

All correspondence, documentation and information provided to staff of the Township by any Proponent in connection with, or arising out of this RFP, and the submission of any Proposal will become the property of the Township and as such is subject to MFIPPA, and may be released, pursuant to the Act. The Proponent's name at a minimum shall be made public upon request.

In-line with MFIPPA, Proponents are advised to identify in their Proposal material, any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Any information in the Proponent's submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Committee may be reproduced for the purposes of evaluating the Proponent's submissions to this RFP.

32. Bribery/Fraud

Should any prospective Proponents or any of their agents give or offer any gratuity or to attempt to bribe any employee of the Owner, or to commit fraud, the Owner shall be at liberty to cancel the prospective Proponent's Proposal and to rely upon the Bid Security submitted for compensation, if applicable.

33. Cancellation

- i. In the event the Successful Proponent does not comply with the specifications, terms and conditions, and scope of work, at any time throughout the duration of the Contract, the Contract shall be cancelled in accordance with the terms contained herein.
- ii. The Owner upon non-performance of Contract terms may cancel the Contract;

however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Proponent as part of their Proposal. The Proponent remains liable for the difference between the next acceptable Proposal of goods and/or service Proposal prices.

- iii. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action shall not prevent the Owner from taking early payment discounts otherwise applicable.

34. Insurance

The successful Proponent shall maintain and pay for Commercial General Liability Insurance with an insurer acceptable to the Owner. The coverage shall include premises and all operations liability to be performed by the Proponent. This insurance coverage shall be subject to limits of not less than **Two Million Dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

- i. The CGL policy shall include The Corporation of the Township of Oro-Medonte as an additional insured in respect to all operations performed by or on behalf of the Successful Proponent.
- ii. The Successful Proponent shall be entirely responsible for the cost of any deductible, which is maintained in any insurance document.
- iii. The Insurance Policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Owner.

In addition, Professional Liability Insurance is required, in an amount of not less than **Two Million Dollars (\$2,000,000)** inclusive per claim. All required insurance would be endorsed to provide the Township within 30 days advance written notice of cancellation or material change. The Service provider will provide the Township with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the Contract.

Where applicable the successful Proponent shall carry standard automobile and non-owned automobile liability insurance and shall protect themselves against all liability arising out of the use of owned or leased vehicles, used by the Successful Proponent, its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

35. Workplace Safety and Insurance Board (WSIB)

The successful Proponent shall be required to supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the Contract and thereafter upon request during the life of the Contract indicating that all of the assessments the successful Proponent or any sub-consultant is liable to pay under the Worker's Safety Insurance Board Act or successor legislation have been paid and they are in good standing with

the Board.

Effective January 1, 2013, Bill 119 legislates that all Consultants, Contractors and Sub-Contractors, categorized under Class G: Construction, shall have a WSIB account and clearance coverage prior to commencing any Contract.

Alternatively, if the Successful Proponent is an Independent Operator and is not categorized under Class G: Construction, the Successful Proponent **must** submit a letter from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act. If the Successful Proponent does not have Independent Operator Status, the Successful Proponent shall;

- I. Complete an Independent Operator Status Questionnaire upon being awarded the Contract; and,
- II. fund all costs associated with any appeal of a determination by WSIB that the proponent/contractor is not an Independent Operator; and,
- III. provide proof of Employer's Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence (provided either by WSIB or the successful Proponent's insurance provider).

The Successful Proponent acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this RFP. As such, the Township reserves the right to terminate all Contracts associated with this RFP if all appeals have been exhausted and the Successful Proponent is determined by WSIB or court or tribunal of competent jurisdiction to be an employee.

36. Regulation Compliance and Legislation

The Successful Proponent shall ensure all services and products provided in respect to this Contract are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- the Occupational Health and Safety Act and its regulations;
- the Workplace Safety & Insurance Act and its regulations;
- the Municipal Act and its regulations;

37. Laws of Ontario

Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

38. Indemnification

The Successful Proponent shall indemnify and save harmless the Owner, its Agents and employees from and against any and all liability whatsoever for losses, liens, charges, claims, demands, payments, suits, actions, recoveries and judgments (including legal

fees and expenses) of every nature and description brought or recovered against either the Owner, its Agents and employees, or the Successful Proponent by reason of a negligent act, error or omission of the Successful Proponent, its Agents, employee or licensees in providing the services, including, without limiting the generality of the foregoing, loss or damage to property, injury or the death of any persons, alleged copyright, patent or other intellectual property rights infringement or interference, defective design or damage to the environment.

39. Force Majeure

Neither party shall be responsible for any delay or failure to perform its obligations under the Contract where such delay or failure is due to fire, flood, explosion, war, embargo, Governmental action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last for longer than 30 calendar days, the Owner may terminate this Contract by notice to the successful Proponent without further liability, expense or cost of any kind.

40. Severability

Should any term or portion of this Contract be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.

41. Termination of Contract

The Owner may terminate this contract at any time without penalty upon giving written notice to the Proponent, if, in the sole opinion of the Owner, the Proponent is unable to deliver the service as required, the Proponent's performance of the service is persistently faulty or below the required standard, or, the Proponent becomes insolvent or commits an act of bankruptcy.

42. Termination by Notice

The Owner may terminate this contract at any time upon notice to the Proponent, whereupon the Owner shall only be liable for any Proponents fees and expenses for satisfactorily completed work up to the date of the termination and not thereafter.

43. Termination for Cause

The Owner reserves the right in its sole discretion to terminate this contract, in whole or in part, at any time, without penalty, expense or further liability of any kind:

- a. At any time, upon notice to the Proponent, for a major breach of the terms of this Contract by the Proponent;

- b. At any time, upon notice to the Proponent, following the failure of the Proponent to satisfactorily remedy, repair or replace any defector or deficiency in the Proponent's performance of the Contract, after having been given notice to do so by the Owner;
- c. At any time if the Proponent makes an assignment for the benefit of its creditors, a proposal of compromise with its creditors, a declaration of its voluntary bankruptcy or insolvency, a placing or its cessation or winding up of its business, in whole or in part;
- d. At any time if a Force Majeure event preventing performance of the Contract by either party continues for longer than thirty (30) consecutive days; or
- e. As otherwise provided in this Contract.

The Owner's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity or under this Contract.

44. Suspension of Work

The Owner may in its sole discretion at any time upon notice to the Proponent in writing suspend the performance of the Work, in whole or in part, for a specified or unspecified time.

Upon receiving notice of the suspension, the Proponent shall immediately suspend all operations concerning that identified portion of the Work except such Work as is necessary in the opinion of the Owner to care for, preserve and protect the Work.

During the period of suspension, the Proponent shall only be entitled to be reimbursed for its reasonable, proper and actual expenses in caring for, preserving and protecting the Work.

Should the period of suspension of the Work, in whole or in part, last longer than thirty (30) calendar days or such longer period as the parties may agree upon in writing, either party to the contract may consider the contract to be terminated by mutual agreement without further liability.

45. Suspension in Future

In the event the Proponent fails to provide quality service, equipment or personnel, as determined by the Owner in its Sole discretion, the Proponent may be deemed ineligible for similar work in future competitions for contracts issued by the Owner.

46. Failure to Comply with Owner Decisions

If the Proponent fails to comply with any decision or direction of the Owner made pursuant to the Contract, the Owner may, upon notice to the Proponent, employ such

methods as the Owner deems advisable to do that which the Proponent failed to do, at the Proponent's cost and expense.

The Proponent shall be liable for and shall upon demand pay to the Owner an amount equal to the aggregate of all costs, expenses and damages including the cost of any methods the Owner employed by reason of the Proponent's failure to comply as above.

47. Evaluation of Performance

At project completion, the Township will conduct an evaluation of the Proponents overall performance with input from the Township's Inspectors or consultants if applicable. This evaluation will be reviewed with the Proponent and recommendations will be put forward as to the Successful Proponent's overall suitability of future Township of Oro-Medonte work. It must also be noted that while overall performance is being evaluated, the Township reserves the right to suspend a Proponent for extreme or repeated inadequate grades on any issues related to health and safety, specifically items public safety and traffic control, compliance with all WSIB provisions, maintenance of employee safety standards, compliance Ministry of Labour regulations. The evaluation shall be placed on file and a copy will be provided to the Proponent. This information may be made available to persons requesting Owner references for the Contract.

The Proponent hereby authorizes the maintenance and release of this information.

48. Time is of the Essence

The Owner shall have the right to cancel at any time any project or any part of any project resulting from this RFP in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto. **"Time is of the essence"**.

49. Safety Standards

It is the responsibility of the Successful Proponent to Work in a safe and orderly manner so as not to constitute any safety hazards.

50. Non-Waiver

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Successful 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 or 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 Successful Proponent shall not relieve the Successful Proponent of his/her obligations to do that Work.

51. Non-Assignment

The Successful Proponent may not assign this Contract nor any Work to be performed under this Contract or any part hereof without the prior written consent of the Owner. Such written consent however shall not under any circumstances relieve the Successful Proponent of his/her liabilities and obligations under this Contract and shall be within the sole and unfettered discretion of the Owner.

52. Emergency Telephone Number

Prior to commencing, the Work, the Successful Proponent shall provide the Owner with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the Contract.

53. Personal Property Security Act

The Successful Proponent warrants that the goods/inventory/equipment being supplied to the Owner, are free and clear of all liens, charges, encumbrances, mortgages, hypothecations, copyright, patents or any third-party statutory claims.

54. Confidentiality of Information

Proponents receiving this RFP may not use, disclose, or duplicate it for any purpose other than to prepare a response. Proponents shall keep the Township data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of the Township. Receipt of this RFP does not entitle the Proponent to associate its services with the Township in any way, nor represents in any way that the Township has employed or endorsed the Proponent's services. Any such association or endorsement being contemplated by the Proponent must receive the prior written approval of the Township.

The Township will not disclose or share a Proponent's response to this RFP with other Proponents or other organizations.

The submission of a Proposal indicates acceptance by the Proponent of all of the conditions contained in this Request for Proposal unless clearly and specifically noted in the Proposal submitted and confirmed in the formal Contract between the Township and the Successful Proponent. Deviations from the Request for Proposal must be clearly identified in the written submission. Proposals are subject to a formal Contract being negotiated, prepared and executed. The Township reserves the right to negotiate the terms and conditions of the Contract.

55. Conflicts of Interest

Proponents(s) shall disclose, in their submission, all perceived, potential, and actual Conflicts of Interest. For the purposes of this RFP, "**Conflict of Interest**" includes:

- any situation or circumstances where, in relation to this RFP and/or the Contract, the Proponent(s) other commitments, relationships or financial interests could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any personnel of the Evaluation Committee or the Township;
- any situation or circumstances where any person(s) employed by the Township in any capacity;
- has a direct or indirect financial interest in the award of the Contract to any Proposal(s);
- is currently employed by, or is a sub-contractor or a consultant to a Proponent(s);
- is negotiating or has an arrangement concerning future employment or contracting with any Proponent(s);
- has an ownership interest in, or is an officer or director of, any Proponent(s).

If a Proponent(s) discovers, at any time, any perceived, potential, or actual Conflicts of Interest, the Proponent(s) shall promptly disclose the Conflict of Interest by sending a written statement clearly identifying the conflict to the CAO's Office (Corporate & Strategic Initiatives).

Failure of any Proponent(s) to comply with this section may result in the disqualification of the Proponent(s) and the rejection of its submission.

Without limiting the generality of the Township's rights, the Township may, in its sole discretion:

- exclude any Proponents(s) and its submission on the grounds of Conflict of Interest;
- waive any and all perceived, potential or actual Conflicts of Interest upon such terms and conditions as the Township, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

In the event any Proponent(s) is found to be in a potential Conflict of Interest during the term of the Contract, the Proponent shall disclose the said conflict immediately. The Township reserves the right to request any Proponent(s) cure the conflict to the Township's complete satisfaction. Failure to cure the conflict shall result in disentitlement to any compensation under this Contract.

56. Township Not Employer

The Proponent agrees that The Corporation of the Township of Oro-Medonte is not to be understood as the employer to any Successful Proponent nor to such Successful Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFP. It is understood that the Successful Proponent will act as an independent contractor.

57. Purchasing and Tendering Procedures By-Law 2004-112, By-Law 2012-216

It is the responsibility of all Proponents to become familiar with and comply with The Township of Oro-Medonte Purchasing and Tendering Procedures By-law. The Township's Purchasing and Tendering Procedures By-law can be found on Township's website: www.oro-medonte.ca

58. Working Language

The working language of the Township of Oro-Medonte is English and all responses to this Request for Proposal must be English.

59. Intellectual Property

All information and data, in any form, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Proponent, its employees or agents during the performance of and/or pursuant to this work shall automatically become the property of the Township. Proponents and their employees and agents each agree to sign whatever documentation may be necessary to give full force and effect to this paragraph.

60. Accessibility

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Section 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service provider's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use assistive device equipment that is available on the premises that may help in the provision of accessible goods or services
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services

5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide services to the public on behalf of the Township of Oro-Medonte must meet the requirements of Ontario Regulation 429/07 with regard to training under the *Accessibility for Ontarians with Disabilities Act* (AODA).

A document describing your training policy or procedure, a sample copy of training and details of training dates and attendees **may be** required to be submitted to the Township prior to the commencement of any work.

61. Township of Oro-Medonte Payment Terms

The Township payment terms are 30 days from receipt of Invoice.

Harmonized Sales Tax (HST) is an extra and shall be identified separately in the Contract Documents and on all invoices.

Contract Payments

1. Progress Payments

Monthly statements are to be prepared based on the progress in completion of each component.

2. Progress Reports

Monthly progress reports shall be submitted by the Consultant in a format acceptable to the Township and include, but are not limited to the following information:

- i. Work progress in the form of a Gantt Chart showing the baseline schedule and the percentage completion to date of each task/activity and the overall percentage progress of the Contract;
- ii. Areas where progress are on or ahead of schedule and areas where progress are behind schedule;
- iii. Measures taken/proposed to be taken, where necessary, to bring the work progress back on schedule;
- iv. Any claims for extension of time due to unforeseen circumstances or extra payment due to changes in contractual obligations during the previous payment period; and

- v. Payments may be deferred, at the Township's option, until the progress reports are submitted to the Township (payment is Net 30 days)

Form of Proposal

Township of Oro-Medonte
148 Line 7 South, Oro-Medonte, ON L0L 2E0

RFP#: CAO 2020-01

Service Level Review, Strategic Plan, and Planning & Development Approvals Process Review

Documents to Be Enclosed with This Form of Proposal

- Complete Contents of Proposal
- Proponents Information Form Signed & Sealed
- Schedule II - List of References
- Conflict of Interest Form
- AODA Declaration
- Budget

Upon Award

- W.S.I.B Certificate (upon award)
- Certificate of Insurance (upon award)
- Other information to be included

Proponents Information Form

Proponents must complete this form and include with their Submission.
Please ensure all information is legible.

1.	Company Name	
2.	Proponent's Main Contact Individual	
3.	Address (include postal address)	
4.	Office Phone #	
5.	Toll Free #	
6.	Cellular #	
7.	Pager #	
8.	Fax #	
9.	e-mail address	
10.	Website	
11.	HST Account #	
12.	Will you accept payment by Visa?	YES: <input type="checkbox"/> NO: <input type="checkbox"/>

Acknowledgement of Receipt of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda

Addendum #	Date Received
# _____	_____
# _____	_____

Check here if no Addendum received.

Conflict of Interest

Prior to completing this portion of the Form of Proposal, Proponents(s) should refer to the definition of Conflict of Interest set out in the RFP.

Check the box that applies:

The Proponent(s) declares that there **is not** an actual or potential Conflict of Interest relating to the preparation of its Proposal and/or the Proponent(s) do not foresee an actual or potential Conflict of Interest in performing the services required under the Contract.

The Proponent(s) declares that there **is** an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent(s) foresees an actual or potential Conflict of Interest in performing the services required under the Contract.

If the Proponent(s) declares an actual or potential Conflict of Interest by marking the box above, the Proponent(s) must set out below details of the actual or potential Conflict of Interest:

The Proponent(s) agrees that, upon request, the Proponent(s) shall provide the Township with additional information on the Conflict of Interest.

To The Corporation of the Township of Oro-Medonte, hereafter called the "Owner":

I/We _____ the undersigned declare:

1. That I/We represent that no person, firm or organization, other than the Proponent, has any interest in this Proposal or in the proposed Contract for which said Proposal is made.
2. That I/We declare that there is no perceived, potential, and/or actual Conflicts of Interest relating to the preparation of this Proposal and/or I/We do not foresee an actual or potential Conflict of Interest in performing the services required under the Contract, unless otherwise declared.
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. I/We represent that no member of the Council, 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 Proposal, or in the supplies, Work or business in connection with the said Proposal, 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 an agreement to supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Proposal, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Proposal herein.
7. That additions or alterations to or deductions from the said Proposal, 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 Proposal 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 Proposal is executed by the awarded Proponent for the said Work or Ninety (90) Calendar 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 the Proposal is accepted, I/We agree that the Contract shall constitute the entire agreement between the parties and shall supersede all prior agreements, understandings, negotiations and discussions, oral or written, between the Proponent and the Owner or any documentation that may otherwise accompany the Work. Any conflict or inconsistency between the components of the Contract shall be resolved, to the extent of any conflict or inconsistency, in accordance with the order of authority stated in Order of Precedence in this RFP.

10. That if the Proposal is accepted, I/We agree to furnish all documentation, security and certifications as required by the Proposal and to execute the agreement in triplicate within **seven (7) calendar days** after notification of award. If I/We fail to do so, the Owner may accept the next highest ranked or any Proposal or to advertise for new Proposals, 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 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 their 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.

11. 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 Proposal of which the Proponent is not the patentee, assignee, or licensee.

12. I/We hereby accept and agree that the Total Proposed Price (including HST) as stated in the Form of Proposal will form an integral part of this contract.

13. The Proponent hereby accepts and agrees that the Addenda referred to in this document form an integral part of this contract.

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

Proponent's Signature and Seal: _____

(I have authority to bind the

company) Position: _____

Witness: _____ (If not
under seal)

Position: _____

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

Dated at the _

(City/Township)

This _____ day of _____ 2020.

Schedule I – Budget

**Service Level Review, Strategic Plan, and Planning & Development Approvals
Process Review**

The Total Proposed Pricing shall be all inclusive, including but not limited to, mileage, disbursements, and travel time. Please include the breakdown of costs for fabrication and installation per sign.

Description	Price
Municipal Core Service Review	\$
Municipal Strategic Plan	\$
Planning and Development Approvals Process Review	\$
Subtotal	\$
HST	\$
Total Proposed Pricing	\$

The Total Proposed Price (excluding HST):

_____ *Dollars*

(\$ _____),
in lawful money of Canada.

Inserted price in words take precedence over numeric

Schedule II - List of References

The Proponent shall provide below three (3) separate references other than the Township, having purchased a similar size and design of goods and/or services as specified herein for a previous 5 (five) year period from the issuance of this document.

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: Prime Consultant <input type="checkbox"/> Sub Consultant <input type="checkbox"/>	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
n the project did your firm act as: Prime Consultant <input type="checkbox"/> Sub Consultant <input type="checkbox"/>	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: Prime Consultant <input type="checkbox"/> Sub Consultant <input type="checkbox"/>	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Reference Release Form

I _____(authorized signatory for the Proponent) authorize the Township to contact the person and/or organization listed on the List of References, for the purpose of obtaining information relating to the Proponent and Project.

The Township reserves the right to call references if in its sole discretion finds a need to do so. The Township reserves the right to check other references other than listed herein.

If the Township is unable to obtain a satisfactory reference or if the reference does not respond to the reference call or if the reference chooses not to comment, the reference will be deemed unsatisfactory.

Part IV Agreement

Draft – Amended Upon Award

Terms and Conditions of Professional Services Agreement (Short Form)

This Agreement made this _____ day of _____ 2020.

Between

The Corporation of the Township of Oro-Medonte hereinafter called the “Owner”,

And

hereinafter called the “Proponent”

Whereas the Owner has awarded to the Proponent the Proposal for;

RFP # CAO 2020-01

Service Level Review, Strategic Plan, and Planning & Development Approvals Process Review

According to the terms and conditions herein referred to, the Proponent having put in a Proposal therefore, a copy of which is hereto annexed, which Proposal was accepted by the “Owner” on the;

_____ day of _____ 2020.

Scope of Work

1. The Corporation of the Township of Oro-Medonte (“Township”) hereby retains the Consultant/Contractor to provide the Services as specified below and in the Township’s Request for Proposal document (“RFP”) under the general guidance and direction of the Township:

The Proponent shall provide the Township with details for the Service Level Review, Strategic Plan, and Planning & Development Approvals Process Review as detailed in Part I-Project Terms of Reference Sections 4 through 6 of RFP # CAO 2020-01.

2. The Proponent agrees to supply, at its sole cost and expense, all staff, equipment and technical assistance necessary to perform the Services as stipulated herein.

Contract Documents and Order of Precedence

1. The Professional Services Agreement (“Agreement”) shall consist of the RFP, the Proponent’s Proposal and these Terms and Conditions. In the event of conflicts or inconsistencies between these documents, the terms of these Terms and Conditions shall prevail over the RFP and the Proposal, and the terms of

the RFP shall prevail over the Proposal.

Fees and Disbursements

1. The Township shall pay to the Proponent as full payment and compensation for the Services an amount not to exceed the upset limit of the Total Proposed Pricing by the Township, including all disbursements but excluding the harmonized sales tax. No payment in excess of this amount shall be made without the Township's prior written authorization.
2. During the term of the Agreement, the prices quoted by the Proponent are not subject to change without the prior written consent of the Township and the Proponent shall not be entitled to any increases in the upset limit or to the prices for any of the individual items.
3. Provided that the Consultant is not in default of its obligations under the Agreement, and provided that the Township does not dispute the invoice submitted by the Consultant, the Township shall pay each invoice submitted within thirty (30) days of receipt. The Consultant shall not be entitled to any interest upon any payments made by the Township beyond the 30-day period.

Workplace Safety and Insurance Board (WSIB)

1. The Consultant must be in good standing with the Workplace Safety and Insurance Board and shall furnish the Township with satisfactory evidence, in the form of a valid WSIB Clearance Certificate, prior to commencement of the Services under the Agreement, upon presentation of a final invoice and at any other time during the Agreement at the Township's request.
2. The Consultant shall maintain its WSIB Insurance or pay such assessments as will protect the Consultant and the Township from claims under Workplace Safety and Insurance Act, and, from any other claims for damage from personal injury, including death, which may arise from the Consultant's performance under the Agreement.
3. In the event that the Consultant is not required by law to be registered with WSIB, confirmation of employer's liability insurance in the amount of \$2 million (\$2,000,000.00) is required. Such coverage shall be confirmed by a Certificate of Insurance.

Compliance with Laws

1. The Consultant acknowledges that it is aware of the provisions of the Occupational Health and Safety Act (Ontario), the Environmental Protection Act, the Human Rights Code, the Pay Equity Act (Ontario), and any other applicable Federal, Provincial, and/or Municipal statutes, regulations, policies and guidelines thereunder and agrees to comply with, and cause to be complied with, the provisions thereof as such statutes, regulations, policies and guidelines may be amended or replaced from time to time.
2. The Consultant shall do, shall cause to be done, shall refrain from doing, and/or

shall prohibit from being done, any act or thing as directed by the Township if, at any time, the Township considers that any situation or condition is unsafe, damaging to the environment or contrary to the provisions of any applicable statutes, regulations, policies or guidelines.

Records and Audit

1. The Township shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the Consultant, including, but not limited to those kept by the Consultant, its employees, agents, assigns, successors and subcontractors. The Consultant shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least two years following the completion of the Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Township, through its employees, agents, representatives, contractors or other designees, during normal business hours at the Consultant's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in the Township of Oro-Medonte, Ontario, which is convenient for the Township.

Use of Work

1. Notwithstanding any other provisions of the Agreement, the Township shall have the right to take possession of, and use, any completed or partially completed portions of the work.
2. The Township shall retain exclusive ownership in all components and deliverables created solely under this Agreement and shall own any copyright and patent directly related to and developed solely pursuant to this Agreement.

Quality Control and Quality Assurance

1. The Consultant warrants that it shall perform the Services with the requisite degree of skill and competence to satisfy the Township's requirements as stipulated in the Agreement.
2. The Township reserves the right to monitor the performance of the Consultant and to issue directives to the Consultant to remedy any condition which the Township considers to be detrimental to provision of the Services, which the Consultant shall be required to carry out within the timeframe stipulated by the Township.
3. At any time during the course of the Agreement, the Township may direct the Consultant to immediately remove a staff member and replace them with another staff member acceptable to the Township.

Changes and Alterations and Additional Services

1. The Consultant shall not change or deviate from the scope of Services without the prior written consent of the Township. In the event that the Consultant undertakes a change or deviation in the scope of Services without the prior written consent of the Township, it shall not be entitled to any additional payments.

Assignments and Subcontracts

1. It is understood and agreed that the Consultant will be an independent contractor and that the employees or agents of the Consultant will perform all services offered. Subcontracting agreements made by the Consultant will not release the Consultant from any obligation to the Township with respect to the performance of its obligations under the Agreement.
2. The Township must grant prior written approval for any assignments and all subcontracts which may be granted on such terms, as the Township deems advisable. The Township's consent to any assignment or subcontract shall not release the Consultant from its duties and obligations under the Agreement.

Damages and Set Off

1. If the Township should suffer damage because of any wrongful act or neglect of the Consultant or of anyone for whom the Consultant is responsible in law, then the Township shall be reimbursed by the Consultant for such damage.
2. Services which have not been performed to the Township's satisfaction in accordance with the Agreement, whether the result of poor workmanship or through carelessness or other acts or omissions of the Consultant or any of its subcontractors, shall be promptly rectified in accordance with the Agreement at the Consultant's expense.
3. In the event that any portion of the Services is not performed in accordance with the Agreement or is not satisfactory to the Township, the Township may retain, as a holdback, an amount equal to the Township's estimated cost to perform the Services in a satisfactory manner, until the Services have been completed to the satisfaction of the Township.
4. In addition to the rights set forth above, the Township shall have the right to set-off against the monies due or which may become due to the Consultant under the Agreement, any amounts owing by the Consultant to the Township.

Suspension or Termination

1. The Township may, at any time by notice in writing to the Consultant, suspend or terminate the Services, or any portion thereof. Upon receipt of such notice, the Consultant shall perform no further Services and shall not be entitled to any payment for additional work beyond that date, nor for lost profits or any consequential damages as a result of the termination.

2. In addition to the above, if the Consultant should become bankrupt or insolvent, or if a receiver is appointed because of its insolvency, or if the Consultant transfers, assigns or otherwise disposes of its interest in the Agreement or any part thereof without the prior written authority of the Township, the Agreement shall terminate as of the date of the any such event and the Township shall pay for the Services rendered and disbursements incurred by the Consultant to the date of termination.
3. Upon termination of the Agreement, all documentation relating to the Project shall be delivered to the Township including all work product, drawings, paper and electronic files, and the Consultant shall not be entitled to payment until it has provided the Township with all such documentation.
4. All duties and obligations of the Consultant with respect to Services provided up to and including the date of termination shall survive termination of the Agreement.

Indemnification

1. The Consultant shall indemnify and save harmless the Township, its directors, officers, council members, partners, agents and employees from and against all claims, demands, actions, losses, expenses, suits, proceedings, costs or damages of every nature and kind whatsoever which the Township, its directors, officers, council members, partners, agents and employees may suffer as a result of the acts, error or omissions of the Consultant, its employees, officers, subcontractors or agents in the performance of the Agreement, including, but not limited to any suits or proceedings (including by any government agency) arising as a result of any violation or alleged violation of any statutes or regulations, policies and guidelines thereunder, and any legal costs associated therewith.

Insurance

1. Without restricting the generality of the section on Indemnification, the Consultant shall obtain, maintain, pay for and provide evidence of the following insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and not otherwise excluded by the Township's Director, Finance/Treasurer/Deputy CAO:

a) Commercial General Liability Insurance

Commercial General Liability ("CGL") Insurance shall include as an additional insured, the Township of Oro-Medonte, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof.

b) Automobile Liability Insurance

Automobile Liability Insurance in respect to owned and non-owned vehicles shall have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence and shall protect against all liability arising out of the use of

owned or leased vehicles, used by the Consultant, its employees or agents.

c) Professional Liability Insurance

Professional Liability Insurance shall have limits of not less than two million (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and thereby excluded under the CGL policy.

The form of all insurance to be provided herein, shall in all respects be satisfactory to the Township's Director, Finance/Treasurer/Deputy CAO and shall be maintained continuously from either the commencement of the services or the signing of the Agreement, whichever is sooner. The policies shall be endorsed to provide the Township with not less than thirty (30) days written notice in advance of cancellation, change or amendment restricting coverage.

Confidential Data

1. The Consultant shall not divulge any specific information as confidential, communicated to or acquired by it, or disclosed by the Township in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project without the approval in writing of the Township.

Claims and Disputes

1. Should the Consultant wish to claim additional compensation arising out of a change to the scope of Services or for any other reason, it shall provide the Township with written notice of this claim within five (5) business days of becoming aware of the claim, failing which, it shall not be entitled to any compensation for such claim. In the event of any claims or disputes between the parties, the Consultant will continue to perform the Services without interruption, if so directed by the Township, pending the resolution of the claim/dispute.

General Requirements

1. Time shall be of the essence of the Agreement.
2. Any notice given pursuant to the Agreement may be delivered by facsimile transmission, electronic mail or mailed by prepaid registered mail to the addresses designated by the respective parties. If delivered, the notice is effective on the date of delivery, and if mailed, the notice is effective on the fifth (5th) business day following the day of mailing.
3. The Agreement shall ensure to the benefit of, and be binding upon, the Township, the Consultant, their heirs, executors, administrators, successors and permitted assigns.
4. The Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, agreements, arrangement or understandings, oral or written, and all other communications between the parties, relating to the subject matter of the Agreement, except as

Part V

Appendices

Proponent Payment Information

Accessibility for Ontarians with Disabilities (AODA)

Contract Change Orders

Letter of Credit

Notice of “No Proposal”

Submission Label

Payment Information

Vendor Name: _____

Please Note: The Township currently uses a Direct Deposit form for payment. If you are the successful Proponent, we will provide you with link at that time.

Alternately, to ensure the accuracy of our account information, you must attach a void cheque and complete the following financial information:

Name of Financial Institution:

Address of Financial Institution: _____

Account Information:

--	--	--	--	--

Bank Code

--	--	--	--	--	--

Transit Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Number

Remittance Information

Contact person: _____

E-mail address: _____

Name: _____

Title/Position: _____

Phone: (____) _____

Fax: (____) _____

Signature: _____

Date: _____

Accessibility for Ontarians with Disabilities (AODA)

The Accessibility for *Ontarians with Disabilities Act*, 2005 and Regulations under this Act were enacted to improve accessibility for persons with disabilities. This legislation applies to public sector organizations such as the Corporation of the Township of Oro-Medonte as well as to private companies and organizations that provide goods and services on behalf of the Township.

The Township of Oro-Medonte is committed to ensuring legislative compliance and providing persons with disabilities consistent opportunity and access to Township goods, services, and facilities. Accordingly, the Township has adopted policies, procedures, and practices that address integration, independence, dignity, and equal opportunity.

The Accessibility Standards for Customer Service Regulation (O. Reg. 429/07) was developed to ensure that all customers can access goods and services and that their individual disability needs are met while accessing an organization's goods and services. This Regulation requires that obligated organizations ensure that every person who deals with members of the public or other third parties on their behalf, whether as an employee, agent, volunteer, or otherwise, receives training. The Regulation outlines the required training components. All public sector and private organizations were required to comply with this Regulation by January 1, 2012.

The Integrated Accessibility Standards Regulation (O. Reg. 191/11) includes requirements for information and communication, employment, transportation and the design of public spaces in the built environment, as well as general accessibility requirements. Public sector organizations and private businesses must comply with this Regulation. Commencing in 2014, organizations must ensure that training is provided on the requirements of this Regulation and the Ontario Human Rights Code as it pertains to persons with disabilities to all employees, volunteers and those who provide goods, services or facilities on behalf of the organization.

The Township of Oro-Medonte and all agents and contractors must comply with the OADA and its Regulations. Failure to comply with the Act may result in administrative penalties pursuant to Parts IV and V of the Act.

The Township may request that agents and contractors provide records of training and confirmation of compliance with the Act and its Regulations. Links are provided below to assist with compliance. Your co-operation and support are essential to increasing accessibility for persons with disabilities.

AODA Declaration Form

I, the undersigned, in submitting the Accessibility Compliance Form (hereinafter "form") to the Township of Oro-Medonte do hereby make the following statements that I certify to be true and complete in every respect. I certify, on behalf of

(Corporate Name of Proponent, hereinafter

"Proponent") That

1. I have read and understand the contents of this form;
2. I understand that if this form is found not to be true and complete in every respect, the Corporation of the Township of Oro-Medonte has the authority to discontinue the services of the Proponent;
3. I am authorized by the Proponent to sign this form and to submit the form on behalf of the Proponent;
4. I acknowledge that as a vendor of the Corporation of the Township of Oro-Medonte that I/we are required to comply with the Accessibility for Ontarians with Disabilities Act, 2005 and all Regulations under this Act, as amended from time to time;
5. I declare that I/we have reviewed, understand and will meet all accessibility Acts and Regulations, as amended from time to time;
6. I declare that I/we will undertake to ensure that all employees, agents, sub-contractors, and volunteers hired by the Proponent in completion of our work will also comply with accessibility legislation.

Proponent's Signature: _____
(I have authority to bind the company)

Position: _____

Dated this _____ day of _____ 2020.

Contract Change Order Sample



CONTRACT CHANGE ORDER NO.

DESCRIPTION: _____

PURCHASE ORDER No.: _____

REQUESTED BY: _____

DEPARTMENT: _____

The following description of work(s) and/or material(s), associated cost(s) have been approved and agreed upon by both signing parties;

The authorized changes, as stated, are subject to all provisions of the contact:

1. Revised Contract Price \$ _____
2. HST \$ _____
3. Sub Total Extra's \$ _____

With a completion and/or delivery date of _____ / _____ weeks.

Made this _____ day of _____ 20_____.

Original Contract Price: \$ _____

THE ABOVE MENTIONED CONTRACT IS HEREBY AMENDED BY SUM OF:

With a completion and/ or delivery date: _____

The Corporation of the Township of Oro-Medonte

Consultant/Supplier

PER: _____

PER: _____

POSITION: _____

POSITION: _____

Instructions for Use for Change Orders (if applicable)

1. This form is to be used for all changes in the work that involve changes in price including any such changes covered by Certificates of Equality.
2. All additional or extra work and changes in the work must be authorized by the Owner. Cases may arise when instructions on changes must be given to the Contractor right away to avoid damage or expensive delay. If the change is of a minor nature, the Resident Engineer or Inspector may proceed but should inform the Owner's Project Manager without delay. If the proposed change is more costly or if there is doubt about its desirability, it should be cleared with the Project Manager by telephone. Whenever possible, the price should be agreed upon prior to the commencement of the work.
3. A change in the amount of a unit price item in the Schedule of Items and Prices as a result of the measured quantity differing from the estimated quantity does not require the issuance of a change order specifically for that item. The change in amount will be covered by the last (Final Measurement) change order issued for the contract, as explained in para. 11 below.
4. Extra work carried out on the direction of the Owner requires the issuance of a change order. The change order must identify the work and shall give the quantities, prices and amounts involved.
5. When work is to be performed on a cost-plus or unit-price basis and the exact cost will not be known until the work has been completed, the change order should be headed "COST-PLUS" or "UNIT PRICES", as the case may be, and the estimated cost should be shown. The estimated cost is NOT to be included under "Total Additions" or "Total Deductions", nor is the "Balance of Contingency Allowance" or the Contract Price to be changed. When the work covered by the change order has been completed, a further change order is to be prepared giving the final cost. It will be given a new number and this number will be followed by the original number suffixed by "a"; e.g., if the change order giving the estimated cost is No. 7 and if when work has been completed 11 change orders have been issued, the change order showing the completed cost will be numbered 12.7a.
6. Change orders should be set out clearly. If the reason for the issuance of a change order is not clear from the change order itself, one copy of an explanation should be sent to the Owner with the change order. Change orders must state the quantities or estimated quantities involved and must state how the price or prices were arrived at. Quotations obtained from the Contractor or sub-contractors should give adequate breakdowns, and mark-up percentages must be in accordance with the Contract (see Section of the General Conditions

- headed "Valuation of Variations.").
7. Only related changes are to be included in the same change order. Unrelated items should be covered by separate change orders.
 8. Change orders should be submitted promptly to the Owner for approval during the period of construction and should not be accumulated in batches or have their submission delayed to the end of the job.
 9. The Consulting Engineer should give careful consideration to the matter of whether an extension of the Time for Completion should be given on account of a change order. His recommendation should be given to the Engineer when forwarding the change order to approval. If it is difficult or impossible to decide at the date of issuance of the change order what would be a reasonable extension to give, this should be stated and the matter should be discussed with the Engineer at a suitable date.
 10. Additional or extra work will be paid for out of the Contingency Allowance without immediately changing the Contract Price. Only when the Contingency allowance has been used up or when the Final Measurement change order is prepared will the Contract Price be changed.
 11. On contracts that include unit price items, the last change order issued should be headed "Order No.? (FINAL MEASUREMENT)." The description will be "adjust quantities and amounts of all unit price items in the Schedule of Items and Prices in accordance with the final measurement". The amount of the change order will be the net addition or deduction due to the final measurement, and the Contract Price will be shown in the bottom right-hand corner of the form as "Final" instead of "revised to date".
 12. Attached to each copy of the change order should be a copy of the detailed final measurement set out item by item as in the Schedule of Items and Prices showing the estimated quantities, unit prices, amounts, final quantities, final amounts, adjustments in quantities and amounts and the net total of all other change orders approved. This is to be typed on the Owner's "FINAL MEASUREMENT" forms.
 13. The Owner will require the original and one copy of the change order. Sufficient additional copies should be submitted to fulfil the requirements of the Consulting Engineer and the Contractor. All copies shall be signed by the Contractor and the Consulting Engineer before being submitted to the Agency. When the change order has been approved, all but the original and one copy will be returned to the Consulting Engineer for distribution.

Proposal Irregularities

Item	Irregularity	Response
1	Late Proposals	Automatic rejection, not read publicly and returned unopened to Proponent
2	Unsealed Envelopes (Tender or Other)	Automatic rejection
3	Amount on deposit cheque incorrect	Automatic rejection
4	All required sections of Proposal documents not completed	Automatic rejection unless, in the consensual opinion The Finance Department, Director in charge of RFP solicitation, Clerk or Treasurer, the incomplete nature is trivial or insignificant and does not affect the total price.
5	Proposals not completed in Ink, typewritten or automated printers	Automatic rejection
6	Incomplete, illegible or obscure bids or Proposals which contain additions not called for	Automatic rejection
7	Erasures, alterations, or strike-out errors or irregularities of any kind	May be rejected, unless such changes clearly exhibit the Proponent's intent, as such two (2) business days shall be given to rectify
8	Failure to attend mandatory site visit	Automatic rejection
9	Proposals received on documents other than those provided in RFP or requested	Automatic rejection
10	Pricing or signature pages missing	Automatic rejection
11	Part Proposals (all items not bid)	Acceptable unless complete Proposal has been specified in the request.
12	Documents in which all necessary Addenda, which have financial implication, have not been acknowledged	Automatic rejection
13	Documents in which all necessary Addenda, which have informational content, have not been acknowledged	Two (2) business days to acknowledge
14	Proposals received on documents other than those provided in the Form of Proposal by the Township of Oro-Medonte	Automatic rejection

15	Proposals received without proper label used	Acceptable if officially received on time
16	Failure to insert the Proponent's business name in the spaces provided in the Form of Proposal	Automatic rejection
17	Failure to include signature of the person authorized to bind the Proponent in the space provided in the Form of Proposal	Automatic rejection
18	Conditions placed by the Tenderer on the Total Contract Price	Automatic rejection
19	Qualified Proposals (Proposals qualified or restricted by the attached statement)	Automatic rejection unless, in the consensual opinion of The Finance Department, Director in charge of Proposal solicitation, Clerk or Treasurer or designates, the qualification or restriction is trivial or not significant and does not affect the total price.
20	RFP clearly states that an award may be made for individual items.	Proposals may be rejected except when the RFP clearly states that an award may be made for individual items (contracts such as equipment rental or some material contracts which are in effect several individual contracts combined).
21	Corporate seal or signature missing; signatory's authority to bind the Corporation or signature missing	Two (2) business days to rectify
22	Corporate seal and signature missing; authority to signature missing	Automatic rejection
23	Proposals Containing Minor Obvious Clerical Errors	Two (2) business days to correct and initial errors
24	Proposals Containing Minor Mathematical Errors	Two (2) business days to correct and initial errors. The Township of Oro-Medonte reserves the right to waive initialing and accept Proposal.
25	Un-iaited changes to the request documents which are minor (i.e.; the Proponent's address is amended by overwriting but not initialed)	Two (2) business days to correct and initial errors. The Township of Oro-Medonte reserves the right to waive initialing and accept Proposal
26	Alternate items bid in whole or in part	Available for further consideration unless specified otherwise in request

27	Unit prices in the schedule of prices have been changed but not initialed	1. Two (2) business days to correct initial errors. The Township of Oro-Medonte reserves the right to waive
28	Other mathematical errors which are not consistent with the unit prices	Two (2) business days to initial corrections. Unit prices will govern.
29	Pages requiring completion of information by vendor are missing	Automatic rejection

Note: The above list of irregularities should not be considered all-inclusive. The requisitioning department will review minor irregularities not listed and shall have authority to waive other irregularities or grant two (2) business days to initial such irregularities, which they jointly consider to be minor.

Attachment A

Background Documents and Resources (available on Township website or upon request)

Organization Chart
5 Year Capital Plan/Budget and Business Plan
Strategic Plan (2014-2018)
Annual Report Cards (2017, 2018, 2019)
Development Charges Background Study 2019
Asset Management Plan
Economic Development Strategy
Fire Master Plan
Strategic Facility Plan (2010)
IT Master Plan
Operations Service Review (2016)
Environmental Services Review and Review (2017)
Municipal Service Corporation Business Case (approved 2018)
Roads Network Plan
Bridge Assessment (2019)
Internal (staff) survey (2014)
External (community) survey (2018)
Administration Service Review (2017)
BMA Municipal Study (2017)
Official Plan
Comprehensive Zoning By-law 97-95
Comprehensive Stormwater Management Master Plan Rev. August 2015
Horseshoe Craighurst Corridor Water, Wastewater and Transportation Master Plan Dec 2019
Development Engineering Policies, Process, and Design Standards