



REQUEST FOR PROPOSAL 06-2020

Supply of Information and Communications Technology
Consulting Services

For the Corporation of the Municipality of Oliver Paipoonge

Proposal Closing Date and Time:
February 28, 2020

at 1:00 p.m., local time

Proposals, clearly marked as to contents are to be mailed, emailed or delivered to:

**Kevin Green Treasurer/Deputy CAO
Municipality of Oliver Paipoonge
3250 Hwy 130
Rosslyn, ON P7K 0B1
treasurer@oliverpaipoonge.on.ca**

Telephone, fax or late submissions will not be accepted

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SECTION 1: GENERAL

The Municipality of Oliver Paipoonge is committed to effective management that ensures fairness, transparency, and fiscal responsibility when conducting its procurement activities. The primary goal of the Municipality of Oliver Paipoonge procurement efforts is to maximize the value of goods and services received for the money spent, while ensuring that schedule deadlines are met.

1.1 RPF Objective

The Corporation of the Municipality of Oliver Paipoonge is seeking competitive proposals for the supply of information and communications technology consulting services. The selected vendor will be required to manage and maintain the Municipality's Information Technology infrastructure to ensure optimal performance, efficiency and maximized uptime.

The selected Respondent will be notified after the Municipality has reviewed and approved the proposal. The issuance of this proposal in no way implies that the Municipality will proceed with an order or contract for this project. The Municipality will not reimburse any Respondent for any costs incurred in preparing and submitting and presenting a proposal or supplying a sample.

1.2 General Conditions

- (1) The proposal must be completed with all the information requested.
- (2) No announcement concerning the award of this proposal will be made until a complete report and analysis is prepared by the Municipality and receives approval in accordance to the Municipality's Procurement Policy.
- (3) The Municipality will evaluate the Respondents submissions (the "Proposal") as set out in the RFP and as specified in this document.
- (4) The Respondent shall not hold the Municipality liable for any error or omission in any part of the RFP documents. The Municipality does not guarantee or warrant that the RFP documents are accurate, comprehensive or exhaustive. This does not create any contractual rights or obligations between the Municipality and any responding firm. The Municipality, at its own discretion, may or may not award this business or any part or combination of parts of it to any firm.

1.3 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meanings:

Applicable Law means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation;

Best Value means an evaluation of a combination of cost effectiveness and qualitative considerations designed to optimize successful user outcomes

Bid a proposal, tender, quotation or offer which includes a price quotation submitted in response to an invitation by The Municipality of Oliver Paipoonge

Business Day means any day, except a Saturday, Sunday or any day that is a legal holiday in the Province of Ontario. The core business hours for the Municipality are Monday to Friday 9:00 am to 4:30 pm.

Municipality means The Corporation of the Municipality of Oliver Paipoonge;

Confidential Information means any and all material, data, information or any item in any form, including intellectual property rights.

Contract means the Agreement (if any), the Purchase Order; and any subsequent changes. A written agreement enforceable by law; the acceptance of an offer between legally qualified parties containing consideration and performance;

Fiscal Year means the Municipality's fiscal year which, as of the effective date, is a continuous period covering a full 365 days, 366 days in leap years, commencing on January 1 and ending on December 31;

Request for Proposal (RFP) means the document issued by the Municipality inviting proposals for the performance of services therein;

Respondent means anyone submitting a proposal in response to this RFP. For the purposes of this RFP the term "Respondent" includes the Respondent itself and,

- (a) if the Respondent is an individual,
 - (i) any current employee of the Respondent;
 - (ii) any partnership of which the Respondent is or was a partner; and
 - (iii) any corporation of which the Respondent is or was a controlling shareholder;
- (b) if the Respondent is a corporation,
 - (i) any current director, officer, employee or controlling shareholder of the

- Respondent;
- (ii) any partnership of which the Respondent is or was a partner; and
- (iii) any corporation of which the Respondent is or was a controlling shareholder;
- (c) if the Respondent is a partnership,
 - (i) any current member or employee of the Respondent; and
 - (ii) any corporation of which the Respondent is or was a controlling shareholder.

Shall or Must identifies mandatory criteria and / or requirements;

Shareholder of a corporation is a "controlling shareholder" of such corporation if,

- (a) such shareholder holds, or another person holds for the benefit of such shareholder, other than by way of security only, voting securities of such corporation carrying more than 50 percent of the votes for the election of directors; and
- (b) the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

Vendor means a company or a person who sells goods and services.

Project Stakeholders the decision making process authority rests with the Corporation of the Municipality of Oliver Paipoonge .

1.4 Project Authority and Involvement

This RFP is administered by the Municipality. All inquiries must be as per Section 1.6 of the RFP document.

1.5 Project Stakeholders

The decision making process authority rests with the Corporation of the Municipality of Oliver Paipoonge.

1.6 Inquiries

(1) Questions may be submitted, in writing only, as per the RFP schedule to:

Name: Laura Gibson - Accounts Payable Clerk

Email: laura.gibson@oliverpaipoonge.on.ca

(2) Proponents may conduct a site visit at the Municipality with prior notification to the Chief Administrative Officer/Clerk.

No officer, agent or employee of the Municipality is authorized to alter orally any portion of these documents. Any alterations required will be issued to all firms as written addenda. No other statement, whether oral or written, made by the Municipality or a Municipal representative, will amend the RFP documents.

- (3) An Addenda shall be considered as an integral part of the RFP documents. The firm shall list in its proposal document all the addenda that were considered when the proposal was prepared. Although every effort will be made to ensure that the Respondents receive all the addenda, it is the responsibility of each Respondent to ensure all addenda issued have been received.
- (4) The Municipality will provide the Prospective Respondents with written responses in the form of addenda to questions that are submitted in accordance with this section no later than the date set out in the timetable. The Municipality will not attribute the requests for clarification to any party. The Municipality may in its sole discretion,
 - (a) answer similar questions from various respondents only once
 - (b) edit the language of the questions for the purpose of clarity, and
 - (c) exclude submitted questions if they are not comprehensible
- (5) The Respondent is solely responsible to ensure that it has received all addenda issued by the Municipality. Respondents may, in writing, seek confirmation of the number of addenda issued under this RFP from the Contact Person or designate. Failure to acknowledge receipt of all addenda may result in your bid being rejected.

1.7 Proposal (Submission) Content

- (1) Unless otherwise specified herein, Respondents must use the forms furnished by the Municipality. A proposal which has attached conditions which alters the specifications, conditions, or terms, or makes it subordinate, will be cause for rejection at the option of the Municipality, which rejection shall be exercisable at the sole discretion of the Municipality.
- (2) Each proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the goods and services required. Product brochures and statistic information may be included with the RFP submissions.

1.8 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the Respondents. Any inaccurate, misleading or incomplete information, including information related to pricing, could adversely impact any such evaluation, ranking or contract award.

1.9 Disqualification for Misrepresentation

The Municipality may disqualify the Respondent or rescind a contract subsequently entered if the Respondent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

1.10 Information Provided by the Municipality

- (1) Each Respondent is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and seeking any other independent advice necessary for the preparation of proposals, negotiation or finalization of agreements, and the subsequent delivery of all services to be provided by the service provider. Nothing in this RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- (2) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Municipality or the Municipal Representatives for the completeness or accuracy of any information presented in the RFP documents, during the RFP process or during the term of the agreement. The Municipality and the Municipal Representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFP documents, provided during the RFP process or during the term of the agreement.
- (3) The RFP shall be read as a whole including all appendices and addendums, and will constitute an integral part of this RFP and are incorporated by reference.

SECTION 2: RFP TIMETABLE AND INSTRUCTIONS

2.1 RFP Schedule

| ACTIVITY | PLANNED DATE |
|--|--------------------------|
| RFP Release Date | February 7, 2020 |
| Deadline for Clarification & Questions | February 19, 2020 |
| Municipality Response to Questions | February 21, 2020 |
| Proposal Submission Closing Deadline | February 28, 2020 |
| Recommendation for Approval | March 3, 2020 |
| Contract Award | March 10, 2020 |
| Delivery/Start | March 11, 2020 |

- (1) If the Municipality extends the submission deadline, all obligations of Respondents will thereafter be subject to the extended deadline.

- (2) This RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Municipality reserves the right, without liability, cost or penalty to modify or alter any or all dates at its sole discretion by notifying all Respondents in writing at the address indicated in the completed proposal submitted to the Municipality.

2.2 Contact Person/Prohibited Contacts

- (1) Prospective Respondents, Respondents and the Successful Respondents shall not contact or make any attempt to contact,
 - (a) any Municipal officer, employee, subcontractor, agent, representative, consultant or volunteer (the "Municipal Representatives") or provincial government employee or representative, other than the Contact Person; and
 - (b) any other Prospective Respondent or other Respondent, except for the purpose of discussing the possibility of submitting a proposal as a Joint Venture Respondent, with respect to the Prospective Respondents, Respondents, or the Successful Respondents proposals, the RFP documents, or the RFP process.

SECTION 3: SCOPE OF SERVICES

3.1 Service Requirements

- 1) Technical (Help Desk) Support Respond to user incidents/requests, including support for remote users. Ability to escalate technical support issues for additional expertise/consulting.
- 2) Desktop Applications Management Deployment of desktop application management tool that allows effective inventory, monitoring and resolution of user software issues with remote sessions.
- 3) Managing of file share and associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventive maintenance for equipment is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance back-up plans and procedural documentation. Setup new users and edit or remove existing users on server.
- 4) Network and Server monitoring with proactive communication tools and escalation protocols based on the severity of any unscheduled outages.
- 5) Technology Strategy Planning Consulting on network/data storage solutions, future infrastructure needs/design, cloud migration and technology trends.

- 6) Work with Staff on development of a formal IT Policy.
- 7) Compile/update inventory of all information technology related assets, assess system architecture and current processes, and make recommendations for improved municipal wide IT system performance.
- 8) Off-site back-up storage services. For the purpose of the proposal, the frequency of back-up should include 5 full daily backups, and monthly test. The Municipality will retain the option to maintain the back up storage services in house.
- 9) Maintenance of virus detection programs on Municipal servers, email and all other Municipal computers and laptops. Perform security audits as requested and notify Municipal personnel immediately of suspected breaches of security or intrusion detection. Configure Municipal system to enable new remote access in a secure environment and provide remote access administration as requested by designated Municipal personnel.
- 10) Undertake Upgrade/Replacement Requirements outlined in Section 3.3.
- 11) The Municipality seeks the following performance expectations during normal business working hours Monday to Friday 9:00 am to 4:30 pm.

Service Level Agreement

| Issue | Impact Code | Target Response Time | Target Resolution Time |
|---|--------------------|-----------------------------|--|
| Service not available (all users and business critical functions unavailable) | A Critical | Within 10 minutes | 98% within 3 hours |
| Significant degradation of service (large number of users or business critical functions impacted) | B High | Within 20 minutes | 98% within 5 hours |
| Limited degradation of service (limited number of users <2) or functions impacted) | C Medium | Within 30 minutes | 95% within 6 hours |
| Small service degradation (business process can continue, 1 user impacted) | D Low | Within 1 hour | 95% within 7 hours |
| Work order / new request (example a new PC, new network connection, moves, adds and changes, new system function) | E Planning | Within 1 working day | 95% within agreed upon completion date |

*Response = acknowledgement of request and contact with client

*Resolution = problem has been resolved that restores required services and functionality

3.2 Current Inventory

HARDWARE

DESKTOPS - 20

LAPTOPS - 5

SERVER – 1

ROUTER / FIREWALL PROTECTION

EMAIL

3.3 Upgrade/Replacement Requirements

HARDWARE

DESKTOPS - 15

- **Business Class Small Form Factor SFF computer**
- **Intel i5-7200 Processor or better**
- **16GB Ram**
- **500 SSD Hard Drive**
- **Window 10 Pro**
- **3 year NBD on-site service**

LAPTOP CONFIGURATIONS – 5 - All Window 10 Pro – Configuration to new upgrade only

- **Business Class Laptop**
- **15.6” HD Screen, non-touch**
- **Intel i5-8265U Processor or better**
- **16GB Ram**
- **480 GB SSD Hard Drive**
- **Window 10 Pro**
- **3 year NBD on-site service**

SERVER

- **Tower Server**
- **Single Intel Xeon E5-1620V4 Processor or better**
- **16GB Ram**
- **Hardware Raid Controller which support Raid 5**
- **4 x 480 GB SSD SATA Hard Drive**
- **Windows Server 2016, with Media**
- **25 Windows User Licenses (User CALs)**
- **5 x Windows Server Remote Desktop User Licenses**
- **DVD ROM**
- **5 year NBD on-site service**

ROUTER / FIREWALL

- **Firewall with IPS (Intrusion Prevention)**
- **Application Control**
- **Dynamic Routing**
- **App-Based Provider Selection**
- **Client-to-Site and Site-to-Site VPN**
- **SSL Interception**
- **Web Filter**
- **Advanced Threat Protection**
- **Malware Protection**
- **Rapid Replacement**
- **24/7 365 Support**

EMAIL

Office 365 Exchange License

Email options

Office 365 Business Premium Licenses

Online Backup Software for office 365, hosted in Canada

Office 365 Advanced Threat Protection

LABOUR

SERVER

- **install and fully patch new server**
- **set up domain and users**
- **transfer domain users to new domain**
- **transfer all data to new server**
- **install antivirus software**
- **ensure security of all files and folders**

WORK STATIONS

- **complete install of windows and fully patch**
- **join existing computers to new domain**
- **ensure office is installed**
- **ensure antivirus is installed**
- **migrate user profiles**

BUSINESS CONTINUITY

- **install business continuity solutions**
- **test solution**

ROUTER / VPN / FIREWALL

- install and test router, vpn and firewall

EMAIL

- set up Office 365 Account
- migrate data from exchange server to 365 accounts
- install cloud backup of 365 accounts

**** Hybrid cloud solution will be installed prior to the deadline of this RFP and any new technology must be compatible.**

SECTION 4: PROPOSAL CONTENT AND FORMAT

The Municipality discourages overly lengthy proposals; however, sufficient detail is to be provided to permit the Municipality to review the Proponent's proposal fairly and completely. A Proponent's failure to submit a complete and sufficiently detailed proposal may result in disqualification.

4.1 General Format of Proposal

- (1) Each Respondent shall submit a proposal that is comprehensive, and submitted in the format prescribed herein.
 - (a) When submitting a paper document, the sealed envelope must be clearly marked with **06-2020** Information and Communication Technology Consulting Services. The document should be securely bound (single sided printing is encouraged) with numbered pages;

Electronically submitted proposals should be emailed directly to the Treasurer, Kevin Green at treasurer@oliverpaipoonge.on.ca. The subject line must clearly indicate the Proposal 06-2020 submission. All required documents must be included.

- (b) Submissions should not exceed 40 pages, excluding appendices. Reference materials, preprinted literature or attachments may also be included as additional documents, but only the proposal documents (e.g. 40 pages) will be considered in the evaluation process.
- (2) The detail and clarity of the submission will be considered indicative of the Respondent's expertise and competence. All information provided in response to this RFP must contain sufficient detail to support the services being proposed.

4.2 Proposal Submission Requirements

- Letter of Introduction
 - Respondents should introduce their firm and the letter should be signed by the Lead Representative who has the authority to represent the Respondent. Respondents should also provide the name, title, address, telephone number, and email address of the authorized official to be contacted in the event of clarifications or further information requests or notifications.
- Executive Summary
 - Respondents should provide a general summary of your firm's methodology for providing the services as outlined. Respondents should provide a statement of their organizational history and current capabilities as they relate to the services described in the RFP.

- Proposed Solution
 - Respondents should provide a detailed description of their approach to providing services as outlined. Respondents should describe how their proposal meets or exceeds the key objectives as outlined in section 3. Respondents are also encouraged to describe any additional value-added services that they may offer under this RFP.
- Experience and Qualifications
 - Respondents are requested to demonstrate their qualifications and experience, from a corporate and team member perspective.
 - Describe who will be responsible for the implementation of this project and any relevant experience that they have. Include educational background, professional recognition, job title, years of experience in current position and years of experience in project consulting.
 - Respondents should provide a list of clients, particularly municipalities, government agencies and private sector, for whom you have provided services that are consistent with the scope of this RFP. Please identify any measurable results that were achieved. Include summary information and samples of recent contracts that were /are similar in size, scope and complexity.
 - Respondents must supply a minimum of three references by completing the reference form Appendix IV.
 - If utilizing subcontractors or service partners, respondents should describe their qualifications and experience as it relates to this RFP and the anticipated role that these subcontractors or service partners will assume in service delivery.
 - Respondents can include in this section any other information that they consider relevant to their experience and qualifications.
- Value Added Services (Optional)
 - Describe any value added services that you would be providing.

4.3 Fee Proposal

- Hourly business rate (Monday to Friday 9:00 am to 4:30 pm)
- Off hours rate
- Estimated monthly hours required to complete service requested
- Server and Hardware

4.4 Submission

Proposal shall be **mailed** or **delivered** in a sealed envelope quoting the RFP number, to the Municipal Office, OR emailed no later than **1:00PM, February 28, 2020** addressed to:

Kevin Green-Treasurer/Deputy CAO
3250 Highway 130
Rosslyn, ON, P7K 0B1
treasurer@oliverpaipoonge.on.ca

Proposals not submitted in the proper format stated will be rejected, and returned unopened. The Municipality accepts no responsibility whatsoever for any proposals received after the above noted deadline. Late proposal submissions will be disqualified, and returned unopened.

The Municipality makes no guarantees that the mail will be picked up on the submission day. It is the responsibility of the Proponent to ensure that the submission is delivered on time regardless of the delivery method.

SECTION 5: PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

5.1 Instructions, Date and Time for Receiving Proposals

Proposals shall be submitted on time according to the instructions in this RFP. Submissions must be received by the Municipality at the stated address before closing time in order to be acceptable. If submissions are sent by courier, mailed, or otherwise conveyed, they must arrive at the stated address prior to closing time. Late or misdirected submissions cannot be accepted after closing time and will be returned unopened. The Municipality does not accept any liability or responsibility for inhibited or interrupted courier, mail, or other service, regardless of the postmark, weigh bill or other details.

- (1) The form of proposal/Schedule of Pricing must be signed and witnessed by responsible officers of the service provider authorized to bind the proposal, and the company must be clearly identified. The proposal must not be restricted by a statement added to the proposal form or by a covering letter, unless otherwise provided herein.
- (2) Adjustments by mail, e-mail or delivered to a proposal already submitted will not be considered unless requested by the Municipality for clarification purposes.
- (3) Proposals must not be restricted by adding any statements, or by a covering letter, or by alteration to the printed words of the proposal as supplied unless otherwise provided herein.

- (4) Proposals must be legible, written in ink, or type written. Proposals containing changes, erasures, overwriting, white-outs, cross-outs, or strike-outs which are not initialized by the Respondent may not be accepted. If the Respondent is a Corporation, the name of the authorized contact person shall also be included
- (5) Respondents must be prepared, if requested by the Municipality, to make a presentation or arrange a site visit to the service provider's site(s). This presentation and/or site visit, as requested, will form part of the final award evaluation. The Municipality will not be liable for any costs incurred by the bidder for such presentation/site visit.

5.2 Withdrawal of Proposals

A Respondent may withdraw their Proposal only by giving written notice before the Submission Deadline to the Contact Person. The Municipality shall return, unopened, a Proposal that has been withdrawn in accordance with this RFP.

5.3 Amendment of Proposals

Respondents may amend their proposals after submission but only if the proposal is amended and resubmitted before the submission deadline in accordance with the following:

- (1) the Respondent shall withdraw their original proposal by notifying the Contact Person in writing; and
- (2) the Respondent shall submit a revised replacement proposal in accordance with the RFP documents and no later than the submission deadline.

5.4 One Proposal per Respondent

- (1) A Respondent shall submit only one proposal either individually or as a participant in a joint venture.
- (2) No person or entity shall be a subcontractor of a Respondent while submitting a proposal individually or as a participant in a joint venture in the same RFP process.
- (3) If a Respondent submits or participates in more than one proposal in contravention of this RFP document, the Municipality may, in its sole discretion, disqualify all of the proposals submitted by the Respondent or in which the Respondent is a participant.

SECTION 6: EVALUATION AND SCORING

6.1 Overview

Proposal evaluation is done by a team of staff from possibly more than one department, including the Chief Administrative Officer who have relevant expertise for making the evaluation.

6.2 Evaluation Process

Submission will be evaluated based on the information provided by Respondents on their ability to meet the requirements outlined in the RFP document.

6.3 Mandatory Requirements

For a proposal to be eligible for evaluation, the mandatory requirements listed below must be met.

The following forms must be completed and returned

- (1) Form of Proposal/Schedule of Pricing
- (2) Accessibility for Ontarians with Disabilities Act, 2005
- (3) Undertaking To Comply With The Municipality Of Oliver Paipoonge's Policy On Contractor Safety
- (4) Reference Form – Signed

6.4 Evaluation

Mandatory Requirements will be scored based on the established rated evaluation criteria below;

Proposal – 100%

- | | |
|---|-----|
| • Proposed Solution | 30% |
| • Fee Proposal (hours, off hour rate & equipment) | 30% |
| • Experience and Qualifications | 20% |
| • Demonstrated Customer Service Quality and Support | 10% |
| • Vendor Strength and Stability | 10% |

If the proposal does not meet the mandatory requirements, the proposal is deemed as having failed and the proposal is removed from the process.

Each proposal shall demonstrate a thorough understanding of the requirements outlined in section 4. The total evaluated scores are ranked and the proposal with the highest ranked score is considered the successful proposal, unless Council decides otherwise. In the event of a tie, a pre-determined process for handling a tie is followed.

SECTION 7: GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

7.1 Processing of Proposals

- (1) The Contact Person may clarify any aspect of a proposal with the Respondent at any time after the proposal has been opened. Any such clarification will not alter the proposal and will not be constituted as a negotiation or renegotiation of the proposal. The Corporation of the Municipality of Oliver Paipoonge is not required to clarify any part of a proposal. Any clarification of a proposal by a Respondent shall not be effective until confirmation has been delivered in writing.
- (2) The Municipality may make all necessary corrections to any proposal which is in error through addition or extension, the corrected value prevailing.
- (3) The Municipality retains the right to select any proposal for purposes that are in the best interests of and for the best value for the Corporation and/or to select parts of various proposals or to reject all proposals for budgetary or other reasons that are in the best interests of and for the best value for the Municipality.

7.2 Disqualification

- (1) The Municipality may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the agreement by the Municipality, if:
 - (a) the proposal is determined to be non-compliant;
 - (b) the Respondent fails to cooperate in any attempt by the Municipality to verify any information provided by the Respondent in its proposal;
 - (c) the Respondent contravenes RFP section 9.1;
 - (d) the Respondent fails to comply with the laws of the Province of Ontario or of Canada, as applicable;
 - (e) the Respondent misrepresents any information and if the proposal contains false or misleading information;
 - (f) there is evidence that the Respondent, its employees, agents, consultants or representatives colluded with one or more other Respondents or any of its or their respective employees, agents, consultants or representatives in the preparation or submission of proposals;
 - (g) the Respondent has breached any agreement with the Municipality;
 - (h) the Respondent has been convicted of an offence in connection with, or any services rendered to the Municipality or any Ministry, Agency, Board or Commission of the Government of Ontario;

- (i) the Respondent has breached an agreement for services similar to the ones requested under this RFP; or
 - (j) the Respondent has been convicted of a criminal offence within the last three years.
- (2) If, in the sole discretion of the Municipality, a proposal does not comply with the requirements set out in the RFP documents, the Municipality shall, without liability, cost or penalty, eliminate the proposal and the proposal shall not be given any further consideration. For purposes of this RFP, "comply" and "compliance" mean that the proposal conforms to the requirements of the RFP documents without material deviation or reservation. A "material deviation or reservation" is one,
- (a) that affects in any substantial way the scope, quality or performance of the services under the agreement arising from the RFP process; or
 - (b) that results in a material component of a requirement set out in the RFP documents not being complied with.
- (3) The Respondent's submission of a poor quality proposal shall not be considered a failure to comply but will affect the Respondent's evaluation score.
- (4) The Municipality shall consider the Respondent's complete omission of any section of the proposal a failure to comply.
- (5) For the purpose of clarity, each Respondent acknowledges and agrees that the Municipality's evaluation of compliance with the RFP documents is not an evaluation of absolute compliance and that the Municipality may waive failures to comply that, in the Municipality's sole discretion, do not constitute a material deviation or reservation in accordance with RFP section 7.2.(2).

SECTION 8: RIGHTS OF THE MUNICIPALITY TO ACCEPT OR REJECT PROPOSALS

- (1) The Municipality may, in its discretion and at any time during the RFP process,
 - (a) reject any or all of the proposals;
 - (b) accept any proposal;
 - (c) if only one proposal is received, elect to accept or reject it;
 - (d) elect not to proceed with the RFP;
 - (e) alter the Timetable, the RFP process or any other aspect of this RFP; and
 - (f) cancel this RFP and subsequently advertise or call for new proposals for the subject matter of this RFP.
- (2) If the Municipality determines that all or the majority of proposals submitted are noncompliant, the Municipality may,
 - (a) take any action in accordance with RFP section 8(1); or
 - (b) carry out a process whereby all Respondents are directed to correct the deficiencies in their proposals for re-submission, without a change in their price sections.

- (3) The Municipality shall not be liable for any expense, cost, loss or damage occurred or suffered by any Respondent, or any person connected with any Respondent, as a result of any action referred to in RFP section 8(1) or 8(2).

SECTION 9: TERMS & CONDITIONS OF RFP PROCESS

9.1 Public Statements and News Releases

- (1) The Prospective Respondents, Respondents and Successful Respondents shall not issue any public statement or news release pertaining to this RFP without the prior written consent of the Municipality.
- (2) The Respondent will keep confidential, without condition, all details of this RFP, its response and any and all information it obtains regarding the Municipality. The Respondent, shall not, without the Municipality's written consent, refer to the Municipality in any media release or public announcement.

9.2 Municipality's Right to Amend or Supplement the RFP

- (1) The Municipality may, without liability, cost or penalty,
 - (a) at any time prior to the submission deadline, alter the timetable in this RFP; and
 - (b) amend or supplement the RFP documents in accordance with RFP section 1.6.
- (2) Any reference to "RFP" or "RFP documents" includes any amendments to the RFP or RFP documents made in accordance with RFP section 1.6.

9.3 Disclosure Issues

- (1) The Respondent, by submitting its proposal, agrees that,
 - (a) The Municipality may disclose,
 - (i) the name and address of the Successful Respondent; and
 - (b) The Municipality may disclose,
 - (i) the name and address of every Respondent; and
 - (ii) the volumes awarded to the Successful Respondents, to other Respondents.
- (2) The Respondent agrees that the Municipality may disclose proposals and all information submitted in the Respondents' proposals to other Municipality representatives in the Province of Ontario.
- (3) The Municipality may provide the proposals to any person involved in the review and evaluation of the proposals on behalf of the Municipality and the Municipality may,
 - (a) make copies of the proposal; and
 - (b) retain the proposal.

- (4) The Municipality may disclose to the Government of Ontario any Respondent information or information in respect of any agreements with service providers requested by the Government of Ontario.
- (5) The Municipality may disclose any information with respect to the Respondents and their proposals as required by the applicable law.

9.4 Municipality Confidentiality Issues

- (1) The Prospective Respondents and Respondents acknowledge and agree that all material, data, information, or any item in any form, whether it is in electronic or hard copy format, supplied by or obtained from the Municipality (the "RFP Information") that the Prospective Respondents acquired during the RFP process from the Municipality,
 - (a) shall remain the sole property of the Municipality and the Prospective Respondents and the Respondents shall treat it as confidential;
 - (b) shall not be used by the Prospective Respondent or Respondents for any other purpose other than submitting a proposal in response to this RFP;
 - (c) shall not be disclosed by the Prospective Respondent or Respondents to any person who is not involved in the Respondent's preparation of its proposal without prior written authorization from the Municipality; and
 - (d) if requested by the Municipality, shall be returned to the Contact Person no later than ten calendar days after the request by the Municipality to return the RFP information.
 - (e) Each Respondent agrees to comply with the Municipality's Private Policy. The Municipality is committed to protecting the privacy, confidentiality, and security of all information to which it is entrusted, and is committed to ensuring that staff and agents of the organization uphold this obligation.
- (2) Privacy and Freedom of Information. All submissions and attached materials received in response to this RFP are deemed to be the property of the Municipality of Oliver Paipoonge as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all RFPs, quotations and proposals submitted to the Corporation of the Municipality of Oliver Paipoonge . RFPs, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Municipality shall not withhold the following information from RFPs, quotations or proposals, if requested through the MFIPPA process by any person or business:
 - (a) the cover letter to the RFP, quotation, or proposal;
 - (b) the table of contents;
 - (c) lists of figures, tables, and appendices; and
 - (d) any information regarding the form and structure of a RFP, quotation or a

proposal (i.e. information which may disclose the manner in which the document is constructed).

Respondents should identify any portions of their RFP/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm disclosed. The Municipality of Oliver Paipoonge cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

9.5 Delays and Costs of Delay

The Municipality shall not be liable, in any way, to the Respondents for any delays, or costs associated with delays, in the RFP process.

9.6 Clarification and Verification of Respondent's Proposal

a) Clarification

- (1) The Municipality may,
 - (a) require the Respondent to clarify the contents of its proposal;
 - (b) require the Respondent to submit supplementary documentation clarifying any matters contained in its proposal; and
 - (c) seek a Respondent's acknowledgement of a Municipality interpretation of the Respondent's proposal.
- (2) The Municipality is not obliged to seek clarification of any aspect of a proposal.
- (3) Any written information received by the Municipality from a Respondent pursuant to a request for clarification from the Municipality as part of the RFP process may, in the Municipality's discretion, be considered as an integral part of the proposal.

b) Verification

- (1) The Municipality may, in its sole discretion, verify any statement or claim contained in any proposal or made subsequently in any interview or negotiation. That verification may be made by whatever means the Municipality deems appropriate and may include contacting the names of persons identified in the contract information provided by the Respondent and, in addition, contacting persons or entities other than those offered by any Respondent.
- (2) In submitting a proposal, the Respondent is deemed to consent to the Municipality verifying any information from third parties and receiving additional information regarding the Respondent, its directors, officers, shareholders or owners and any other person associated with the Respondent as the Municipality may require.
- (3) For the purposes of the verification in RFP sections 9.9(2)(a) and 9.9(2)(b), the information described may be collected from and disclosed to government and non-government organizations.

9.7 Deemed Satisfaction as to Submission

The submission of a proposal shall be deemed conclusive proof that the submitter of the proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, where, materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the project. No claims will be entertained by the Corporation of the Municipality of Oliver Paipoonge based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

9.8 Conflict of Interest and Confidential Information

- (1) Each Respondent shall disclose any potential or actual conflicts of interest that it has or may have as a service provider under the terms and conditions of the agreement.
- (2) Each Respondent shall disclose, in the proposal submission form,
 - (a) whether, prior to submitting its proposal, it had access to Municipality confidential information with respect to the RFP process, including any information with respect to the evaluation criteria or any matter related to the evaluation process, other than information officially disclosed by the Municipality as part of the RFP process; and
 - (b) the names, positions, addresses and telephone numbers of all individuals who have participated in the preparation of the proposal and the identification of any of those individuals who is a former employee, former CAO or former member of the Municipality issuing this RFP.
- (3) The Municipality will make a judgment as to whether, on a case by case basis, the conflict of interest or potential conflict of interest, disclosed pursuant to this RFP is material and will result in disqualification of the proposal.

9.9 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the deadline for issuing addenda, the Municipality may at its discretion extend the submission date for a reasonable for a reasonable amount of time.

SECTION 10: GENERAL TERMS AND CONDITIONS

10.1 Governing Law, Attornment And Limit On Liability

- (1) This RFP and the agreements entered into by the Successful Respondents shall be governed and construed in accordance with the laws of Ontario and the applicable laws of Canada (the "Governing Law").
- (2) The Respondent agrees that,

- (a) any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
 - (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis, including forum non convenes; and
 - (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFP section 10.
- (3) The Respondent agrees that if the Municipality commits a material breach of this RFP, the Municipality's liability to the Respondent for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Municipality, the aggregate amount of damages recoverable against the Municipality shall be no greater than the demonstrated proposal preparation costs of the Respondent seeking damages from the Municipality.
- (4) The Successful Respondent shall comply with all relevant federal, provincial and municipal statutes, regulations, codes, ordinances, policies, directives, orders and by-laws pertaining to the work and its performance. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario including:
 - (a) the Municipal Freedom of Information and Privacy Act, RSO 1990, c. M56, Occupational Health and Safety Act, R.S.O. 1990, c.0.1, Each Respondent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each Respondent also acknowledges that the Municipality is relying on this warranty in its decision to award the contract to the Respondent.
 - (b) Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, to incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so but must provide, on request, an explanation if determined that it is not practicable.

10.2 Force Majeure

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts or public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

10.3 Indemnity and Insurance

The Service Provider must keep in force for the duration of the contract the following:

Comprehensive/Commercial General Liability Insurance insuring the Successful Respondent and naming the Corporation of the Municipality of Oliver Paipoonge 3250 Hwy 130 Rosslyn, ON P7K 0B1; as an additional insured, and any other person or entity who the Municipality or the Successful Respondent may reasonably require to be added as additional insured. Such general liability insurance shall provide coverage in respect of property damage and/or bodily injury (including death) arising out of any and all services and shall include property damage if the damaged work or the work out of which the damage arises was performed on behalf of the Successful Respondent by a sub-consultant and shall include bodily injury (including death) if the bodily injury (or death) arises out of work performed on behalf of the consultant. Such insurance shall contain a cross liability endorsement.

Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) Dollars per occurrence and shall include the Municipality and Her Majesty in Right of Ontario as an additional insured with respect to the consultant's operations, acts and omissions relating to its obligations under this agreement, such policy to include non-owned automobile liability, personal injury, third party bodily, broad form property damage, contractual liability, owners' and contractors' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

Automobile Liability Insurance for an amount not less than Two Million (\$2,000,000) Dollars per occurrence on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this agreement

Professional Liability Insurance in the amount of not less than Five Million (\$5,000,000) Dollars

Workplace Safety Insurance Board (WSIB) (to be submitted with bid)

Respondents shall furnish, with his/her bid evidence of compliance with requirements of the Worker's Compensation Act of the Province of Ontario in the form of a current WSIB Clearance Certificate.

- 10.3.1 The Respondent must be in good standing with the Workplace Safety and Insurance Board and shall furnish the Municipality of Oliver Paipoonge with satisfactory evidence, in the form of a valid WSIB Clearance Certificate, with the bid and as required an updated certificate prior to commencement of the project and upon presentation of a final invoice and at any other time during the contract at the Municipality of Oliver Paipoonge request.
- 10.3.2 If the Respondent is a Sole Proprietor, an Independent Operators Ruling is required. The Respondent shall download the correct form from the WSIB website that corresponds to the classification of work for which this tender applies.**
- 10.3.3 The Successful Respondent with whom the Municipality of Oliver Paipoonge wishes to contract warrants and represents that it shall comply with the relevant Worker's Compensation Board requirements during the performance of the tender requirements.



FORM OF PROPOSAL/SCHEDULE OF PRICING

Request For Proposal 06-2020 Supply of Information and Communications Technology Consulting Services

For The Corporation of the Municipality of Oliver Paipoonge
~ Administration ~

Legal Name of Firm/Individual

Name of Contact Person

Mailing Address: Street Number, Street Name, City, Postal Code

Telephone No:

Fax No.:

Cell No.:

E-Mail Address

Receipt of addenda (when issued) shall be acknowledged by the Respondent
Number of Addendum received _____.

I/We, the undersigned, do hereby propose and offer to enter into contract with the Corporation of the Municipality of Oliver Paipoonge to **Supply Information and Communications Technology Consulting Services** as described in the specifications, terms and conditions of the Proposal Document, as set out below:

Fee Proposal

| Total Price supply/service | Cost |
|------------------------------|------|
| Hourly Rate | \$ |
| Off Hour Rate | \$ |
| Server | \$ |
| Hardware | \$ |
| HST: | \$ |
| TOTAL PROPOSAL PRICE: | \$ |

| | |
|-----------------------------------|--|
| Company H.S.T Registration Number | |
|-----------------------------------|--|

I/We have the authority to sign this tender on behalf of the above noted company/individual.

Printed Name: _____ Position: _____

Signature: _____ Date: _____

Printed Name: _____ Position: _____

Signature: _____ Date: _____

This Form of Proposal/Schedule of Pricing, upon approval by Council, shall form the contract between the successful bidder and the Municipality. Successful bidder to provide all required documentation as referenced in section 6.3 of the Proposal Document.

This Contract hereby accepted by the Municipality of Oliver Paipoonge this _____ day of _____, 2020 under authority of By-law No. _____.

THE CORPORATION OF THE MUNICIPALITY
OF OLIVER PAIPOONGE

Mayor

Chief Administrative Officer/Clerk



ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

The Proponent shall comply with the provisions of the Accessibility for *Ontarians with Disabilities Act, 2005*, and the Regulations there under with regard to the provision of its goods, services or facilities to persons with disabilities. The Proponent acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, the Municipality of Oliver Paipoonge must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

Prior to the commencement of any work the successful contractor/consultant shall furnish evidence of compliance with the most current Integrated Accessibility Standards Regulation specifically the section(s) pertaining to Training of Staff.

Agents or Consultants acting on behalf of the Municipality will incorporate accessibility criteria and features when developing specifications and/or procuring goods and services, except where it is not practical to do so. If it is not practicable to incorporate accessibility criteria and features when procuring goods or services, an explanation shall be provided.

I have the authority to bind the contracting party and I verify that our company complies with the most current Integrated Accessibility Standards Regulation specifically the section(s) pertaining to Training of Staff.

Signature: _____

Title: _____

Date: _____

Please submit to the Municipality prior to beginning of any contract work for the Municipality.



UNDERTAKING TO COMPLY WITH THE MUNICIPALITY OF OLIVER PAIPOONGE'S POLICY ON CONTRACTOR SAFETY

Name of Contractor: _____ (the "Contractor")

Description of Contract: _____ (the "Contract")

Name of Authorized Representative
of the Contractor _____

1. I/We hereby undertake:

- (a) To comply with all health and safety and environmental legislation in the performance of this contract;
- (b) To maintain a safe and healthy work environment during the performance of this contract;
- (c) To comply with the Municipality of Oliver Paipoonge Contractor Safety Policy as set out in the Supplementary General Conditions.

2. I/We hereby agree:

- (a) That compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, in the Corporation of the Municipality of Oliver Paipoonge's (hereinafter the Corporation) discretion, lead to the termination of this Contract;
- (b) To permit the Corporation to audit my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit(s).

3. (a) I/We understand that contractor safety deficiencies will be addressed by the Corporation in the following progressive steps:

- (i) The problem will be identified to the Contractor (site supervisor).
- (ii) The Contractor's head office will be contacted about the problem, orally and later in writing.
- (iii) If required by law to immediately report the problem to a provincial and/or federal Ministry, the Corporation will immediately do so.

- (iv) If not required by law to immediately report the problem, and the problem remains unresolved, the Corporation may report the problem to the appropriate Ministry (ies).
- (v) The Contract may, in the Corporation's discretion, be suspended or terminated and/or payment withheld by the Corporation.

- (b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the Corporation reserves the right to bypass any or all of the steps described in subsection 3(a).

I/We have read and understood the above and agree to comply with the policy.

I/We have the authority to bind the Contractor.

_____(Date)

SIGNED, SEALED AND DELIVERED

(Name of Contractor)

in the presence of:

Per:

Authorized Signature 1

Authorized Signature 2

Print Name

Print Name

Witness

I, the undersigned witness, hereby attest to the
validity of the above signatures.

Print Name



REFERENCE FORM

REQUEST FOR PROPOSAL: 06-2020

PROJECT NAME: INFORMATION & COMMUNICATIONS TECHNOLOGY CONSULTING SERVICES

Note: The REFERENCE FORM must be returned with the RFP Proposal.

Requirements: Provide Three (3) References for delivery/supply of similar project scope or magnitude.

1. COMPANY NAME: _____

CONTACT: _____

TITLE: _____

PHONE #: _____

2. COMPANY NAME: _____

CONTACT: _____

TITLE: _____

PHONE #: _____

3. COMPANY NAME: _____

CONTACT: _____

TITLE: _____

PHONE #: _____

Approval to Contact References

Authorized Representative Name (Please Print) **Title**

Authorized Signature

Date

DOCUMENT MUST BE SIGNED TO BE VALID