



EDWARDSBURGH CARDINAL

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P.O. Box 129,
18 Centre St.
Spencerville, Ontario
K0E 1X0

REQUEST FOR PROPOSAL ADM-2020-02

ACCESSIBLE WEBSITE REDESIGN & TOWNSHIP MOBILE APP DEVELOPMENT

Date: September 4, 2020
Time: 4:00 PM Local Time
Location: The Township of Edwardsburgh Cardinal
18 Centre Street, PO Box 129
Spencerville, ON K0E 1X0
Attention: Rebecca Williams, Clerk

Late Bids Will Not Be Accepted.

The Corporation of the Township of Edwardsburgh Cardinal reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

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1. Information to Bidders

1.1 Introduction

The Township of Edwardsburgh Cardinal is located in Eastern Ontario, with a population of approximately 7,000. The Township borders the majestic St. Lawrence River Seaway to the south, and includes the industrial Village of Cardinal and Johnstown and the historic seat of municipal government, the Village of Spencerville, as well as numerous rural hamlets.

The Township of Edwardsburgh Cardinal, under the Municipal Act, has broad authority in a number of spheres of jurisdiction, including parks, recreation and culture; economic development, planning and building; public works and roads; water and sewer services; fire and emergency services; library services; finance; policy and administration.

Each of these areas offer a wide variety of programs, services and events to Township residents. In early 2020 the Township completed a service delivery review, which identified areas to invest to better serve residents and improve efficiencies. A modernized website was a key recommendation. A redesigned Township website and the creation of an app will help to service all parts of our organization and attract investment, retain businesses, foster stronger economic growth, and provide easy access for the public to enhance delivery and awareness of public services for the Township of Edwardsburgh Cardinal and our partners.

1.2 General Description

The Township of Edwardsburgh Cardinal hereinafter referred to as the Township, is seeking proposals from firms with the necessary expertise, hereinafter referred to as the “bidder”, to provide competent and comprehensive professional website design and app development services.

1.3 Proposal Submissions & Closing

Proposals will be received by:

The Corporation of the Township of Edwardsburgh Cardinal
18 Centre Street, PO Box 129
Spencerville, ON K0E 1X0
Attn: Rebecca Williams, Clerk

One (1) original copy and two (2) photocopies of the proposal signed and sealed, shall arrive at the Township office, 18 Centre Street, Po Box 129, Spencerville ON K0E 1X0.

Proposals must be delivered to the above address before 4:00 p.m. local time on September 4, 2020. Time registered on the Township of Edwardsburgh Cardinal reception computer will be considered the official time when determining exact time of submission.

1.4 Proposal Award

It is understood that any reference herein to lowest bidder or lowest tender is replaced by highest overall scored proponent. Proposal award shall be made only upon the basis of the highest overall scored proponent in the evaluation process.

1.5 Municipal Rights and Options

The Township, in their sole discretion, reserves the following rights:

- a. Supplement, add to, delete from or change this document;
- b. Determine which respondent, if any, should be selected for negotiations;
- c. Reject any or all proposals or information received pursuant to this RFP;
- d. Cancel this RFP with or without the substitution of another RFP;
- e. Request additional data or information after the submittal date, if such data or information is considered pertinent to aid the review and selection process;
- f. Conduct investigations with respect to the qualifications and experience of each respondent;
- g. Not consider a respondent who is currently involved in or responsible for litigation or any kind against the Township;
- h. Take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interest of the Township;
- i. Require one or more respondents to supply, clarify or provide additional information in order for the Township to evaluate the proposals submitted;
- j. Waive any informalities or irregularities in the submittals or to re-advertise; and
- k. The lowest, or any bid, will not necessarily be accepted either individually or collectively.

1.6 Addenda

It may be necessary for a variety of reasons to issue an addendum. All information defined within the addendum shall form an integral part of the proposal document. The bidder shall acknowledge in its bid submission, by inclusion of signed addenda, all addenda that were considered when the bid was prepared and therefore considered within the proposal price.

Those changes required that are deemed by the Township to be for clarification purposes only, and which, in the opinion of the Township do not affect the price will be identified as **Clarification Only** and will not require acknowledgement by the Bidder.

An Addenda notification will be posted on the Municipal website and emailed if the Bidder has provided the appropriate email address.

Although the Township will make reasonable effort to ensure a Bidder receives all addenda issues, it is the **Bidder's ultimate responsibility to ensure all addenda have been received and acknowledged as instructed or the Proposal shall be rejected.**

1.7 Expense of Submittal Preparation

The Township accepts no liability for the costs and expenses incurred by the respondents in responding to this RFP, preparing responses for clarification, attending site meetings/interview, or participating in contract development sessions or meetings and preparations required for the contract approval process. Each bidder that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Township for the costs and expenses associated with the procurement process.

1.8 Errors or Omissions

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendations are required. Minor items not herein specified but obviously required, shall be provided as specified. Any misinterpretation of requirements within this proposal bid shall not

relieve the bidder of the responsibility of providing the services aforesaid.

1.9 Conflict of Interest

The bidder and the Township evaluation team are to discuss any perceived or potential conflict of interest prior to proposal submission to the Township.

1.10 Selection Process

An evaluation team will review all proposals received and score the proposals using a consensus approach, in relation to the criteria and points, which are identified. An award may be made solely on the basis of the proposal submission without a meeting with the service provider. However, one or more service providers may be invited to attend a formal interview with the evaluation team, or to provide written clarification on their proposal. This formal interview, if applicable would be scheduled within 3 weeks following closing.

1.11 Multiple Proposals

Where a respondent believes that their company provides more than one suitable option that meets the specifications provided, then more than one proposal is acceptable, but must be submitted entirely separate, as if it was the only one being submitted.

1.12 Inquiry

Any questions regarding this proposal should be directed to:

Rebecca Williams

Clerk

Township of Edwardsburgh Cardinal

(613) 658-3055 x 105

Email: rwilliams@twpec.ca

2. Proposal Content

2.1 Project Context

The Township's website requires redesign and upgrades to bring it into compliance with AODA Accessibility Standards and to allow for simple access by the public to enhance delivery and awareness of public services. In addition to website redesign, it would be desirable to enable the public to access resources through a dedicated Township "app".

2.2 Requirements

The Township has identified certain components as mandatory and Bidders must at a minimum provide a proposal that would include the following:

- a. Website design, development, graphics design and layout
- b. Website must comply in full with the regulations set out in the Accessibility for Ontarians with Disabilities Act (AODA WCAG 2.0 Level AA)
- c. Website must be mobile friendly (responsive) so that mobile users have relatively the same overall experience as desktop users
- d. Development of a Township mobile "app"
- e. Ability to manage all pages within the site in house by non-technical staff
- f. Event calendar for municipal and community events
- g. News management module (ex. Newsfeed/Announcements), with the ability for the public to "subscribe" to newsfeed and other municipal information, either through the website and/or "app"
- h. Website must provide full content search capabilities
- i. Website and App must provide ability to capture and report on usage statistics
- j. Content migration from the old website to the new website
- k. Compatibility with third party tools such as: agenda/meeting management (eScribe), facility registration/bookings/rentals (Booking), public service requests (Citywide), burn permits (ec.burnpermits.com)
- l. Product must be supported by full product support and maintenance following website and app development and go-live date
- m. On-going software maintenance including, but not limited to product updates, bug fixes, and any other related issues (could form part of potential annual service agreement contract)
- n. Training must be provided to the relevant Township staff
- o. All email notifications which originate from the proposed website must comply in full with the regulations set out in the Canada's Anti-Spam Legislation (CASL)
- p. Ability to easily build and issue forms on the Township website for items such as, but not limited to: permits, licenses, registration, inquiries, comments/complaints, etc.
- q. Ability to employ online applications with secure forms which can be completed/submitted online with ability to e-file
- r. Ability to provide simple online payments for services, such as building permits, various licenses, dog tags, transfer station/dump cards, registration for recreation programs, possibly a shopping cart function
- s. Integrate a business/tourism directory from other organizations
- t. Merge predetermined data from the current www.twpec.ca site to the new site to avoid the loss of information.

It is critical to the Township of Edwardsburgh Cardinal that any proposed solution allow the website and App processes to evolve in a manner that will satisfy new and emerging requirements.

2.3 Value Added Opportunities

Bidders are encouraged to identify and integrate value-added opportunities into their proposals. Recommendations of tools, processes, technologies, etc. that will help the Township achieve its goals and bring innovation and efficiencies to the Township will be viewed favourably.

Anything that is not part of the financial proposal (mandatory requirements) must be identified and priced separately. Value added opportunities that are included in the cost should be clearly identified as included.

2.4 Complete Submission Package

Proposals must contain the following information:

- a. Proponent's name, address, telephone, email, and fax number for all communication;
- b. A general description of the bidder's qualifications to include but not limited to: experience of bidder and team members, including all sub-consultants if proposed;
- c. The names and titles and bios of all team members;
- d. Project experience: provide an overview of previous related experience with client references, project description;
- e. Description of the approach and methodology of how the bidder proposes to address all mandatory and non-mandatory requirements;
- f. A detailed work plan that includes: scope of work, involvement with Township staff, timeline for project completion, and training schedule;
- g. Four (4) references;
- h. Completed required bid forms (Section 5 – Form 1)
- i. Detailed financial proposal – two (2) copies shall be provided
- j. The bidders shall provide one (1) original copy and two (2) photocopies of their proposals.

2.5 Financial Proposal

In a separate sealed envelope, clearly identified as "Financial Proposal", and using Form 2 in Section 5, the bidder shall provide a total upset limit price, to include all consulting fees, disbursements and taxes, to complete this project in accordance with the RFP. The financial proposal is to be broken down by category with expected timing identified in order to allow for budgetary control. Additionally, the financial proposal shall outline ongoing support costs with a monthly and annual rate option.

2.6 References

The bidder's response must consist of a minimum of four (4) references, two of which must be from the Ontario municipal sector. Each reference should include the identity of the client organization, a contact name, address, phone number, and a brief description of the work that the bidder or team member have done. The Township may contact any or all of the references provided in its evaluation of the proponent's proposal.

3. Evaluation Methodology

3.1 Review

Proposals will be reviewed in detail and scored by the Township evaluation team on a consensus basis. The team reserves the right to clarify any issues during the entire evaluation process. The evaluation team intends to recommend the appointment of the proponent on the basis of most qualified personnel and “best overall value” to the Municipal Council.

The contents of the proposals should address the evaluation criteria outlined below and will be scored in relation to the points that are stipulated.

Experience & Qualifications (Company profile/service/support and references)	20 points
Proponent’s ability to perform contract/demonstrated understanding	15 points
Product review (approach and services for mandatory requirements)	20 points
Any value added services included in the proposal at no additional cost	10 points
Proposed work plan	10 points
Financial Proposal/Purchase Price	25 points
Total	100 points

3.2 Method of Evaluating Cost

cost of lowest proper proposal

_____ x full weight of cost criteria

cost of proposal being evaluated

10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways/very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the Township's needs
8	Good	Exceeds the requirements of the criterion but in a manner, which is not completely beneficial to the Township's needs
7		Fully meets all requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5		Addresses most, but not all, of the requirements of the criterion to minimal acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3		Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
2	Very Poor	Very Poor to Unsatisfactory
1	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

4. Project Timing & Responsibilities

The Township has established the following timelines for the project.

Item	Projected Date
Request for Proposals Issued	July 6, 2020
Deadlines for Questions	August 13, 2020
Response to Questions	August 20, 2020
RFP's Due to the Township	September 4, 2020
Selection of Successful Bidder	September 28, 2020
Project Begins	TBD
Project Ends	TBD

4.1 Responsibilities of the Township

The Township will provide the following:

- a. Access to information that assist the successful bidder in completing the project
- b. Coordination of meetings with staff members as required and all meeting expenses (minus travel expenses)
- c. Distribution and collection of materials to/from staff
- d. General direction to the bidder and review information prepared by the bidder and comment in a timely manner
- e. Authorize payment of invoice to bidder

4.2 Responsibility of the Successful Bidder

The successful bidder will provide the following:

- a. A mutually acceptable agreement outlining the terms, conditions, scope of the work to be provided (upon selection)
- b. All professional services related to the execution of the project
- c. Attendance at meetings with staff members as required
- d. All travel expenses and disbursement for this project

5. Bid Forms

5.1 Form 1 – Proposal Form & Schedules

**Request for Proposal for Township Website Redesign & Mobile App Development
ADM – 2020 – 02**

Closing Date: September 4, 2020

Time: 4:00 p.m. local time

To receive consideration, all submissions must be date and time-stamped at the Township Office, prior to the above noted closing time. Please submit your response in accordance with this RFP, clearly labelled as follows:

REQUEST FOR PROPOSAL: WEBSITE REDESIGN & APP DEVELOPMENT

The Corporation of the Township of Edwardsburgh Cardinal
18 Centre St, PO Box 129
Spencerville, ON, K0E 1X0

This proposal is submitted by:

Full Legal Name of Company/Firm: _____

Name of Contact: _____

Address: _____

Province and Postal Code: _____

Email Address: _____

Telephone: _____

By my signature hereunder, it shall be understood that I have read, understood and agree to abide by the instructions, terms, conditions and specifications contained in this Request for Proposal document, including Addendum # ____ to Addendum # ____ to RFP: ADM-2020-02.

Respondent

Signature

Date

To the Township of Edwardsburgh Cardinal, hereinafter called the "Township":

I/We _____ the undersigned have authority to make this declaration on behalf of and to bind the proponent to its contents. I/We declare:

That the matters stated in the said bid are in all respects true, accurate and complete.

That no person, firm or corporation other than the one that is submitting this proposal has any interest in this proposal or in the contract offered thereby.

That I/We do hereby bid and offer to enter into a contract 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 bid, 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 bid herein.

That I/We agree that this proposal is to continue open for acceptance until a formal agreement is executed by the successful proponent or for ninety (90) days following the proposal closing date, whichever occurs first and that the Township may, at any time within that period, without notice, accept this proposal whether any other proposal has been previously accepted or not.

That the awarding of the contract, by the Township is based on this submission, which shall be an acceptance of this bid.

That this proposal is made without any connection, knowledge, comparison of figures or arrangement 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.

That if the bid is accepted, I/We agree to furnish all documentation, security and certifications as required by the proposal document and to execute a formal contract in a form acceptable to the Township within ten (10) working days after notification of award. I/We understand that any acceptance by the Township is fully conditional upon the receipt of said documents, security and certifications by the Township within ten (10) working days. If I/We fail to do so, the Township may accept the next lowest or any bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.

That no member of the Municipal Council, or any officer of the Township of Edwardsburgh Cardinal is, or will become interested directly or indirectly as a contracting party of otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived there from.

That I/We agree to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the bidder is not the patentee, assignee, or licensee.

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

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

(If corporate seal is not available, documentation should be witnessed)
(Failure to sign here may result in rejection of this submission)

Dates at the _____ of _____
(Town/City)

This _____ day of _____, 2020.

Schedule of Items

1. Delivery Schedule

Proponent to provide realistic delivery schedule that includes: scope of work, involvement with municipal staff, timeline for project completion, and training schedule.

2. Sub-Contractors/Suppliers/Sub-Consultants

Submit a list of sub-contractors/suppliers/sub-consultants to be used for the supply of goods/services, or indicate "Not Applicable".

Contact	Details
Name:	Company Name:
	Type of Goods/Services provided:
Phone:	Address:
Email:	Years in Business:
Name:	Company Name:
	Type of Goods/Services provided:
Phone:	Address:
Email:	Years in Business:

3. References

Please list a minimum of four (4) references as noted in section 2.4 to complete the submission package.

Company Name & Phone Number	Contact Person(s)	Type of Goods/Services Provided
1.		Goods/Services: Dates:
2.		Goods/Services: Dates:
3.		Goods/Services: Dates:
4.		Goods/Services: Dates:

Note:

If insufficient space is provided in this, please provide the required information in the same format on a separate form attached to this RFP.

4. Representation, Warranty and Acknowledgement Regarding Accessibility Compliance and Accessible Customer Service Training

Representation and Warrant

(Insert Company/Firm Name) _____

Hereby represents and warrants that:

1. My/Our employees, agents, volunteers or others for whom I/ We are responsible, will have successfully completed Accessible Customer Service Training prior to commencement of the work on behalf of the Township of Edwardsburgh Cardinal, in accordance with the award of this RFP.
2. The accessible customer services training provided will encompass the following content:
 - A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005, and the requirements of the customer service standard;
 - How to interact and communicate with people with various types of disability;
 - How to interact with people with disabilities who use an assistive device, service animal or a support person;
 - How to use the equipment or assistive devices available on Township premises that are otherwise provided that may help with the provision of goods or services to people with disabilities;
 - What to do if a person with a particular type of disability is having difficulty accessing the Township's goods or services; and

Acknowledgement:

I/We acknowledge that as a contractor/consultant of the Township of Edwardsburgh Cardinal, we are bound to comply with all accessibility standards under the Accessibility for Ontarians with Disabilities Act, 2005, as amended from time to time.

I/We declare that I/We have read, understand and will meet or exceed all accessibility standards.

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Township of Edwardsburgh Cardinal and as such I/We solemnly provide this representation and warranty as if it was given under oath.

Company Name

Signature

Print Name & Title

Signature

Print Name & Title

Date

I/We have the authority to bind the company/firm.

6. Appendices

6.1 General Conditions – Consulting Services

1. Bid Closing Time

The requested number of original and copies of the proposal, shall be properly signed and sealed and clearly marked as to its contents, shall arrive at the Township office no later than the specified time and closed date indicated on the cover page and within the document. **Late bids shall not be accepted**; however, they shall be time and date stamped and returned to the bidder unopened upon request.

2. Bid Requirements

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

- a. Bids must be submitted on the forms (form 1&2) supplied by the Township. Submissions must not be restricted by a statement added to the bid form or by a covering letter.
- b. The forms shall be signed in the spaces provided by a duly authorized official of the entity bidding. If a joint bid is submitted, it shall be signed on behalf of each of the bidders and if the signing authority for both bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of a non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the bid forms adjacent to the authorized signatures.
- c. Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the company.
- d. Adjustments by telephone, fax, email or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or superseded it with a later bid submission prior to the specified bid closing time.
- e. Bids must be submitted in sealed envelopes and must be clearly identified on the outside of the envelope, as noted in section 5.1 (form 1). Proposals received after closing time specified in the bid document will not be considered.
- f. Faxed submissions are not acceptable.
- g. Delivery of the submission through a courier service shall be the responsibility of the bidder and shall result in the submission being rejected where:
 - Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Township of Edwardsburgh Cardinal's Office prior to the closing date and time; and/or
 - Bid submission which is enclosed in the courier envelope that does not state "Bid Document Enclosed" and is removed from the courier's envelope prior to the closing date and time; and/or
 - Bid submission is delivered later than the closing date and time
- h. Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Township may be rejected. The Township will be the sole judge in this matter.

3. Bidders Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and has carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township as set forth or specifically referred to therein.

The Bidder declares that his submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

4. Clarification of Document

No officer, agent or employee of the Township is authorized to alter any portion of these documents. During the period prior to submission of Quotations/Tenders/ Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/Proposal was prepared.

The Township will issue all written addendum to the bid documents to each bidder or prospective Bidder via e-mail, Fax or electronic posting.

Bidders are required to confirm receipt of each addendum. Although the Township will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

5. Insurance and Workplace Safety Insurance Board

The successful bidder shall deliver a certified copy of the firm's Public Liability and Property Damage Insurance within ten (10) working days of receiving the Acceptance Notice. Coverage shall be at least \$2,000,000.00 per incident, with the Township of Edwardsburgh Cardinal named as additional insured. Where applicable, the bidder shall carry standard automobile and non-owned automobile liability insurance. Additional coverage may be required.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

or

The successful bidder shall provide proof to the Township from the Workplace Safety & Insurance Board that the bidder does not require Workplace Safety & Insurance Board Insurance. If the successful bidder changes its status with the Workplace Safety & Insurance Board during the term of the contract such that coverage is required, the successful bidder shall immediately provide the Township with the W.S.I.B. Clearance Certificate.

Failure to provide such proof shall result in cancellation of the Contract.

6. Proof of Ability

The bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed sub-consultant, to perform the work.

7. Pricing Requirement

Prices shall be in Canadian funds, quoted separately for each item. All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

8. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission, will be considered in the evaluation of bids. The Township shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

9. Patents and Copyrights

The Company shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Township the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

10. Assignment

The company shall not assign the contract or any portion thereof without the prior written consent of the Township.

11. Occupational Health & Safety Act

The Company agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

12. Laws, Regulations, Permits, Fees and Licenses

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Township and any other governing body.

13. Substitutes & Alternates

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Township. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

14. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

15. Samples

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

16. Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Township's Procurement Policy.

17. Contract Award

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omissions. The Township also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Township be unable to reach an

agreement with the lowest compliant bidder, the Township reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call if in so doing the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of Edwardsburgh Cardinal reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Township may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the Township.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The bidder to whom the contract is awarded will be notified by letter and/or email with Council's resolution where required.

18. Contract Cancellation

The Township shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

- a) If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice, terminate the contract.
- b) If the Company fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to perform the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.
- c) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
- d) If the Township terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the Company until its liability to the Township is ascertained;
 - iii. Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or

becoming due to the Company, any balance to be paid by the Company to the Township).

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

19. Contract Extension Option

If so desired by the Township, a contract extension may be proffered for an additional three years. Within two months of the anniversary of the contract or extension of contract in year two, the Township has the option to negotiate a price with the selected company and if satisfied with the product and price, an extension to the contract will be presented.

20. Disclosure

Requests for Proposal are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

21. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Township of Edwardsburgh Cardinal and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Township of that fact.

The Company may declare confidentiality of their bid; however, the Township is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Township of Edwardsburgh Cardinal, please contact the Clerk, Township of Edwardsburgh Cardinal, 18 Centre Street, Spencerville, Ontario K0E 1X0 (613-658-3055).

22. Complaints

Any complaint on the process and procedures as outlined in the Township's Procurement Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the Township of Edwardsburgh Cardinal shall be in writing and shall be submitted to Rebecca Williams, Clerk for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

23. Accessibility

The Township of Edwardsburgh Cardinal is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the

Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

24. Retainer & Status of Consultant

The Township retains the services of the consultant and the consultant hereby agrees to provide the services described herein under the general direction and control of the Township. The consultant is retained as an independent contractor for the sole purpose of providing the services. Neither the consultant nor any of its personnel are engaged as an employee, servant or agent of the Township.

25. Services

The services to be provided by the consultant and by the Township are set forth in the terms of reference and the proposal, as amended by the agreement that shall be entered into at time of awarding of the contract and such services as changed, altered or added to, under the provisions of the agreement are hereinafter called the "services". All services shall be performed by staff of the consultant and the consultant shall not engage others to perform specialized services unless prior approval, in writing, is obtained from the Township.

26. Force Majeure

A party hereto shall not be responsible for failures in performance due to force majeure. Force Majeure means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:

- the negligence or willful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
- any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
- lack or insufficiency of funds or failure to make payment of monies or provide required security;

Provided further that, in the case of an event of Force Majeure affecting the Consultant, the Consultant notifies the Corporation as soon as possible and in any event within five (5) working days following the date upon which the Consultant first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the Corporation may verify

same.

In any such event, Consultants agreement and price and schedule shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the agreement.

27. Confidential Information

Information communicated to or acquired by the Consultant in the course of carrying out the Services provided for herein shall not be either divulged or used by the Consultant on any other project unless prior approval, in writing, is obtained from the Corporation. The Consultant shall not at any time before, during or after the completion of the work divulge any confidential information acquired in the course of carrying out the work provided herein. No such information shall be used by the Consultant before, during or after the completion of work on this or any other project without the prior written approval of the Corporation.

28. Timeline

- a. The Consultant shall perform the Services expeditiously to meet the requirements of the Corporation and shall complete any portion or portions of the Services in such order as the Township may require.
- b. The Consultant shall perform all the Services required under this Agreement by the date or as otherwise approved, in writing, by the Township. Requests for extensions of the completion date shall be submitted, in writing, by the Consultant no later than twenty (20) days prior to the completion date.
- c. The Township shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith within a reasonable time so as not to delay the work of the Consultant.

29. Severability

If any provision of this contract becomes illegal or unenforceable in whole or in part, the remaining provisions shall nevertheless be valid, binding and subsisting.