



**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
REQUEST FOR PROPOSAL**

**Corporate Strategic Plan Prince Edward County
RFP # 2019-CDC-15**

USE BLACK OR BLUE PEN TO COMPLETE

Address Postal Code

Telephone Number Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person Company Web site

Closing March 15, 2019 at 2:00:00 p.m. local time

TABLE OF CONTENTS

		Page No.
Definitions and Interpretations		3
Part "A"	Instructions to PROPONENT	4-8
Part "B"	Standard Terms and Conditions	9-18
Part "C"	Terms of Reference	19-23
Part "D"	<u>Form of Proposal</u>	
	Agreement to Contract and Schedule of Prices	24-25
	Accessibility	26
	References	27
	Fax Form for Clarification and Questions	28
	Return Label	29

Bidders: Mandatory Requirements:

Bidders who have downloaded this document are required to register with The Corporation of the County of Prince Edward Purchasing Clerk prior to proposal submission, failure to register with the Purchasing Clerk will result in your tender being rejected – no exceptions.

In order to register, please send your contact information to the following:

**Patti White, Purchasing Clerk
The Corporation of the County of Prince Edward
Email: pwhite@pecounty.on.ca or
Fax: 613-476-7622**

Please be sure to indicate which tender your firm is registering for i.e. #2019-CDC-15

DEFINITIONS AND INTERPRETATIONS

1. **Purchasing By-Law:**

PROPOSALS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law and Procedures (copy available upon request). By submitting a PROPOSAL each PROPONENT agrees to be bound by the terms and conditions & definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFP. Copies are available by visiting the County's web-site:

www.thecounty.ca

2. **Interpretation: The following rules of interpretation apply:**

- a) Each reference to Provincial legislation in this RFP, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this Proposal denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

PART A - INSTRUCTIONS TO PROPONENTS

1) **CONTRACT/ INTENT**

The intent of this RFP is to secure a qualified consultant to undertake a Corporate Strategic Plan for the County of Prince Edward.

A Corporate Strategic Plan in accordance with the terms, conditions, terms of reference, and appendices and attachments of this RFP. The MUNICIPALITY may or may not enter into a CONTRACT as a result of the issuance of this RFP.

2) **PROPOSAL DELIVERY & OPENING**

- a) PROPOSALS made on the forms provided must be submitted in a sealed package, clearly marked **Corporate Strategic Plan Prince Edward County** and must be submitted to the following address to the attention of the following individual **prior to 2:00:00 p.m., Local Time, March 15, 2019** (the “deadline for submission”). PROPOSALS must be time-stamped at the above location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Clerk's Department
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
332 Main Street, 2nd Floor
Picton, ON, K0K 2T0

- b) PROPONENTS shall submit one document marked “original” and **four (4) additional copies**.
- c) In the event that the PROPOSAL is too large for an envelope, the PROPOSAL shall be **sealed** in a carton clearly marked with the CONTRACT number and description.
- d) The use of the mail or courier services for delivery of a PROPOSAL will be at the risk of the PROPONENT.

In the event that the PROPOSAL is received by a means other than ‘in person’ and is received past the submission deadline, it will be time stamped and returned unopened by courier.

- e) **Note: Since PROPOSALS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery, secure site or otherwise, are not acceptable.**
- f) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of PROPOSALS, and all PROPOSALS and accompanying documents submitted by the PROPONENT become the property of the MUNICIPALITY and will not be returned. There will be no payment to PROPONENTS for work related to or materials supplied in the preparation, presentation and evaluation of any PROPOSAL, nor for the CONTRACT negotiations whether they are successful or unsuccessful.

- g) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any PROPONENT, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any PROPOSAL, or by reason of any delay in the acceptance of any PROPOSAL.
- h) PROPOSALS will be opened at a public proposal opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 2nd, Floor, Picton, ON and PROPONENTS are invited to attend. Only the names of the PROPONENTS and their compliance status will be read out at the opening. No additional information will be disclosed at that time. Requests for information as disclosed at the public opening shall be in writing, directed to the individual indicated in Part A, item 4 of this RFP.

3) PROPOSAL SUBMISSION

- a) Submission of a PROPOSAL will constitute acceptance of all provisions contained in this RFP on the part of all PROPONENTS.
- b) When submitting a PROPOSAL, PROPONENTS must ensure that all areas of this RFP that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete PROPOSAL being rejected.
- c) If a PROPOSAL does not conform in every detail with the Terms of Reference attached to this RFP as Part C, the PROPONENT is required to explain the deviation in the PROPOSAL.
- d) The PROPOSAL must bear an original signature of an authorized signing officer of the PROPONENT or the PROPOSAL may be rejected. If a joint PROPOSAL is submitted it must be signed by signing officers of each of the joint PROPONENTS.
- e) PROPOSALS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. PROPOSALS must be legible, written in ink, or by typewriter. PROPOSALS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.
- f) None of the conditions contained on the Proponent's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- g) Any erasures or corrections to a PROPOSAL must be initialled or noted by the PROPONENT or the PROPOSAL may be deemed as IMPROPER and may not be considered.

4) INQUIRY

- a) All inquiries regarding this RFP shall be directed, in writing, to the attention of Patti White, Purchasing Clerk via fax at: (613) 476-7622, or by email to pwhite@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the PROPONENT'S convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the PROPOSAL. Oral arrangements or discussions cannot be relied upon.
- c) **Questions for Clarification of the RFP must be submitted and be received before 4:00 p.m. Local Time March 11th, 2019.** Questions for Clarification received after this date will not be answered. Answers to questions and clarifications may be released in the form of an addendum should the County determine the information is relevant to all Interested Respondents.
- d) If during the period prior to submission of PROPOSALS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the PROPOSAL requires formal amendment or clarification, written addenda to this PROPOSAL will be produced and distributed to all known PROPONENTS. In that case, the PROPOSALS shall identify the addenda and indicate how they respond to them. The PROPONENT shall list and attach any addenda that were considered when the PROPOSAL was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the PROPOSAL being deemed as IMPROPER.
- e) PROPONENTS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this RFP in subsection a) above, for whatever reason, during the PROPOSAL or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-proposal meeting of all PROPONENTS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITIES choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- f) Although The Corporation of the County of Prince Edward will make every reasonable effort to ensure a PROPONENT receives all addenda issued, it is the PROPONENT'S ultimate responsibility to ensure all addenda have been received.
- g) All references to PROPONENTS include all staff from the proposing organization as well as all Consultants and sub-consultants that the proposing organization may hire to supply the SERVICES.
- h) A consultant may submit a question by fax, and request that the question and answer not be circulated to other consultants. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the RFP. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the consultant's request, and will notify all interested consultants of the error and what corrective action to take. If the information is not critical, but The Corporation of the County of Prince Edward judges it fair to circulate the answer to all consultants, the enquiring consultant will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a consultant's unique proposal strategy, The Corporation of

the County of Prince Edward will honour the consultant's request and respond only to the enquiring consultant.

5) PROPOSAL CONTENT

PROPOSALS will be deemed complete if they include:

- a) A completed title page including the legal name and address of the head office of the PROPONENT. A blank title page is provided as part of this RFP.
- b) A completed and executed Form of Proposal - Agreement to Contract and Schedule of Prices, attached to this RFP as Part D.
- c) Reference list, attached to this RFP as Part D. PROPONENTS must provide three appropriate references, listing completed projects of a similar size and nature, including contact names and telephone numbers.
- d) A detailed information package, clearly identifying each item as outlined in Part C of this RFP.

If any of the above information (items (a) through (d) inclusively) is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the PROPOSAL in its entirety.

6) PROPOSAL EVALUATION

PROPOSALS will be evaluated on the basis of information provided by the PROPONENT at the time of the submission as well as the previous experience of the PROPONENT in this marketplace.

PROPOSALS will be evaluated by a Review Committee. The evaluation team will compile a "short list", and the County may contact those PROPONENTS for interviews. The MUNICIPALITY may ask PROPONENTS to provide further information or clarification on the contents of their PROPOSAL or may be required to confirm statements on capacity, capability or costs.

PROPOSALS will be evaluated and scored based on the information supplied in accordance with Part C, as well as the following requirements:

- a. PROPOSAL quality: including organization, clarity, completeness, content and presentation;
- b. PROPONENT experience in similar or related projects as well as their experience with government bodies;
- c. The cost effectiveness of each PROPOSAL will be based upon the information supplied in Part C.
- d. Background and proposed staffing experience, is this an area of expertise? Has the proponent indicated similar projects/background? Including addressing making the client/municipality part of the project team (with respect to feedback, process, insight, etc...). Project Control/Measurable: does the proponent show significant experience and planning to meet objectives?
- e. Price: Does the criteria justify the price?

- f. Quality/Methodology/Creativity: Was this unique, innovative, and insightful? Good quality of thinking? Were you impressed with process used? Specifications: Were RFP questions answered? Was the challenge in RFP sufficiently addressed?

7) ACCEPTANCE OF TERMS

Each PROPONENT, by submitting a PROPOSAL, represents that the PROPONENT has read, completely understands, and accepts the terms, conditions, and terms of reference of the RFP in full.

PART B – STANDARD TERMS AND CONDITIONS

1) **INTENT**

- a. The intent of this RFP is to secure one CONSULTANT for all SERVICES, for all departments and/or agencies but the MUNICIPALITY reserves the right to choose more than one or no CONSULTANT.
- b. The intent of the CONTRACT is that the CONSULTANT shall supply CONSULTING SERVICES complete and suitable for the MUNICIPALITY'S intended use.

2) **ACCEPTANCE**

- a) As soon as practicable after opening the PROPOSALS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a PROPOSAL will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a PROPOSAL. Acceptance of a PROPOSAL by the MUNICIPALITY shall bind the CONSULTANT to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
 - i) The contract for services
 - ii) the RFP;
 - iii) and the Consultant's PROPOSAL.
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen PROPOSAL, the term in the Contract for Services prevails to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a PROPOSAL in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all PROPOSALS. There shall be no requirement of this RFP, implied or otherwise, that the PROPOSAL representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The RFP process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). PROPONENTS must submit their PROPOSALS in accordance with all items identified in Part A, Part B, Part C and Part D of this RFP.
- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the PROPOSAL, and to award CONTRACTS to one or more PROPONENTS; to accept or reject any PROPOSAL in whole or in part; to waive irregularities and omissions in the MUNICIPALITIES sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.
- f) Should the MUNICIPALITY receive only one (1) PROPOSAL on commodities/ services that have a known multiple source potential, the right is reserved to recall or cancel the competition.

- g) All PROPOSALS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the PROPOSALS and for the investigation of the PROPONENTS.
- h) Upon acceptance of a PROPOSAL, (or any part of it), by the MUNICIPALITY, the successful PROPONENT shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a PROPOSAL (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful PROPONENT, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative PROPONENT or revise and reissue this RFP or cancel this RFP. If the MUNICIPALITY exercises such right, the successful PROPONENT has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i) No PROPOSAL shall be accepted from any person or PROPONENT who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

3) PROPONENT ELIGIBILITY

- a) PROPONENTS must meet the MUNICIPALITIES requirements for experience. The MUNICIPALITY will disqualify any PROPONENT who cannot provide the following, when requested by the MUNICIPALITY:
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
 - iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT.
 - iv. evidence of sufficient professional liability insurance.
- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any PROPONENT prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any PROPONENT OR PROPOSAL based on the information obtained.

This PROPOSAL is made by the PROPONENT without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a PROPOSAL for the same SERVICES, and is in all respects fair and without collusion or fraud.

4) ASSIGNMENT

- a) The CONSULTANT shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.
- b) It is understood and agreed that the PROPONENT will be an independent CONSULTANT and that all services will be performed by the employees or agents of the CONSULTANT. Sub-contracting agreements made by the CONSULTANT will not release the CONSULTANT from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium PROPOSALS must have one prime CONSULTANT who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the Consultant's partners, sub-contractors or suppliers in the event the prime CONSULTANT defaults on its responsibilities. The prime CONSULTANT must communicate such to its partners, sub-Consultants and suppliers. The prime CONSULTANT must also provide the MUNICIPALITY with a written statement outlining function components that the sub-CONSULTANT(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-Consultants.

5) INDEMNIFICATION

- a) The CONSULTANT agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the CONSULTANT also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the Consultant's failure to exercise reasonable care, skill or diligence in their performance or rendering of any SERVICES or SERVICES to be performed or rendered by the CONSULTANT, pursuant to the CONTRACT.
- b) The CONSULTANT shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

6) CHARACTER OF WORKERS

- a) The reference to "workers" refers to workers of the CONSULTANT and its sub-Consultants (if any), and includes Corporate Officers.
- b) The CONSULTANT agrees to employ only orderly, competent, and skilful workers. Whenever the MUNICIPALITY informs the CONSULTANT in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the CONSULTANT will ensure that the worker in question is removed from the

work and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

7) PATENTS AND COPYRIGHTS

- a) The CONSULTANT shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the SERVICES (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The CONSULTANT shall pay all royalties and patent license fees required for the SERVICES.
- c) If the SERVICES (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the CONSULTANT shall either secure for the MUNICIPALITY the right to continue using the SERVICES or shall, at the Consultant's sole expense, replace the infringing SERVICES with non-infringing SERVICES or modify it so that the SERVICES no longer infringes.

8) ERRORS AND OMISSIONS OF THE CONSULTANT

Errors, mistakes, or omissions made by the CONSULTANT, its agents, employees, or workmen shall be rectified by the CONSULTANT at its sole expense.

9) QUANTITIES

- a) Unless otherwise specified in this RFP, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.
- b) Unless otherwise stated, payment will be by the unit complete at the PROPOSAL price on the actual quantities deemed acceptable by the MUNICIPALITY.

10) TERMS OF PAYMENT

- a) Unless alternate payment terms are specified in the Terms of Reference attached to this RFP as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the SERVICES provided or performed in each month and accepted by the MUNICIPALITY. Invoices will be payable by the MUNICIPALITY 30 days after they are received. Payments made by the MUNICIPALITY, including final payment, shall not relieve the CONSULTANT from its obligations or liabilities under the CONTRACT.
- b) Acceptance by the CONSULTANT of the final payment shall constitute a waiver of claims by the CONSULTANT against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.

- c) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the CONSULTANT any amount sufficient to remedy any defect or deficiency in the SERVICES, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the CONSULTANT resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

11) UNPAID ACCOUNTS

The CONSULTANT must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the SERVICES and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

12) CHANGES IN THE SERVICES OR SERVICES

The MUNICIPALITY may, without invalidating the CONTRACT, direct the CONSULTANT to make changes to the SERVICES. When a change causes an increase or decrease in the SERVICES, the CONTRACT price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the MUNICIPALITY and CONSULTANT. All changes must be in writing.

13) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion; non-performance of the CONTRACT, including the level of quality of SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the CONSULTANT fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITIES evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the CONSULTANT fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.
- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any PROPONENT for breach of the terms and conditions of this RFP or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated CONSULTANT as the Bidder or PROPONENT on future quotations, tenders or requests for proposal or as a sub-trade to a Bidder or PROPONENT on future competitions (quotations, tenders, or proposals) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified CONSULTANTS in any future quotation, tender or requests for proposal.

14) PRICING (TERM OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the PROPONENT must be satisfied as to the full requirements of the RFP. No claims for extra work or SERVICES will be entertained and any additional SERVICES must be authorized in writing prior to commencement. Should the PROPONENT require more information or clarification on any point, it must be obtained prior to the submission of the PROPOSAL.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any SERVICES, prior to delivery or completion of the SERVICES, the appropriate increase or decrease in the price of the SERVICES, shall be made to compensate for the change as of the effective date.
- c) The CONSULTANT shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the SERVICES save and except the Harmonized Sales Tax which is extra where applicable.
- e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any PROPOSAL that is in error through addition or extension; the corrected value prevailing, and all PROPONENTS shall be bound by such corrections.

15) DISCLOSURE

- a) Total bid prices will only be made available if provided to THE MUNICIPALITY'S Council in a public report.
- b) Submissions of PROPOSALS as a result of this RFP are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- c) Release of information contained in the PROPOSAL may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the PROPONENT. This would include scientific, technical, financial or labour relations information.
- d) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- e) To prevent the release of information the PROPONENT must state that the PROPOSAL is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

16) WITHDRAWAL OR QUALIFYING OF PROPOSALS

- a) If, after submission of a PROPOSAL, a PROPONENT receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original

submission of that PROPOSAL, the PROPONENT shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it. The envelope shall include the following information: Proponent's name (or company name under which the original PROPOSAL was submitted), the appropriate competition document reference and the addenda number.

- b) If after submission of a PROPOSAL, a PROPONENT receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the PROPONENT, the PROPONENT shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- c) A PROPONENT who has already submitted a PROPOSAL may submit a further PROPOSAL at any time up to the deadline for submission. The last PROPOSAL received shall supersede and invalidate all PROPOSALS previously submitted by that PROPONENT for this RFP.
- d) A PROPONENT who has submitted a PROPOSAL may request that its PROPOSAL be withdrawn. (Adjustments or corrections to a PROPOSAL submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY'S CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITIES Purchasing By-law.

17) CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the CONSULTANT shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the CONSULTANT for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the CONSULTANT fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

18) LAWS AND REGULATIONS

The CONSULTANT shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The CONSULTANT shall be responsible for ensuring similar compliance by its suppliers and sub-contractors. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

19) DEFAULT BY CONSULTANT

- a) If the CONSULTANT: 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 CONSULTANT makes a general assignment for the benefit of its creditors; then,

in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.

- b) If the CONSULTANT: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the SERVICES; or fails to prosecute the SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITIES written consent; or refuses to correct defective SERVICES; 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 MUNICIPALITY may, upon expiration of ten days from the date of written notice to the CONSULTANT, terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
 - i) withhold any further payment to the CONSULTANT until the completion of the SERVICES or SERVICES and the expiry of all obligations under the CONTRACT; and
 - ii) recover from the CONSULTANT any loss, damage and expense incurred by the MUNICIPALITY by reason of the Consultant's default (which may be deducted from any monies due or becoming due to the CONSULTANT).

20) SAMPLES

Samples when required must be submitted strictly in accordance with the instructions. If samples are requested after opening of PROPOSALS, 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 Proponent'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 MUNICIPALITY shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the CONSULTANT from its obligations under the CONTRACT.

21) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this RFP, has any interest in this PROPOSAL or in the CONTRACT.
- b) I/We further declare that this PROPOSAL is made without any connection, knowledge, comparison of figures or arrangement with any other CONSULTANT, firm or person making a similar PROPOSAL and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting

party or 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 of it, or of any such supplies to be used therein or any of the monies to be derived from it.

- d) I/We further declare that the statements contained in the PROPOSAL are in all respects true.
- e) I/We further declare that I/We have examined the locality and site(s) of the proposed SERVICES, as well as all the terms of reference relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT. I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the PROPOSAL, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this PROPOSAL.
- f) I/We agree that this PROPOSAL is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this PROPOSAL of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the PROPOSAL closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this PROPOSAL whether any other PROPOSAL had been previously accepted or not.

22) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this RFP. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for PROPONENTS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

23) MULTIPLE PROPOSALS

The RFP outlines minimum or base requirements only. The PROPONENT is free to offer alternative methodology. Each ALTERNATIVE must comply with the intent of this RFP and be complete in all respects, with point by point responses to all relevant sections, including pricing and schedules.

For comparison purposes, each PROPONENT shall submit a complete response that meets the base requirements. PROPOSALS that do not address the base requirements shall be rejected.

Multiple PROPOSALS from any one PROPONENT will be acceptable provided the following conditions are met:

- each PROPOSAL must be packaged separately.
- each PROPOSAL shall be dealt with separately and shall be subject to the requirements of the RFP.

24) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

The Owner/Contractor will obtain and maintain in full force and effect during the term of this contract, Professional Liability Insurance acceptable to the County in an amount of not less than One million dollars (\$1,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall:

- (a) include as an additional insured "The Corporation of the County of Prince Edward" in respect of and during the provision of services by the Owner/Contractor pursuant to this contract;
- (b) Provide to the County, 30 days prior notice of any alteration, cancellation or change in policy terms which reduce coverage.

PART C, TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1.0 Introduction

The purpose of this proposal is to solicit bids for the facilitation of a Corporate Strategic Planning exercise and resulting Corporate Strategic Plan for the County of Prince Edward.

The County of Prince Edward is an island community on the shores of Lake Ontario with a proud United Empire Loyalist heritage. Boasting beautiful beaches and a unique rural landscape, the County offers serene country living. Our strong agricultural roots, thriving tourism attractions, renowned regional cuisine, and growing beverage industry combine to offer a unique and unmatched quality of life.

The County is home to 25,000 residents who live in both rural areas as well as a small number of settlement areas. The County is a destination of choice for more than 6,000 seasonal residents and well over 750,000 summer visitors.

Part of the County's appeal comes from the tranquil rural landscapes, dramatic coastlines, and historic settlements that include the town of Picton and villages of Wellington and Bloomfield, where about one-third of the population resides. Other draws are the beaches and harbours, the wineries, breweries and local foods, emerging tech industry, festivals, artist's studios and architecture that dates from the late 1700's.

2.0 Intent

The intent of this project is to create one strategic planning process for Council as well as for the Community Economic Development Commission (CEDC) which previously worked with its own separate Strategic Plan.

While Council is concerned with broad community priorities and municipal services delivery, the CEDC is a municipal service board which has a mandate to provide: policy leadership and support to council, industry support and activities and community leadership and engagement related to community and economic development. This Commission is comprised of County councillors, a representative from the local Chamber of Commerce, citizen members reflecting the diversity of the community. The Corporate Strategic Plan should provide a lens through which all Council and Staff decisions are formed. Council, the Community Economic Development Commission, and all Departments within the Corporation of the County of Prince Edward will use this document to set priorities as well as developing a framework for identifying projects and enabling sound decision-making for the betterment of the County.

The purpose of the Strategic plan is to:

Clearly articulate a vision for the municipality that will define the priorities of Council for the next 4 years, as well as setting longer term goals which stretch beyond this term of Council. We are looking for an innovative, priority-oriented Corporate Strategic Plan that addresses both internal organizational capacity including the maintenance of existing service levels across all departments, and considers external challenges and opportunities. This plan should support growth, fiscal responsibility and a clear path to achieving goals identified within it.

The plan must focus on identifying high and mid-level priorities to address challenges identified in existing reports, studies, and documents provided by staff as well as new research and consultation conducted as part of this strategic planning process. It should include input contributed through Council, staff and community stakeholder consultations.

3.0 Description of Services

The proponent shall detail their qualifications and experience, as well as that of each of the critical team members. The Proponent shall list, along with three (3) references, previous successful projects of the same magnitude and complexity that have been completed. The Proponent shall demonstrate that they have the necessary foresight and ingenuity to approach this task with innovative ideas and are prepared to view the project from its broadest perspective to ensure that the end solution is of the best long-term value to The County. The successful Proponent shall fulfill the above criteria as well as show that they are capable of successfully accomplishing projects on time and on budget.

Proposals must demonstrate that the proponent understands the nature of the assignment and the needs of the Corporation with respect to its undertaking. Proponents are required to demonstrate the following capabilities in their proposals:

1. An understanding of the County of Prince Edward – growth, decline, barriers to development;
2. Previous experience completing studies of a similar nature;
3. Ability to complete the Strategic Plan within the specified timeframe;
4. Marketing, public facilitation, and engagement experience;

Proponents will articulate what they require from the County of Prince Edward, it's Commissions, Committees and departments in terms of time, resources, community contacts and data.

4.0 Scope of Work

The County of Prince Edward would like to develop a plan for implementation during the current term of council, as well as a long-term vision that encapsulates where the municipality and community need to go in the next 10 years in a manner that is sensitive to our residents' quality of life and quality of place.

- The priority-oriented strategic plan will illustrate how to transform conceptual goals of the visioning process into realistic, achievable targets which encompass all departments within the Corporation.
- The final product should serve as a way to organize and prioritize County initiatives and resources to achieve specific goals within a specific time period (e.g. the current 4 year term of Council and a longer term vision which stretches beyond the term of council– with broad success indicators being identified).
- Priorities of the plan should speak to internal Corporate strategies and municipal best practices which will establish the Corporation as an employer of choice with the capacity to achieve the plan's other priorities.

- The plan should build on current successful initiatives across all departments, and prioritize maintaining current service levels.
- The plan will enable the Corporation to understand Regional, Provincial and Federal governments' mandates and strategic goals in order to better align and leverage the County's strengths and needs.
- Acknowledge the value of on-going public consultation with respect to community and organizations' needs.

A strategic plan is a "living document" and should undergo periodic review and adjustments to reflect progress toward achievement of goals. For this reason, flexibility should be an important aspect of the Plan.

ADDITIONAL INFORMATION AVAILABLE

Over the past year, the County has conducted extensive public consultation related to issues important to residents, visitors and the corporation. Often these issues are associated with development, public assets, social development, Business Retention and Expansion and the needs of seniors. The proponent will leverage the data already collected and studies undertaken to eliminate duplication of work.

Recently completed research, data and studies which should be considered, include:

- Previous & Current Business Retention & Expansion studies (Professional services, Small Manufacturing & Construction, Agriculture and Arts, Sports and Recreation sectors) (2016-2019)
- Picton Harbour Vision (2017)
- Development Framework (2017)
- Age in Place Study (2012)
- Vital Signs 2015 and 2018 Reports
- Official Plan (Draft 2019)
 - Planning Department Issues Papers
- Age-Friendly Community Plan (2016)
- 2019 County budget
- Asset Management Plan (2014)

The following data can also be made available:

- CEDC Terms of Reference
- GIS data – through data share agreement
- OMAFRA analyst data via the Community Development Department (CDD)
- CDD Strategic Plan & Priorities (2014)
- CEDC Performance Metrics and KPI's (2017)

This project will, however, require additional research to ensure the resulting strategic plan encompasses all relevant and current information and represents each department within the Corporation. The proponent will be expected to facilitate public consultations; to disseminate and gather information relevant to the Strategic Planning process including preparation of presentation materials, maps, diagrams, hand-outs and other media as may be appropriate. Proponents will also be expected to leverage their own knowledge and experience of current government, industry and other environments which might be useful in the development of the Corporate Strategic Plan.

DELIVERABLES

The completed Plan will provide the County with the following information and directives:

1. Undertake an analysis of the County's current and predicted strengths, weaknesses, threats and constraints;
2. Expand upon and clarify the vision and related goals and initiative outcomes the County wishes to achieve as related to the challenges outlined within the document;
3. Recommend high level strategies or approaches necessary to achieve the Strategic priorities within the Plan:
4. Identify broad indicators to measure progress towards the strategic priorities - working with Council and staff to incorporate performance measurement that is specific to the County's desired outcomes laid out within the plan

TIMELINE

The municipality has a preferred completion date of April/May, 2019

5.0 Evaluation Criteria

All proposals will be evaluated on experience, proposed work plan, timeframe for completion, and fee basis.

TECHNICAL PROPOSAL

A technical evaluation of the proposal shall be conducted based upon the following criteria:

EXPERIENCE AND QUALIFICATIONS OF THE PROJECT TEAM

- Project Manager (including curriculum vitae)
- Team Experience (including curriculum vitarum)
- Three (3) References of the firm which illustrate experience with similar projects

PROJECT IMPLEMENTATION

- An appreciation for the scope of work for this assignment
- Proposed methodology and approach to the various tasks considered essential by the consultant, and / or referenced in this RFP. This should include an explanation of how each of the work components will be undertaken and the length of time required to complete each component;
- A schedule for the completion of work, including a work plan, decision-making points and responsibilities of the municipality, specifically referencing the proposed timing of the public consultation process
- Consultant may be asked to present to and/or be interviewed by a selection committee as part of this review.

EVALUATION CRITERIA

Understanding of Objectives	10%
Experience & Qualifications of primary consultant / team	30%
Appropriateness of approach and proposed methodology including engagement, implementation and measurement, work plan, schedule & level of effort	30%
Budget	30%
	100%

FINANCE / BUDGET

- The itemized cost for the work, indicating all taxes separately

6.0 **Schedule**

Date	Description
February 25, 2019	RFP release date
March 11, 2019	Last day for Written questions from vendors
March 15, 2019	RFP submission due date

The Corporation of the County of Prince Edward intends to utilize the following schedule in completion of this process. The County reserves the right to amend the schedule should it be deemed necessary:

Questions for Clarification of the RFP must be submitted and be received before 4:00 p.m. Local Time **March 11, 2019**. Questions for Clarification received after this date will not be answered. Answers to questions and clarifications may be released in the form of an addendum should the County determine the information is relevant to all Interested Respondents.

**PART D - FORM OF PROPOSAL
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

CONTRACT NUMBER: **RFP #2019-CDC-15**
PROJECT TITLE: **Corporate Strategic Plan Prince Edward County**
SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the RFP including all information to PROPONENTS, general terms and conditions, terms of reference, appendices and terms of reference as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including Addenda number ___ to ___ and having visited the Project Site, hereby offer and agree to enter into a Contract to supply the SERVICES required by this RFP at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply the SERVICES in accordance with the instructions to PROPONENTS, terms, conditions, terms of reference, and appendices in the Request for Proposal RFP #2019-CDC-15 for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

**PART D - FORM OF PROPOSAL
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES – continued**

This PROPOSAL is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the PROPOSAL.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____
I have the authority to bind the corporation)

Print Name and Title: _____

Dated at _____ this _____ day of _____ 2019

The Corporation of the County of Prince Edward
332 Main Street, Prince Edward County,
Picton, ON K0K 2T0
(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)
Steven Ferguson, Mayor:

Dated at _____ this _____ day of _____ 2019

Signature: _____
(I have the authority to bind the corporation)
Kim White, Clerk:

Dated at _____ this _____ day of _____ 2019

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR
THE PROPOSAL WILL BE REJECTED.**



Accessibility for Ontarians with Disabilities Act (AODA)
Accessible Customer Service Training

Contractor A.O.D.A. Compliance Sign-Off

Contracted employees, third party employees, agents, and others who deal with members of the public on behalf of the County of Prince Edward must meet the requirements of Ontario Regulation 429/07, Accessibility Standards for Customer Service, and Ontario Regulation 191/11, Integrated Accessibility Standards, with regards to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

Access Forward: Training for an Accessible Ontario
<http://www.accessforward.ca>

The Ontario Human Rights Commission: The Ontario Human Rights Code and the Accessibility for Ontarians with Disabilities Act
<http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>

Contracted services suppliers are to ensure that training records are maintained, including dates when training was provided, the number of personnel who received training and individual training records. The suppliers are to ensure this information is available to the Municipality of Clarington at any time during the term of the contract, upon request.

I acknowledge the aforementioned accessibility regulations:

Company Name: _____

Authorized Official (print): _____

Authorized Official (signature): _____

Date: _____

THIS FORM IS TO BE SIGNED AND SUBMITTED WITH PROPOSAL

PART D - REFERENCE INFORMATION

PROPONENTS are required to provide three (3) references listing contracts similar to the project described in this RFP and undertaken within the past three (3) years.

- 1) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____
- 2) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____
- 3) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the PROPONENT.

Company/PROponent

Authorized Signature

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE SELECTION PROCESS

QUESTIONS FOR CLARIFICATION

To	Patti White Purchasing Clerk Email: pwhite@pecounty.on.ca THE CORPORATION OF THE COUNTY OF PRINCE EDWARD 280 Picton Main Street Picton, ON K0K 2T0	Fax #	613-476-7622
		Date # of pages (including this page)	
From		Telephone #	
		Fax #	
		Email	
Subject	RFP #2019-CDC-15 Corporate Strategic Plan Prince Edward County		
	Reference to Section _____ on page number _____ of this PROPOSAL.		
Question:	_____		

(Glue or Tape to outside of Submission Envelope)

TO:
Clerk's Office
The Corporation of the County of Prince Edward
332 Main Street
Picton, ON K0K 2T0

Submitted By (Insert company Name)	<u>RFP #2019-CDC-15 Corporate Strategic Plan Prince Edward County</u>	
<i>OFFICE USE ONLY</i>		
Received By: (Name of Staff)		
<u>Date & Time 2nd</u> <u>Floor Clerk's</u> <u>Office:</u>		
<u>IF LATE - NAME AND SIGNATURE OF PERSON DELIVERING</u>	(Print Name)	(Signature)