



Treasury Department

Request for Proposals - Contract No. AH-2025-1TD

Review and revision of the Township of Algonquin Highlands' Asset Management Plan

The Corporation of the Township of Algonquin Highlands is requesting written Proposals from qualified Consultants to review and revise the Township's current Asset Management Plan to be compliant with the requirements of Ontario Regulation 588/17.

Proposals Received by:

K. Jean Hughes, Treasurer

Request for Proposal Documents can be downloaded from www.biddingo.com.

Questions Deadline: 3:00 p.m. Local Time, June 24th, 2025

Proposals must be signed and shall be clearly marked with the Request for Proposal name and number. Proposals must be received by the Township of Algonquin Highlands by **3:00 p.m.**

Local Time on Friday, July 4th, 2025.

The Corporation of the Township of Algonquin Highlands reserves the right to accept or reject all or part of any Proposal and reserves the right to accept other than the lowest Bid and to cancel this Request for Proposal at any time.

All purchases made by the Corporation of the Township of Algonquin Highlands are done in accordance with the Purchasing Policy which covers the acquisition of all goods and services.

Table of Contents

Request for Proposals - Contract No. AH-2025-1ADM.....	1
Part 1: Definitions	4
Part 2: Purpose of Procurement.....	6
2.1 Scope of Work and Deliverables.....	6
2.2 Background.....	6
Part 3 Proposal Submission Requirements.....	7
3.1 Proposal Format and Content.....	7
3.2 Table of Contents.....	7
3.3 Executive Summary	7
3.4 Mandatory Submission Requirements	8
3.5 Asset Management Plan Solution.....	8
3.6 Experience and Qualifications of the Firm	8
3.7 Financial Proposal	9
Part 4: Instructions for Proponents.....	9
4.1 Proposal Timeline	9
4.2 Interpretation.....	10
4.3 Completion of the Proponent’s Proposal	10
4.4 Alteration or Withdrawal of Proposals.....	11
4.5 Unbalanced Proposals and Discrepancies	11
4.6 Inquires & RFP Contact	11
4.7 Contract Award Procedures.....	12
4.8 Payment Terms.....	12
4.9 Pre-Conditions of Award	12
Part 5: Terms and Conditions.....	13
5.1 Contract & Agreement	13
5.2 Acceptance of Proposal	13
5.3 Award.....	13
5.4 Contract Duration.....	13
5.5 Taxes	14
5.6 Conflict of Interest.....	14
5.7 Disqualification for Conflict of Interest.....	14
5.8 Proponent Questions	14
5.9 Response to Questions.....	15
5.10 Addenda	15
5.11 Clarification of Proposal.....	15

Request for Proposal AH-2025-1TD

5.12	Verification of Information	15
5.13	Insurance	16
5.14	Workplace Safety and Insurance Board (WSIB) Requirements	17
5.15	Health and Safety	17
5.16	Municipal Freedom of Information and Protection of Privacy Act	17
5.17	Ontario/Canadian Laws	17
5.18	Personal Information.....	17
5.19	Debriefing	18
5.20	Consultant Performance Evaluation	18
5.21	Bid Protest Procedure.....	18
5.22	Trade Agreements	18
5.23	Accessibility	19
5.24	Indemnification.....	19
5.25	Ownership and Delivery of Materials	19
Part 6:	Evaluation and Selection Criteria.....	20
6.1	Evaluation Criteria.....	20
6.2	Selection Process	22
6.3	Stages of Evaluation	22
Part 7:	Form of Proposal	24
	Consultant Information	24
Part 8:	Contract Template	26

Part 1: Definitions

Agreement: means the legal document submitted by the Proponent in their Bid that binds the Proponent and Owner, subject to the provisions of the Contract.

Award: is the notification to a Successful Proponent of acceptance of a Bid which brings a Contract into existence.

Bid: means an offer or submission from a Proponent in the form of a Quotation, Proposal, or Proposal, submitted in response to a solicitation from the Owner.

Conflict of Interest: Is defined as the situation or circumstance, real, or perceived, which could give a consultant an unfair advantage during a procurement process or compromise the ability of a consultant to perform its obligations under the Contract.

Contract: means a binding agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner.

Contract Administrator: Owner representative responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Consultant: means the Proponent that is successful in this RFP and that enters into the Contract with the Owner.

County: means the Corporation of the Township of Algonquin Highlands.

Days: means calendar days.

Evaluation Committee: means a group of individuals designated/responsible to make Award recommendation.

Evaluation Criteria: means the benchmark, standard or yardstick against which accomplishment, conformance, performance, and suitability of an individual, alternative, activity, product, or plan is measured to select the best Proponent through a Request for Proposal process. Criteria may be qualitative or quantitative in nature.

Evaluation Matrix: means a tool allowing the Evaluation Committee to rate Proposals based on multiple pre-defined evaluation criteria.

Highest Total Score: means the highest score achieved by a Proponent during the evaluation of a Request for Proposal where the Evaluation Committee has agreed by consensus.

Owner: means the Township of Algonquin Highlands, as referred to in the document.

Successful Proponent: means a Proponent whose Proposal meets the prescribed requirements and has been identified as the lowest compliant Proponent in accordance with the evaluation process.

Submission Deadline: means the closing date and time of the Request for Proposal period. No Proposals will be accepted after the closing date and time.

Proposal(s): means all of the documentation and information submitted by a Proponent in response to the RFP.

Proponent: means an entity that submits a Bid in response to this RFP and, as context may suggest refers to a potential Proponent.

Total Proposal Price: The Proposal price excluding HST that will be evaluated for Award.

Request for Proposal AH-2025-1TD

Request for Proposal (RFP): means this Request for Proposal issued by the Township, and all addenda thereto.

Part 2: Purpose of Procurement

The Corporation of the Township of Algonquin Highlands is requesting written Proposals from qualified Consultants to review and revise the Township's current Asset Management Plan to be compliant with the requirements of Ontario Regulation 588/17.

2.1 Scope of Work and Deliverables

Review and update the Asset Management Plan with current studies and information.

The revised Asset Management Plan must include the additional information required to be compliant with Ontario Regulation 588/17.

The final Asset Management Plan must be submitted to the Township in Microsoft Word and/or PDF formats that meets the requirements of the Accessibility for Ontarians with Disability Act (AODA).

2.2 Background

Asset Management Plan

The Township of Algonquin Highlands adopted its initial Asset Management Plan (AMP) in 2013 which was based on the Provincial Government's recommendations as outlined in the "Building Together - A Guide for Municipal Asset Management Plans".

The Township of Algonquin Highlands' current AMP document was prepared in response to O.Reg. 588/17 which was released on December 27, 2017. O.Reg. 588/17 regulates asset management planning for municipal infrastructure and is a direct outcome of the Infrastructure for Jobs and Prosperity Act, 2015. This AMP document was adopted by Council in October 2020.

This legislation requires the Township to create and maintain thorough AMPs for all asset groups by 2022. It also requires that the AMP is aligned with Ontario's land-use planning framework, including any relevant policy statements issued under 3 (1) of the Planning Act, any provincial plans as defined in the Planning Act and the County's Official Plan.

The Township's current AMP has also been developed in response to the Ontario Ministry of Infrastructure's Building Together initiative and provides the Township with a long-term sustainability plan for infrastructure and assets. As such, the AMP documents the following for each asset category:

- **Asset Inventory and Current Condition** – using industry accepted methods and asset inventory and current condition management software where available the document includes what the Township has, what is it worth, its condition and expected remaining service life;
- **Level of Service** – the document outlines the current and expected level of service and the costs to sustain those service levels;
- **Lifecycle Management Strategy** – the document outlines what needs to be done to meet those service levels;
- **Risk Analysis** – the document address what is to be considered acceptable risk levels;
- **Estimated Costs to Service Growth** – the document discusses costs to service anticipated;
- **Financial Strategy and Sustainability** – the document discussed how long-term affordability can be ensured.

Asset management planning is essential for the Township to understand its asset and infrastructure needs while creating an effective plan for long-term sustainability of those needs. The Asset Management Plan has a major impact on the annual budget and long-term financial plan. The AMP ensures that the service delivery needs of the Township's citizens are sustained in the future. Well-managed infrastructure fosters prosperity, growth, and quality of life for residents, businesses, and visitors.

The plan is a living document; it is a picture of the current and expected asset and infrastructure needs at a point in time. It requires regular updates as information and service delivery needs change. This plan is reviewed annually during budget deliberations and the validity of any assumptions contained in the plan should be confirmed at that time. A major update of the plan is recommended every five years.

The Township always tries to maintain its existing infrastructure under current tax levels.

The Township's current plan contains a comprehensive inventory and analysis of the Township of Algonquin Highlands' assets for:

- Roads;
- Bridges and Structural Culverts;
- Facilities;
- Fleet;
- Equipment.

The plan states the goals and objectives of the Township of Algonquin Highlands, and it proposes several long-term financial strategies to support the expansion, renewal and preservation of its assets. This plan is used by Council and Staff when considering annual budgets and to assist in planning all programs or expansions of service and was used in the implementation of Asset Management PSD CityWide Software in 2024.

This plan incorporates best practices in providing a reasonable level of service for all of the Township's infrastructure and it prioritizes absolute needs over all other demands. The financial component of the plan indicates how this should be accomplished.

The Township of Algonquin Highlands' updated their Strategic Asset Management Policy in July 2024 and will be updating the Tangible Capital Asset Policy in 2025.

Part 3 Proposal Submission Requirements

3.1 Proposal Format and Content

For the Township to evaluate Proposals fairly and completely, Proponents should provide all the information requested in the format set out in the RFP. Failure to provide all required information may result in the Proponent being disqualified or scoring poorly in the evaluation.

Proponents are encouraged to submit their Proposal with each of the following sections clearly identified and presented in separate sections.

3.2 Table of Contents

The Proponent should provide a Table of Contents adhering to the format outlined herein.

3.3 Executive Summary

The Proponent should provide a general overview of their proposal response.

- An outline of the proposed approach for meeting the Owner's scope of work and deliverables;
- A personnel listing of the project staff including the Project Manager, key personnel staff for all phases of the study, detailing experience on similar projects and their specific role for this project;
- An account of the relevant experience of the project manager and key personnel with specific reference to similar projects undertaken and completed successfully for municipalities and other publicly regulated entities.

3.4 Mandatory Submission Requirements

To ensure ease of evaluation, the follow documents should be included and listed at the beginning of the Proposal. Proposals will be disqualified for failing to provide any of the mandatory submission requirements listed below.

- Part 7: Form of Proposal
- Include copies of all Addenda and acknowledge each one with the Proponent's signature.

3.5 Asset Management Plan Solution

Proposed Plan

Proponents should provide a comprehensive narrative that illustrates the Proponent's understanding of the requirements of the RFP that clearly identifies how the Proponent's solution will meet the scope of work and deliverables. The Proposal should be well laid out and logically structured in a succinct and understandable format. The Proposal should incorporate accessibility requirements as per section 5.23.

Timeline

The Township expects to begin the asset management review by end of July 2025 with an anticipated completion date end of September 2025.

A project timeline detailing all deliverables, milestones, and required resources and responsibilities for the Township and the Consultant should be included.

The timeline should include milestones reviews to allow for Township to review sections of the plan prior to the completion of the asset management plan.

The Proponent should identify in their Proposal, any other requirement that the Township must meet and/or provide. Details which staff are scheduling the meetings should be clearly identified. Finally, the Proponent should provide sufficient details with respect to how the Proponent will address the scope of work and deliverables within the stated timeline.

Value-Added

Include any creative innovations that would integrate into the asset management solution and describe how the innovations would benefit the Township and contribute to the success of the project.

Value added options should not have additional cost. If cost is associated with a value-added option, it should be clearly indicated separately from the Total Proposal Price.

3.6 Experience and Qualifications of the Firm

The Proponent should provide a description of their firm and the types of services the Proponent offers.

Proponents are also encouraged to demonstrate their experience with organizations of a similar size and complexity. Proposals that have more years of experience with municipal organizations of a similar size and complexity is an asset.

Resumes

The Proponent should include executive information, including the qualifications of key staff with the skills and experience required to successfully meet the requirements of the Request for Proposal documents.

The Proponent's team roles and responsibilities should be clearly articulated along with details relating to the team's experience.

Resumes of proposed staff and outside consultants or subcontractors to be utilized on the project should be included in the Proposal. The resumes should be brief and succinct to articulate experience relevant to the solution.

Client References

Proponents must provide a minimum of two references for this project that the Township may contact. References should be current (within the last five years) and relevant to this project. Company name, contact person(s), contact title, phone number and email address should be included. Please include a list of existing clients.

Work Sample

The Proposal must also include a completed asset management plan from one of the listed references. This asset management plan work sample will be reviewed by the Evaluation Committee and will be scored as part of the overall Proposal. Scoring will be based on its relevance to the complexity to the County's scope of work and deliverables.

3.7 Financial Proposal

The Financial component should include an itemized list to complete the project for the Township. However, the financial proposal will be scored based on the Total Proposal Price.

Costs for individual tasks should be provided and the total cost including all fees and disbursements will become the upset limit of the project which shall not be exceeded without prior authorization from the Township. The Consultant shall be responsible for all project costs.

Costs for additional items recommended by the Proponent beyond those requested in the Request for Proposal shall be identified clearly and priced separately.

Prices and charges quoted shall be firm without escalator clauses or other qualifications and be expressed in Canadian currency. All applicable duty and excise taxes shall be included, excluding Harmonized Sales Tax (H.S.T.), which should be shown separately on the total cost, where applicable. Should any additional tax, duty or variation in any tax or duty imposed by the Government of Canada or Province of Ontario become directly applicable to the project subsequent to submission of the Proposal and before the delivery of the completed project covered by the Contract, an appropriate increase or decrease in the price of the work may be negotiated to compensate for such changes as of the effective date thereof.

Part 4: Instructions for Proponents

4.1 Proposal Timeline

Date Issued	Thursday, June 12, 2025
Proponent Question Deadline	Tuesday, Jun 24, 2025

Final Addenda Issued	Wednesday June 26, 2025
Submission Deadline	3:00 p.m. Thursday, July 3, 2025
Evaluation Period	July 3 - 8, 2025
Evaluation Committee Consensus Meeting	July 8, 2025
Award	Thursday July 17, 2025
Anticipated Start Work Date	Tuesday, July 22, 2025
Completed Asset Management Plan delivered by	Tuesday September 30, 2025

This timeline is tentative and may be changed by the Owner at any time without liability, cost, or penalty.

4.2 Interpretation

“**Request for Proposal Documents**” refers to the Purpose of Procurement, Proposal Submission Requirements, Instructions for Proponents, Terms and Conditions, Evaluation and Selection Criteria, Form of Proposal, all addenda (if required), and any other documents listed in this Request for Proposal Document. The Proponent’s submitted Proposal should adhere to all instructions, as defined by the Request for Proposal Documents.

- The Township of Algonquin Highlands may hereinafter be referred to as the **Owner**.
- An individual or company submitting a Proposal for this RFP may hereinafter be referred to as the **Proponent**.
- The Successful Proponent who executes a Contract with the County may hereinafter be referred to as the **Consultant**.

The following terminology applies in the RFP:

The term “**should**” relates to a requirement which the Township expects the Proponent to address in the Proposal.

The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as a mandatory requirement. Proposals that do not fulfill all mandatory requirements will be rejected as non-compliant.

4.3 Completion of the Proponent’s Proposal

Proponents are cautioned that the timing of their submission is based on when the Proposal is received by the Township.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a Proponent has obtained this solicitation document from a third party, the onus is on the Proponent to create a bidding system vendor account and register as a plan taker on Biddingo.com.

Proposals must be signed and sealed which should be clearly marked with Proposal number **AH-2025-1TD**. Proposals must be received by the Township of Algonquin Highlands’ municipal address by **3:00 p.m. Local Time on Thursday, July 3rd, 2025**.

Proposals will be opened, read, and recorded by the Owner’s Opening Committee immediately following.

All entries in the Proposal shall be in English, clear, and legible. All items should be Bid according to any instructions in the Request for Proposal documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in its best interest to do so. Proposals which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Proponent's signing officer) or irregularities of any kind, may be rejected as informal.

The Proponent or an authorized designate must sign the Form of Proposal in the spaces provided. If a joint Proposal is submitted, it must be signed and sealed separately on behalf of each Proponent.

4.4 Alteration or Withdrawal of Proposals

An alternate Proposal submitted at any time up to the Submission Deadline shall supersede and invalidate all Proposals previously submitted by the Proponent for this RFP.

A Proponent may withdraw a submitted Proposal at any time until the Submission Deadline.

Notify the Owner of a submission withdrawal by submitting a letter bearing the Proponent's signature to the office of the Township of Algonquin Highlands and to the attention of the RFP Contact.

The withdrawal of a Proposal prior to the Submission Deadline does not disqualify a Proponent from submitting another Proposal for the same RFP.

4.5 Unbalanced Proposals and Discrepancies

Proposals that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount Bid for an item does not agree with the extension of the Proposal quantity then the Bid unit price shall govern. The corrected total Proposal amount for a payment item will use the respective unit price.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Proposal Price**. Where an error has been made in transferring an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the **Total Proposal Price** shall be corrected accordingly.

4.6 Inquires & RFP Contact

Any questions related to this RFP must be directed to:

Township of Algonquin Highlands, Finance Department

K. Jean Hughes – Treasurer

1123 North Shore Road, Algonquin Highlands, Ontario K0M 1S0

Phone (705)489-2379 ex 328, email : jhughes@algonquinhighlands.ca

Proponents and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFP Contact listed above, concerning matters regarding the Request for Proposal.

No oral interpretation shall be effective to modify any of the provisions of the Request for Proposal documents. All requests for interpretation shall be made in writing to the RFP Contact.

Should a Proponent find discrepancies in, or omissions from the Request for Proposal documents, the Proponent shall immediately notify the RFP Contact who may send a written instruction to all Proponents by way of Addenda.

4.7 Contract Award Procedures

The Award of this Contract is subject to the approval authority as defined by the Owner's Procurement Policy.

The RFP Contact shall notify the Successful Proponent within 90 days of the Submission Deadline of the acceptance.

Notice of acceptance of the Proposal will be by email.

4.8 Payment Terms

Final payment will be made when all work has been completed to the satisfaction of the Owner.

The Consultant shall be responsible for the proper performance of the work only to the extent that the specifications permit such performance. The Consultant agrees to correct promptly, at their own expense, any deficiencies in the work. The Owner shall promptly provide the Consultant with written notice of observed deficiencies.

Invoices shall be sent to:

Township of Algonquin Highlands: finance@algonquinhighlands.ca

4.9 Pre-Conditions of Award

Following notification of intent to award, the Successful Proponent must deliver the following documents as instructed by the RFP Contact, within fourteen (14) calendar days of receiving written notice.

- A certified copy of the firms **Commercial General Liability** insurance. (See section 5.13 for complete details)
- A certified copy of the firms **Automobile Liability** insurance. (See section 5.13 for complete details)
- A certified copy of the firms **Professional Errors and Omissions** insurance. (See section 5.13 for complete details)
- A Certificate from the Workplace Safety Insurance Board validating proof of coverage and good standing.
- Completed copy of the Owner's Contractor Policy
- Original copies of the Contract, executed by the Contractor
- Completed electronic funds transfer form
- VOID cheque or statement from the Contractor's bank

Part 5: Terms and Conditions

5.1 Contract & Agreement

It is expected that the Proponent with the Highest Total Score, if any, will be invited to sign a comprehensive Contract (the “**Contract**”) setting out the terms and conditions that will apply to the work.

The Agreement set out in this Request for Proposal is the form that the Owner intends to use as the basis for the final Contract with the Successful Proponent. The Request for Proposal documents, and the signed and submitted Proposal form the Agreement.

If a Proponent objects to any aspect of the Agreement, the Proponent is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Proponent Questions section.

5.2 Acceptance of Proposal

Proposals shall be irrevocable and valid for acceptance by the Owner for a period of ninety (90) days after the Proposal Submission Deadline.

5.3 Award

It is the Owner intention to Award to the Proponent with the Highest Total Score, who demonstrates the capability of meeting the requirements, has the appropriate experience, and qualifications as described within this document.

The Owner reserves the right to not Award to the lowest or any Proponent if it is determined that the cost of completing the work exceeds budgetary constraints.

The Owner reserves the right to Award by item, or part thereof, groups of items, or parts thereof, or all items of the Proposal as deemed in the best interest of the Owner.

All Proposal are prepared at the sole risk and cost of the Proponent. No payments shall be made to any Proponent regarding the preparation and submission of Proposals.

The Proponent will receive a notice of intention to Award by email. That notice constitutes the Owners acceptance of the Successful Proponents Proposal. The Contract between the Owner and the Successful Proponent shall be executed within 14 days of the Successful Proponent receiving notice of intent to Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to Award or accept a Proposal and may choose to either cancel the request for Proposals or recall the Proposals at a later date if:

- Only one Proposal has been received as the result of a request for Proposal.
- The Proposal with the Highest Total Score exceeds the available project budget for the supplies or services.
- A change in the scope of work or specifications is required.

5.4 Contract Duration

The term of Contract will commence once the Contract has been executed by the Successful Proponent and the Owner. The Contract will extend until the completed asset management plan has been reviewed and approved by the Owner’s Contract Administrator.

The anticipated start date is July 22nd, 2025, and the Owner expects to receive the completed asset management plan and policy by September 30th, 2025.

5.5 Taxes

Unit and/or lump sum prices should not include the Harmonized Sales Tax.

The Owner shall comply with the Harmonized Sales Tax (HST) legislation as enacted in the Federal Excise Tax Act (EAT), which came into effect on July 1, 2010.

All prices Bid shall include applicable disbursements, insurance, and all other charges of every kind attributable to the work.

5.6 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to

- Having, or having access to, confidential information in the preparation of its response that is not available to other Proponents;
- Communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
- Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

in relation to the performance of its contractual obligations under a Contract for the work, the Proponents other commitments, relationships, or financial interests

- Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
- Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

5.7 Disqualification for Conflict of Interest

The Owner may disqualify a Proponent for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

5.8 Proponent Questions

The Owner will use the following process regarding any Proponent question or other request for clarification regarding any aspect of the RFP:

Proponents must submit requests for clarification or questions to the RFP Contact.

In the communication with the RFP Contact, reference a specific section or page number of this RFP

Requests for clarification and questions must be submitted prior to **3:00 p.m., Tuesday, June 24th, 2025**, the Question Deadline. Questions and inquiries submitted after the Questions Deadline will not be addressed.

5.9 Response to Questions

The Owner will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with the Proponent Questions section, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Proponents. In answering a Proponents question(s) in any addenda, the Owner will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Owner may, in its sole discretion:

- edit the question(s) for clarity.
- exclude any question(s) that are either unclear or inappropriate.
- provide a single, consolidated answer to similar questions from various Proponents.
- Where an answer results in any change to the RFP, such answer may be formally documented through the issue of a separate addendum reflecting that change.

5.10 Addenda

The Owner will only amend or supplement the RFP by issuing an addendum. Any amendment or supplement to the RFP made in any other manner will not apply to the RFP.

Proponents shall acknowledge receipt of any addenda. Failing to submit all acknowledged addenda with the submission will result in the Proposal being rejected for non-compliance.

It is the responsibility of the Proponent to have received all Addenda that are issued. The Proponent is solely responsible to:

- make any required adjustments to their Proposal; and
- acknowledge the addenda by submitting a signed copy of each addendum issued with their proposal submission.

5.11 Clarification of Proposal

The Owner shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponents Proposal, without contacting any other Proponent. The Owner shall not be obligated to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Proponent in response to a request for clarification from the Owner may be considered to form an integral part of the Proponent's Proposal, at the Owner's sole discretion.

5.12 Verification of Information

The Owner may:

- verify any Proponents statement or claim made in the Proposal or made subsequently in any subsequent communication by whatever means the Owner may deem appropriate, including contacting persons in addition to those offered as references;
- reject any Proponent's statement, claim, or Proposal, if such statement, claim, or Proposal is patently unwarranted or is doubtful; or

- access the Proponents premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Owner shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

5.13 Insurance

Commercial General Liability insurance including premises and all operations for an amount not less than **five million (\$5,000,000.00) dollars** per occurrence, including the Township of Algonquin Highlands as additional insured. This coverage applies to:

- third party bodily injury
- property damage
- products and completed operations.
- contractual liability
- personal injury
- Municipality and Consultant's protective coverage
- non-owned automobile

The Successful Proponent shall take out and keep in full force and effect throughout the project until completion, and any renewals thereof, **Vehicle Liability Insurance** (for all licensed vehicles and equipment) in a combined amount of not less than **five million (\$5,000,000.00) dollars** per occurrence, against claims for bodily injury and/or property damage including claims against the Successful Proponent under any hold harmless or indemnity provisions of the Contract in respect of motor vehicles owned or leased by the successful Proponent which are required by law to be licensed.

Professional Errors and Omissions Insurance for financial loss arising out of an error, omission, or negligent act in the rendering of services in an amount not less than **two million dollars (\$2,000,000)** per claim and **one million dollars (\$1,000,000)** in the aggregate.

- 1) policy shall be on a claim made basis and shall provide coverage for damages and defense costs.
- 2) policy shall also include an insuring agreement for cyber or network security and privacy liability insurance, covering loss arising out of the transmission of malicious code, actual or potential unauthorized access, unauthorized use, and a failure to protect confidential information, including but not limited to personal and corporate information, which results in the loss or misappropriation of such information in both electronic and non-electronic format (both first party and third party coverage) [limits applicable to this coverage should be the same per occurrence and in the aggregate as those limits available under the professional liability insuring agreement]

The following will apply:

Prior to commencing any work with the Owner, the Successful Proponent will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in this section. The certificate of insurance shall identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Proponents and/or subcontractors' own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to the Owner and shall remain in effect for the duration of the Contract.

The Consultant and each of its subcontractors shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance as respects the Owner.

Similar evidence of renewals, extensions, or replacement of said policies, upon request, shall be forwarded to the Owner, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Successful Proponent or Consultant shall not contain any disclaimer whatsoever.

5.14 Workplace Safety and Insurance Board (WSIB) Requirements

WSIB is required to be provided by the Successful Proponent prior to Award and commencement of work.

5.15 Health and Safety

All work shall be carried out in compliance with all governing regulations including the Occupational Health and Safety Act and its regulations. The Consultant shall ensure employees and subcontractors are aware of and comply with such regulations.

5.16 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Proponents in connection with this RFP. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponents competitive position. Generally, only specific portions of a Proposal should be identified.

5.17 Ontario/Canadian Laws

The RFP and the Proponents Proposal will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

5.18 Personal Information

Personal Information shall be treated as follows:

Submission of Information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owner request such information, the Owner will treat this information in accordance with the provisions of this section and will maintain the information for a period of time as defined by the County's Record Retention Bylaw.

Use – Any Personal Information that is requested from each Proponent by the Owner shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Consultant, for Contract management purposes.

Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Owner. If any Personal Information is disclosed to the Owner by a Proponent, the Owner will consider that the appropriate consents have been obtained for the disclosure to and use by the Owner of the requested information for the purposes described herein.

5.19 Debriefing

Proponents are entitled to request a debriefing meeting with the Owner. Such requests must be made to the RFP Contact within 60 Days following the date of posting of a Contract Award notification in respect of the RFP.

Debriefing may be held by telephone, in person, or by email, unless otherwise agreed.

5.20 Consultant Performance Evaluation

Consultant performance is critical to the success of the Owners project. To this end, the Owner has adopted a Consultant Performance Evaluation system by which the Consultant's performance will be ranked at completion of the project or more frequently if deemed necessary. The Contract Administrator in consultation with the Department Head will complete the ranking. Once the ranking has been completed, a meeting may be set up by the Owner with the Consultant to discuss the overall ranking for the project. Should the Consultant rank poorly on the evaluation, a recommendation may be made to Council to banish the Consultant from bidding on future projects for up to three years or place the Consultant on a two-year probation which would entail extensive monitoring. In the event of a dispute over the final ranking, the Consultant will have 20 days in which to appeal the decision in writing to the Department Head.

5.21 Bid Protest Procedure

To submit a Bid Protest, the Proponent must:

Provide a detailed description of the Bid Protest, including the desired remedy; and

Provide any additional relevant background information. All Bid Protest documentation must be addressed to:

Township of Algonquin Highlands, Finance Department

1123 North Shore Road

Algonquin Highlands, ON, K0M 1S0

Once a Bid Protest has been received, the Finance Department shall review the matter and consult with legal counsel when appropriate. The Finance Department is to complete the review in an appropriate time frame, but generally within 60 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Protest or extenuating circumstances.

The Finance Department will then prepare a written decision regarding the matter and will send a copy of that decision to the Proponent that submitted the Bid Protest.

In all cases:

The Owner shall seek to resolve the Bid Protest with the Proponent through consultation (to the extent feasible and reasonable); and

The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Proponents participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Proponents ability to participate in ongoing or future procurement opportunities with the Owner.

5.22 Trade Agreements

Proponents should note that this procurement process is subject to the requirements of:

- Chapter 9 of the Trade and Cooperation Agreement between Ontario and Quebec.
- Chapter 5 of the Canadian Free Trade Agreement.

5.23 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines 2.0 Level AA**. To ensure that these guidelines are met, the Township shall request the Consultant provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of an Owner project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

5.24 Indemnification

The Consultant agrees that the Owner, its elected members of council, directors, officers, employees, agents and volunteers shall not be liable for any injury or damage including but not limited to death, property loss, or damage sustained by the Consultant or its partners, directors, officers, employees, agents, contractors and sub-contractors or any other third party that is in any way attributable to anything done or omitted to be done by the Consultant in the performance of the services under this Contract.

The Consultant hereby agrees that it shall at all times indemnify, defend and save harmless the Owner, including its elected members of council, directors, officers, employees, agents and volunteers, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted that is in any way attributable to anything done or omitted to be done by the Consultant, including its partners, directors, officers, employees, agents, contractors or sub-contractors in connection with the services performed, purportedly performed or required to be performed by the Consultant under this Contract.

5.25 Ownership and Delivery of Materials

The Consultant agrees that all information and material that constitutes any part of this project, acquired, or prepared by or for the Consultant pursuant to this Contract shall, both during and following the termination of the Contract, be the sole property of the Owner, including all information and material provided by the Owner to the Consultant for the purposes of this Contract.

Upon the request of the Owner, the Consultant agrees to deliver to the Owner all materials and information specified in the request that is the property of the Owner and in the possession or under the control of the Consultant. No copy or duplicate of any such material or information delivered to the Owner shall be retained by the Consultant, its outside suppliers, or subcontractors without prior written approval from the Owner. The Consultant further agrees not to destroy any material or information which is the property of the Owner without prior written approval from the Owner. This provision survives the expiration or termination of the Contract.

Part 6: Evaluation and Selection Criteria

6.1 Evaluation Criteria

All Proposals will be reviewed to determine if they are compliant.

Submissions will be evaluated against the criteria listed in the document. Failure to satisfy these requirements will result in lower scoring including failing to achieve the minimum required to proceed in the evaluation.

The Proponent should have the necessary skills, knowledge, education, and experience to meet the requirements of this project. Relevant information provided through the Proposal and in any subsequent demonstrations or interviews will be evaluated in terms of the scoring and criteria below.

Criteria Number	Criteria Description	Points
1	Asset Management Plan Solution Proposal Format and Content Proposal Plan Timeline Value Added	50
2	Experience and Qualifications of the Firm Experience Resumes Client References Work Sample	30
3	Financial Proposal Content Price	20

Proposals will be evaluated against questions including but not limited to the following.

Criteria 1: Asset Management Plan Solution (Maximum 50 pts)

Proposal Format and Content (5 points)

Does the Proposal include a Table of Contents, Introduction, and Executive Summary?

Are the mandatory submission requirements easy located and identified at the beginning of the Proposal?

Is the Proponent's Proposal comprehensive, well laid out and logically structured, making it easy to read and understand how they plan to fulfil the project requirements?

Proposal Plan (30 points)

Does the Proposal include a narrative demonstrating their understanding of the overall project that includes all the stated objectives of the solution as detailed in the scope of work and deliverables?

Does the Proponent provide substantial explanation of how they will address each requirement of the scope of work and deliverables?

Does the Proponent demonstrate an understanding of the accessibility requirements?

Where any of the scope requirements not addressed?

Timeline (10 points)

Does the Proponent provide a timeline that includes detailed milestones for meeting the scope of work and deliverables?

Does the Proposal include clear and realistic timelines including how they intend to meet the deadlines established in the timeline?

Does the timeline provide enough detail to portray the Proponents understanding and ability to fulfill the requirements?

Does the Proposal clearly specify the resources required from the Owner?

Value Added (5 points)

Does the Proposal include examples and clear descriptions of the value-added options?

Will these options positively impact the County and the project?

Criteria 2: Experience and Qualifications of the Firm (Maximum 30 pts)

Experience (10 points)

Does the Proponent provide a detailed description of experience?

Does the Proponent have experience developing asset management plans and policies for entities governed by municipal legislation?

How is that experience demonstrated?

Does the Proposal explain in a clear manner how the Proponent will apply the described experience to review and update the County's asset management plan and policy?

Resumes (5 points)

Does the project team have the relevant qualifications to complete the project?

Does the Proponent provide resumes of proposed staff, outside consultants, or subcontractors and include detail relating to each one's participation in the project?

Client References (5 points)

Did the Proponent provide additional references?

Are the references current?

Are the references relevant to this RFP?

Work Sample (10 points)

Is the previous work sample relevant in scope to this RFP?

Does the Proponent provide sufficient description of the work sample?

Criteria 3: Financial Proposal (Maximum 20 points)

- **Proponent pricing reflects the requirements as outlined in the Financial Proposal section of the RFP. (5 points)**
 - Is the Financial Proposal straight forward and easy to understand?
 - Does the Proponent provide all the requested pricing breakdowns?
- **Total Proposal Price as calculated using the total fixed fee formula (15 points)**

6.2 Selection Process

An Evaluation Committee consisting of Owner representatives will evaluate the Proposals. It is the intention of the Owner to recommend the Proponent with the Highest Total Score for Award. As part of the selection process, the Owner may contact one or more Proponents (to a maximum of 3 Proponents) to clarify their Proposal.

Discussions will only be held with Proponents who have submitted a Proposal deemed to be reasonably acceptable for Award.

Proponents should note that Proposals must achieve a minimum of 60% in each criterion for the Proposal and pricing to be considered for Award.

6.3 Stages of Evaluation

Stage 1: Mandatory Submission Requirements (pass/fail)

A review of the submitted documents will be undertaken to determine if the submitted Proposals complies with all the mandatory submission requirements:

- Two Client References (see section 3.7)
- Work Sample (see section 3.7)
- Part 7: Form of Proposal
- All Addenda submitted and acknowledged by with Proponent's signature.

Proposals that do not comply with the mandatory submission requirements shall be disqualified and not be evaluated further.

Stage 2: Criteria Evaluations (85 points)

Stage 2 will consist of scoring by the Evaluation Committee of each compliant Proposal based on the detailed criteria as displayed in the submitted Proposal. The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

For the purpose of scoring, a scale of 1 to 10 will be used by the Evaluation Committee for each criterion. This score will then be converted into the allocated points and applied to each section as outlined in the Evaluation Criteria. For example: If the criteria scores 7/10 and a maximum of 30 points can be awarded, 21 points would be awarded for that criterion.
 $7/10 = 0.7$, $0.7 \times 30 = 21$.

Score	Description
10	Clearly exceeds all areas within the RFP
9	Clearly exceeds most of the requirements within the RFP
8	Meets and exceeds many of the requirements within the RFP
7	Meets the requirements and exceeds some of the requirements
6	Generally , meets the minimum requirements within the RFP
1-5	Does not generally meet the minimum requirements within the RFP

Stage 3: Pricing (15 points)

Stage 3 will consist of scoring the Financial Proposal submitted in the Proposal. Each Proponent will receive a percentage of the total possible 15 points allocated to price by dividing the Proponent's price into the lowest Proposal price.

Example: If the lowest Proposal price is \$150, that Proponent receives 100% of the Points ($150/150 = 100\%$), or 30 points. A Proponent whose proposal price is \$200 will receive ($150/200 = 75\%$), or 22.5 points.

The Proponent that achieves the Highest Total Score from Stage 2 and 3 will be ranked first. In the event of a tie total score, the Proponent with the lowest cost will be ranked first overall.

Stage 4: Reference Check

Reference checks will be performed on the Proponent with the Highest Total Score after steps 1 to 3 prior to a recommendation for Award. References will only be rated as a pass/fail whereby references that are considered accurate and relevant based on the size and scope of this project, and prove to validate, to the Owner's satisfaction, that the Proponent generally met the Reference's expectations will be rated as a pass. The Owner reserves the right to seek reference information on any Proponent if deemed required.

Stage 5: Award

The Evaluation Committee will recommend Award of the Proponent achieving the Highest Total Score as a result of the evaluation of Stages 1 through 4.

Part 7: Form of Proposal

Form of Proposal

This Proposal is submitted by:

Consultant Information

Name of Firm or Individual (Hereinafter referred to as the Consultant)

Mailing Address

Email

Phone Number

Cell Number

Name and Position of Individual Signing for the Firm

HST Registration Number

WSIB Account Number

To the Mayor and Members of Algonquin Highlands Council;

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Proposal or in the Contract proposed to be undertaken.

I/We further declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other officer of the Owner is or will become interested directly, or indirectly, as a Consultant 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 in any of the monies to be derived therefrom.

I/We have read sections 5.6, 5.7 and declare that no Conflict of Interest exists.

I/We further declare that the named firm or individual, outside consultants, or subcontractor are not currently involved in litigation with the Owner.

I/We further declare that the several matters stated in the said Proposal are in all respects true.

I/We further declare that I/We having read, understood and accepted the Request for Proposal Documents which forms part of this Agreement, hereby offer to furnish all equipment, tools, labour, apparatus; all materials, except as otherwise stated in the Agreement; including in every case freight, duty, exchange and harmonized sales tax, effective on the date of the acceptance

Request for Proposal AH-2025-1TD

of the Proposal, and to complete the work in strict accordance with the Request for Proposal Documents, for the sums calculated in accordance with the financial proposal.

I/We agree that this offer is to continue open for acceptance until the formal Contract is executed by the Successful Proponent and the Owner for the said work or until 90 calendar days after the said opening, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted or not.

I/We agree that the awarding of this Contract is based on the acceptance of this Proposal by the approval authority of the Owner outlined in the County of Haliburton's Procurement Policy.

I/We hereby agree that notification of acceptance of this Proposal shall be in writing and will be sent by email and if sent in this manner, acceptance shall be deemed to have been made on the date of the email of such notification.

Consultant Representative (Please Print)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Date (day/month/year)

Part 8: Contract Template

**Township of Algonquin Highlands
Proposal No.: AH-2024-1TD**

**Review and revision of the Township of Algonquin Highlands'
Asset Management Plan
Contract**

This Contract made in duplicate

Date (day/month/year)

by and between

Hereinafter called the "Consultant"

and

Township of Algonquin Highlands
Hereinafter called the "Owner"

Witnesseth that, the party of the first part, for and in consideration of the payment or payments specified in the Proposal for this work, hereby agrees to furnish all necessary tools, equipment, supplies, labour and other means of development and, to the satisfaction of the Owner's Contract Administrator, to do all the work as described the Request for Proposal documents.

Request for Proposal AH-2025-1TD, submission of the signed Form of Proposal, signed addenda (if applicable), and the Consultants Proposal forms the Agreement for which this Contract is based. The Consultant agrees to furnish all the materials except as otherwise specified, and to complete such works in strict accordance with the specifications of Request for Proposal AH-2025-1TD and the Consultant's Proposal, which are identified and acknowledged in the Request for Proposal documents, all of the which are to be read herewith and form part of this present Contract as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Consultant further agrees that they will deliver the whole of the work completed in accordance with the Agreement as per the Consultant's Timeline stated in their Proposal on or before September 9, 2024, unless otherwise mutually agreed upon by the Owner and Consultant.

In Consideration Whereas, the Owner agrees to pay to the Consultant for all work done, the stipulated sum or sums submitted in the Proposal. The price of \$XXXX.XX (excluding HST) has been agreed upon by the Owner and the Consultant. This price will be adhered to unless a Change Order is agreed upon by both the Owner and the Consultant.

(This Contract will be revised prior to execution to include any payment schedules provided in the Proponent's Proposal if applicable.)

This Contract Shall ensure to the benefit of and be binding upon the heirs, executors' administrators, and assigns of the Consultant and on the heirs and successors of the Owner.

In Witness Whereof, the Consultant and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Consultant Representative

(Please Print)
(Authority to bind the Corporation)

Township of Algonquin Highlands
Representative

(Please Print)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Position held by Representative

Position held at the Township of Algonquin
Highlands

This Contract will be mailed by courier to the Successful Proponent upon receiving all documents related to the Pre-Conditions of Award.