



Municipalité de
RUSSELL
Township

REQUEST FOR PROPOSAL

RPF Reference No.: RFP-COMMS-01-2025

Website redesign, implementation, hosting, and technical support
services for the Township of Russell

Proposals Shall Be Submitted No Later Than:
Friday, September 12, 2025, at 11:00 a.m. (ET)

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PREVIEW

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Section 1 – Terms of References

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1.1. Invitation to Proponents

The Township of Russell is seeking proposals from qualified proponents (“Proponents”) to provide website redesign, implementation, hosting, and technical support services to the Corporation as set out in this Request for Proposal (“RFP”).

1.2. Definitions

“Agreement” – The finalized contract between a Corporation and the selected Proponent.

“Conflict of Interest” – A situation where a party’s personal or financial interests may compromise their impartiality.

“Contract Period” – The duration for which the agreement remains in effect.

“Corporation” – The Corporation of the Township of Russell

“Deliverables” – The specific services, products, or outcomes required under the Agreement.

“FIPPA” – Freedom of Information and Protection of Privacy Act, governing access to public records and privacy.

“Municipality/Township” – The Township of Russell

“Proponents” – Individuals or companies submitting a Proposal in response to this RFP.

“Proposal” – A formal submission outlining a Proponent’s approach, pricing, and qualifications.

“RFP” – Request for Proposal, a document soliciting bids for a project or service.

1.3. Order of Precedence

The documents listed below form part of the Request for Proposal (RFP) and will be incorporated into any resulting contract. If there is a discrepancy between the wording of one document and the wording of any other document that appears on the list, the wording of the document that appears first on the list shall take precedence:

- SECTION 1 – Terms of Reference
- SECTION 2 – Information for Proponents
- SECTION 3 – Evaluation of Proposals
- APPENDIX A – Form of Offer
- APPENDIX B – References
- APPENDIX C – Sub-Consultants
- APPENDIX D – Pricing Summary
- APPENDIX E – Proposal Cover Sheet

1.4. Project Overview

Project Name: Website redesign, implementation, hosting, and technical support services for the Township of Russell.

RFP Reference No.: RFP-COMMS-01-2025

1.4.1. Project Description

Local government websites serve as the primary communications tool, acting as the central hub for residents, businesses, and visitors to access essential information, engage with municipal services, and stay informed about community initiatives. As the first point of contact for many, these websites must deliver an exceptional user experience while maintaining accessibility, security, and ease of management.

1.4.2. Project Rationale

1.4.2.1. Current Challenges

The Township's current website provider has issued an end-of-life date, and a new website is needed before June 2026. The Township has encountered issues that highlight the need for a more capable, responsive partner. Key challenges include:

- a. **Accessibility Compliance:** Current websites fail to meet WCAG Level AA 2.0 standards, creating barriers for users with disabilities. Ensuring full compliance with accessibility guidelines is a top priority.
- b. **Bilingual Integration:** Inadequate multi-language functionalities hinder municipalities' ability to effectively serve their diverse communities. Seamless bilingual integration is critical to addressing this gap.
- c. **Timely and Effective Support:** Limited internal resources make it difficult for small teams to resolve technical issues quickly, leading to service disruptions and inefficiencies. Faster response times, proactive issue resolution, and reliable ongoing support are crucial to maintaining seamless operations.

1.4.2.2. Expectations

To address these challenges and align with the needs of a small team managing a local government website, the successful vendor must demonstrate the following capabilities:

- a. **Scalability and Usability:** Provide a user-friendly content management system (CMS) that enables non-technical staff to easily update and maintain the website.
- b. **Proactive Support and Training:** Offer reliable, responsive support and provide clear training materials or sessions tailored for small teams.
- c. **Future-Ready Features:** Incorporate flexibility for the addition of new features or services as municipal needs evolve, ensuring updates are simple and cost-effective to implement.
- d. **Commitment to Accessibility:** Deliver a fully accessible website at launch

and ongoing guidance to maintain compliance as standards evolve.

- e. **Bilingual Expertise:** Ensure content management is available in both English and French to meet the linguistic needs of our communities.

1.4.3. Project Objectives

The goal of this project is to design and develop a website that reflect our commitment to responsive governance by:

- a. Ensuring openness and transparency while encouraging community engagement.
- b. Delivering high-quality services efficiently and cost-effectively.
- c. Building a future-ready platform that meets both current and evolving needs. The following elements will help achieve these objectives.

1.4.3.1. Usability

- Make it easy for customers (residents, businesses, visitors, intergovernmental partners, and other interested parties) to navigate and find information and services.
- The website must be AODA compliant with WCAG. Level AA 2.0 (or higher) and viewable/navigable on multiple platforms (including smart phones and tablets), resolutions and web browsers using responsive web design.
- Design and function should be focused on intuitive and familiar navigation mechanisms and prominently feature high-priority or targeted content for the various website user audiences.
- The site must enhance integration with interactive applications such as social media.
- Users will be able to create a personalized experience based on their preferences.

1.4.3.2. Sustainability

- Develop an information architecture that is efficient, easily understood, and sustainable by staff in the future.
- Implement a content management solution that can be maintained by both experienced web development staff as well as business users with no coding experience. Necessary functionality includes: the creation of templates, WYSIWYG editing to facilitate content management by novice users, AODA compliance, responsive design, content approval workflows and search engine friendly URL aliasing.

1.4.3.3. Flexibility

- Develop a framework that allows for regular site re-fresh cycles to maintain user interest and excitement.

1.4.3.4. Marketing/Branding

The websites help promote the Corporations' goals, identities and messages. Webpages are visited by prospective businesses and prospective residents, and the redesigned websites need to be representative of the dynamic communities and the vibrant economy.

1.4.3.5. Future Potential

The Corporation is working on several E-Government initiatives that closely relate to the website. The new solutions must allow for cost-effective and straightforward development of new features as municipal needs evolve, including the integration of more service-oriented applications.

1.4.4. Backgrounds & Existing Website

1.4.4.1. The Township of Russell

Located 25 minutes southeast of Ottawa, Russell Township serves a vibrant, caring, bilingual and growing population of approximately 21,000 individuals. The Township is comprised of the towns of Embrun and Russell, as well as parts of Limoges and Marionville.

The Township of Russell is looking for a modern, attractive and dynamic website design that promotes a welcoming and professional image. The website redesign process will focus on the look and feel; content and navigation; and interactive features. The new website should highlight the Township's brand as a full-service municipality and support the Township's goal of transparency in government. The public-facing website shall be citizen-centric and provide all prospective and current residents, businesses, customers, and visitors with easy-to find information about the Township of Russell.

Council's vision for the Township of Russell is a collaborative, connected and sustainable community for all. It focuses on six strategies:

- Bold leadership
- Innovation and collaboration
- Long—term and sustainable planning
- Sustainable development and community character
- Empathy, trust and equity for all
- Safe, healthy and accessible development

The current Township of Russell website at www.russell.ca is powered by iCreate since April 2021. The website consists of approximately 875 pages (500 of these are pages from our news feed and only about 50 would be transferred). The Township's website averages 430 visitors per day. In 2024, the website had 158K visitors for a combined total of 553K page views.

Preferred Design and Functionalities - Russell Township has identified three websites that exemplify the design and functionalities they are seeking. These examples serve as a reference for the desired aesthetic, usability, and feature set:

- [City of Grand Prairie](#)
- [City of London](#)
- [Owen Sounds](#)
- [Ville de Lévis](#)

1.4.5. Periods of Proposed Contracts

The proposed contract period (“Contract Period”) for the tender offers two distinct options.

a. **Fixed Term from Award Date**

The Corporation may choose to enter into a contract for an initial three-year term, beginning on the date of contract award. The contract will cover all phases, including development, implementation, roll-out, hosting, and support services. Following the initial term, the Corporation may extend the agreement annually, subject to mutual agreement.

b. **Support Term Following Website Launch**

Alternatively, the Corporation may opt for a one-year initial support term, commencing upon formal acceptance of the completed website by the Corporation. For the purposes of this contract, website roll-out shall mean the full launch of the website in both official languages, with all core pages, modules, integrations, and functionalities completed, tested, and approved by the Corporation. After this initial support term, the Corporation may renew the agreement annually on mutually agreeable terms.

1.5. Project Requirements

The Successful Proponent shall provide the following services:

Complete the website redesign, implementation, hosting, and technical support services for the Township of Russell.

1.5.1. Reporting and Meetings

Development meetings will be held to ensure effective communication and progress tracking throughout the project. The details for these meetings are as follows:

- **Meeting Locations:** Development meetings can be conducted either in person at Town Hall, located in Embrun, Ontario, or online via video conference, depending on the Proponent's location and convenience.
- **Frequency:** Regular meetings will be scheduled to review the project progress, discuss any issues or changes, and ensure that the development is on track. The exact frequency of these meetings will be determined based on project needs and mutual agreement between the Corporation and the Proponent.
- **Participants:** Representatives from the Corporation and the Proponent's project team will participate in these meetings. Key contributors and technical experts may be involved as needed to provide insights and make informed decisions.
- **Agenda and Documentation:** Each meeting will have a predefined agenda to cover all critical aspects of the project. Meeting minutes and action items will be documented and shared with all participants to ensure clear communication and follow-up on tasks.

By facilitating regular and effective communication through these meetings, the project aims to maintain alignment with goals, address any challenges promptly, and ensure the successful development and launch of the new website.

1.5.2. Scope of Work

1.5.2.1. Accessibility

- a. Website must conform and maintain compliance with the World Wide Web Consortium Content Accessibility Guidelines (WCAG) 2.0 Level AA standards, and meet all current requirements, best practices, and guidelines for all audience where possible. The website should require staff to verify text, image, and content compliancy with WCAG 2.0 Level AA when uploading to the website.
- b. A "Term of Reference and General Conditions" page should be available and easily found by visitors to outline the limitations of the website's accessibility functionalities.

- c. All page templates must be 100% compliant with the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. This includes compliance with styles, dimensions, and functionalities to ensure accessibility for all users, including those with disabilities.

1.5.2.2. Bilingualism

- a. At this time, the Corporations' website is bilingual, running a parallel language site in French and English. To keep our site easy for residents, there must be a button to link each page to the alternate language page for that particular content, such as our current website. This feature must be available for the Corporation to use and implement on both existing and new pages.

1.5.2.3. Content, Search Engine Optimization, Hosting

- a. The Successful Proponent must demonstrate experience in developing a website structure with vast amounts of content from the end-user's perspective.
- b. The Corporation will provide written content to the selected Proponent for the website. The Proponent will populate content provided into the new website. All content and data uploaded to the website will remain the property of the Corporation.
- c. User-friendly, customizable, bilingual and advanced search tool that is Search-Engine Optimized.
- d. A-Z listing of municipal services and programs.
- e. Emergency Notification Banner and Pop-Up Alert or proposed alternative solution.
- f. Icon/Quick-Links on Main page, customizable by Municipal staff based on seasonal topics (Budget icon during budget discussions, Winter Maintenance in the snowy season, Road closures and construction during summer, etc.).
- g. The website will have an independent hosting environment with dedicated Canadian-based server and maintain its own domain.
- h. The website must be secured with an independent SSL/TLS certificate to ensure encrypted communications and data protection. The solution must support auto-renewing SSL certificates and enforce HTTPS across all pages to prevent data interception and enhance cybersecurity compliance with Canadian privacy laws.

1.5.2.4. Look and Feel

- a. The website must provide a sleek, modern look. It must also offer a design that strategically uses the user's screen space.
- b. Easily identifiable search bar is available to the user on any page.
- c. Users can subscribe to News/Alerts and receive them by email in their chosen language.
- d. Attractive and polished fonts, and layout.

1.5.2.5. CMS

- a. The website is required to have a friendly end-user CMS that is powerful but easy to learn. Must be able to be maintained by Municipal staff who have no coding experience. The solution must be flexible and scalable to allow Municipal staff to add, change and delete content (visual and text) at any point in time, as well as to maintain current online Municipal services and add additional services and technology at a future date.
- b. The CMS must have a “restore previous version” for each page.
- c. The CMS solution must be hosted in Canada.
- d. The CMS manufacturer shall provide corporate technical support to the Corporation.
- e. Easy setup of short URLs, friendly URLs, or URL re-directs.
- f. Broken URL link reports, potentially with notification to the Webmaster.
- g. The CMS must enable user and/or role-based permissions to be configured in order to control what system features and data users can access, in addition to a history log that lists recent page update details.
- h. The platform must allow the Corporation to easily change the content. This includes the ability to modify, add, or delete menus. The content management system should be user-friendly and intuitive, enabling non-technical staff to make updates without requiring extensive technical knowledge.
- i. The CMS must support SSL/TLS encryption at all levels, ensuring end-to-end security from content management to public access. All administrative portals must require secure HTTPS connections with multi-factor authentication (MFA) to prevent unauthorized access.

1.5.2.6. Responsive Design

- a. Many of our website visitors are on mobile or tablet devices. The new website must be incredibly mobile-responsive and have a design that adapts to the user’s specific screen size, platform and orientation.
- b. The features/portlets must adapt to various formats based on the user’s screen size and orientation, and in order of importance/priority of feature, instead of “squishing” content or only using benchmark screens sizes to adapt.
- c. The website development solution must offer the possibility to preview the desktop, mobile, and tablet views of the site before publishing any changes. This ensures that content is optimized and properly displayed across all devices.
- d. The website should integrate a Chatbot AI with virtual assistant capabilities. This feature should be able to assist visitors by answering common questions, providing information, and guiding users to the appropriate sections of the website. The Chatbot must support multi-language, including English and French to accommodate the diversity of the Township.
- e. To ensure optimal performance across all devices, the website will be integrated with a content delivery network (CDN) to improve load speeds and

regional accessibility while maintaining independent performance monitoring.

1.5.2.7. Available Modules

Additional costs for specific modules may apply, please include these additional costs in the Appendix D – Pricing Summary.

- a) Community Association Directory in which Community members can create a profile and upload/modify/delete their information.
- b) Calendar of Events (RSS Feed) in which community members can create a profile and publish an event
- c) Form Builder
- d) Interactive maps
- e) Parks Map – Searchable solution like [Collingwood's Park Page](#).
- f) Waste Collection Schedule – Searchable, like [Toronto](#) or [Muskoka](#)
- g) By-laws and policies – Searchable
- h) Citizen Portal
- i) Public Engagement Platform
- j) News/Alerts – With email subscription and text alerts

1.5.2.8. Integrations

The new website must support seamless integration with the following platforms and systems currently used by the Township. Proponents must outline their approach to implementing, configuring, and testing each of these integrations to ensure cohesive user experience on desktop, mobile and tablet. Additional integrations may be considered were beneficial to user experience or internal workflows. Proponents are encouraged to identify other relevant integrations based on industry best practices.

- a. Social Media Feeds (Facebook, Instagram, X)
- b. Seamless integration of YouTube videos into our website
- c. Univerus Rec (Facility booking, recreation programs, memberships)
- d. Breken (dog tag, fire permit, building permit, public safety infraction, parking tickets)
- e. PSD City Wide – Municipal Management Software
- f. Business Directory

1.5.2.9. Statistics and Analytics

- a. Proponent must implement Google Analytics onto the website to track navigation patterns and other useful statistics in order to make any required adjustments to the website.
- b. Website analytics will be independently configured to track user interactions, ensuring insights maintaining compliance with Canadian privacy laws.

1.5.2.10. Training and Support

- a. The Proponent must provide training to staff on how to enter, upload, and modify content using the CMS, based on best practices and accessibility

standards. The training must be tailored to the Township's staff composition, which includes approximately 3 to 5 primary users from the Communication and HR departments.

Training must include:

- A live session (in-person or virtual);
- Supporting reference materials (written and/or video tutorials);
- One or two additional training sessions six months to a year after launch to ensure optimal use of the platform; and
- Options for follow-up or refresher sessions as needed.

Training must be available in English. The Agency must indicate how training will be structured and accommodated within the proposed budget and timeline. The Corporation expects that most users will not have technical or web development backgrounds. The CMS and training approach must reflect ease of use for non-technical users. Details and fees related to customer services and technical support must be included in the Appendix D – Pricing Summary.

- b. Support details (annual unlimited and/or hourly options, etc.), response time, uptime, security measures and disaster recovery plan must be included in the Proposal. A toll-free support number should be provided including detailed information on the support mechanism from the Proponent, and any other potential options the municipality may have.
- c. Support must include the following items:
 - i. Problem management support services: in case of a problem with the website and must be able to provide a ticket number for reference.
 - ii. Information and guidance support: in case of a request made to support in order to get technical information on the website capabilities and future projects.
 - iii. Monitoring and notifications: the Proponent must provide monitoring services in case of downtime and alert the municipality.
 - iv. Security measures and prevention services: In case of a threat, the Proponent must be able to detect virus infections on the website and intrusion prevention. The system hosting the website must be up to date with latest versions and internal technology.
 - v. Maintenance and communication: any type of maintenance should be communicated in advance to the Corporation if downtime is required or if the change affects website functionalities.

1.5.3.Deliverables

The following table outlines the division of responsibilities between the Corporation and the Proponent during the website redesign process. It is intended to clarify expectations for project execution and ongoing operations. Proponents must clearly describe how they will fulfill the items assigned to the Proponent and support the Corporation in its roles. Final ownership of all content and outputs remains with the Corporation.

Deliverable	Responsible Party	Notes/Clarifications
Writing and Web Content	Corporation	Content Creation by staff
WCAG 2.0 AA Accessible Content	Corporation + Proponent	Corporation writes, Proponent ensures design + tech compliance
Content Translation	Corporation	Corporation provides French content
Intellectual Property Ownership	Corporation	All final work is owned by Corporation
Modules Configuration	Proponent	Includes setup and activation
HTML Integration	Proponent	Incorporation of approved content
Site Hosting	Proponent	Must be hosted in Canada
Updates and Maintenance (1-year post-launch)	Proponent	CMS, technical support, module patches
Basic Content Integration (text and tags)	Proponent	Populate initial batch of content provided
Web Graphic Design	Proponent	Custom visuals, layouts
SEO (Search Engine + Strategy)	Proponent	Optimize metadata, URL structure
Visual Identity Integration	Proponent	Match branding, colours, typography
Google Analytics Setup	Proponent	Tracking + dashboard
Technical Support and User Manual	Proponent	Support plan + guide for staff

1.6. Project Schedule

The Corporation anticipates awarding the contract by October 2025. The successful Proponent is expected to begin the project in January 2026, with the goal of launching the completed website no later than June 2026.

Below is the proposed high-level schedule. Proponents may recommend adjustments, provided they demonstrate how all deliverables will be met within the required timeframe which must include testing period with corrective feedback.

1.7. Pricing

The Corporation has anticipated a budget of between \$50,000 and \$75,000 for these services. Proposals exceeding this range will still be considered if they clearly demonstrate significant added value, enhanced functionalities, or future-ready features that align with the Township's objectives. However, any proposal exceeding the \$75,000 threshold will require Council approval, which may result in an additional 2–3 weeks for contract award and execution.

Proponents must list in Appendix D – Pricing Summary all costs, including any additional features, services, or solutions that could assist the Corporation in achieving its vision for the project.

1.8. Proposal Criteria

The Successful Proponent will be selected based upon the evaluation criteria established in the Section 3 – Evaluation of Proposals.

1.9. Proposal Schedule

The Request for Proposal process shall follow the dates identified unless formally adjusted by addendum:

ITEM	DEADLINE
Issue Date of RFP	Monday, August 18, 2025
Proponent's Deadline for Questions	Tuesday, September 2, 2025, at 11 a.m. (ET)
Deadline for Issuing Addenda	Friday, September 5, 2025
Proposal Submission Closing	Friday, September 12, 2025, at 11 a.m. (ET)
Proponent Selected	Monday, October 13, 2025

1.10. Documentation Available to Proponents

The following supporting documents will be made available to the Successful Proponent:

- Corporation's Style Guide
- Any other existing and relevant documentation

1.11. Contacts for this RFP

1.11.1. Project Manager

The services provided will be reviewed and approved by the Corporations' Project Manager, which is expected to be the Communication Coordinator and the evaluation team.

1.11.2. Inquiries

1.11.2.1 Inquiry Submission

All inquiries related to this RFP must be submitted exclusively through the Bids & Tenders Platform. No questions will be answered via email or phone.

1.11.2.2 Deadline for Inquiries

Inquiries must be received no later than 11:00 a.m. (ET) on September 2, 2025, to allow sufficient time for issuing any necessary addenda.

1.11.2.3 Addenda Issuance

Addenda may be issued throughout the bidding period and no later than September 5, 2025. All addenda become an official part of the RFP.

1.11.2.4 Official Modifications

Only the Contracting Authority may make official modifications to the RFP or the “Terms of Reference” through formally issued addenda. No officer, agent, or employee of the Corporation is authorized to make oral modifications to this RFP.

1.11.2.5 Proponent Responsibility

Proponents must acknowledge receipt of all addenda on the Appendix A – Form of Offer. It is the Proponent’s responsibility to ensure they have received and understood all published addenda before submitting their proposal.

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SECTION 2 – Information for Proponents

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2.1. Statement of Compliance

The Proponent(s) shall certify by signature(s) on Form of Offer – Appendix A that it has "No exception" to any of the clauses of the Proposal. If the Proponent(s) has/have an "Exception", they shall state the exception and include an explanation of same on its/their letterhead which shall be attached to the Form of Offer – Appendix A. Any Proponent who indicates an "Exception" may have their proposal rejected, in the sole discretion of the Corporation.

2.2. Proposal Format

Proponents must submit proposals electronically via the Bids & Tenders platform by 11:00 a.m. (ET) on Friday, September 12, 2025. Late submissions will not be considered.

Proposals should be on 8½" x 11" pages and must not exceed 20 single-sided pages in 12-point Arial font. Spreadsheets may be submitted on 11" x 17" pages. Any documentation exceeding the maximum page count may not be considered. The Mandatory Submission Requirements documents will not be included in the page limit count.

2.3. Proposals in English

All Proposals are to be in English only.

2.4. Proposal Preparation

The proposal must be submitted electronically via a "two envelopes" system meaning that the qualifications and pricing must be submitted as separate files labelled accordingly:

2.4.1. File 1 - Qualifications

The following documents shall be included in the Qualification File. This electronic file shall be marked as "Qualification" along with the project number and Proponent name. For example:

Qualification - Project # - Proponent Name

- Mandatory Submission Requirements
 - Appendix E – Proposal Cover Sheet
 - Appendix A – Form of Offer
 - A.1. – Mandatory Forms Checklist
 - A.2. – Proponent Information
 - A.3. – Proponent Acknowledgement
 - A.4. – Conflict of Interest
 - A.5. – Authorization of Proposal

- Appendix B – References
- Appendix C – Sub-Consultants
- Rated Requirements
 - Proposal Document

Information provided by the Proponent in the Qualification File will only be used for the sole purpose of determining the Proponents experience and qualifications. Information submitted will be subject to verification, and further pertinent information may be obtained from references. Reference checks by the Corporation may not be limited to those listed in the Proponent's submission. Proponents should clearly identify the information provided in their submission which the Proponent considers Confidential or Proprietary so that the Corporation can take the necessary steps to protect the information, in the event that the document becomes the subject of a Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") request. The Proponent acknowledges that the Corporation are subject to disclosure under the MFIPPA.

2.4.2. File 2 – Price

The completed Appendix D – Pricing Summary is to be included in a **PASSWORD PROTECTED** electronic file separate from the Qualification File. This electronic file shall be marked as "Price" along with the project number and Proponent name. For example: *Price - Project # - Proponent Name*

Proponent must password protect this file so it cannot be opened without the password. The password must not be provided to the Corporation with the proposal submission.

Once Proponents have passed Stage 2, the RFP Contracting Authority will contact the Proponent to obtain the password to open the Price File. If, at the sole discretion of the Corporation, it is determined to be necessary to open the Price File of any Proponent prior to or outside of Stage 2, the Corporation reserves the right to request the password from that Proponent at any time.

2.4.3. Proposal Submission

Proponents are responsible to provide their submission to the RFP Contracting Authority through the Bids & Tenders platform only. No submission shall be submitted directly to the RFP Contracting Authority by email. All rules and regulations of the Bids & Tenders platform apply.

Each required file should be attached as a separate file. The RFP Contracting Authority shall not be responsible for any technical problems regarding the submissions, or if the submission is not submitted through the Bids & Tenders platform. Late submissions may not be considered.

2.5. Disqualification of Proposals

Under no circumstances will Proposals be considered if they are received after the Proposal Submission Closing Date and time as defined in Section 1 – Terms of Reference, as recorded by the RFP Contracting Authority.

2.6. Withdrawal or Qualifying of Proposals

A Proponent who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time. The last Proposal received shall supersede and invalidate all Proposals previously submitted by that Proponent for this contract.

A Proponent may withdraw its Proposal at any time up to the official closing time by submitting a letter bearing the Proponent's signing officer's signature as in its Proposal to be sent to the Contracting Authority. Such a submission, at the location stated in Section 1 – Terms of Reference for the receipt of Proposals must be received in sufficient time to be marked with the time and date of receipt before the designated Proposal closing time. The Proponent shall show its name, the name of the project and the Agreement number(s) on the file name containing such letter. No fax transmissions or telephone calls will be considered. No withdrawal of a Proposal is permitted after the Proposal Submission Closing Date and time.

2.7. Reserved Rights of the Corporation

The Corporation, in its sole discretion, reserves the rights to:

- a. supplement, add to, delete from or change this solicitation document;
- b. determine which respondent, if any, should be selected for negotiations;
- c. reject any or all proposals or information received pursuant to this RFP;
- d. cancel this RFP with or without the substitution of another RFP;
- e. request additional data or information after the submittal date, if such data or information is considered pertinent to aid the review and selection process;
- f. conduct investigations with respect to the qualifications and experience of each respondent;
- g. verify with any Proponent or with a third party any information set out in a Proposal;
- h. check references other than those provided by any Proponent;
- i. take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interest to the Corporation;
- j. require one or more respondents to supply, clarify or provide additional information in order for the municipality to evaluate the proposals submitted;
- k. waive any informalities or irregularities in the submittals or to re-advertise;
- l. select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Corporation or the highest score;
- m. make public the identity of any or all Proponents;

- n. request written clarification or the submission of supplementary written information from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
- o. issue the RFP to other prospective proponents at any time;
- p. disqualify any Proponent whose proposal contains a misrepresentation or any other inaccurate or misleading information or disqualify such proposal;
- q. disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- r. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- s. accept alternates and substitutions in any order or combination the Corporation, at their sole discretion, may decide;
- t. after the deadline for submission of Proposals, engage in direct discussions or direct negotiations with any Proponent or with more than one Proponent at the same time or at different times;
- u. after the deadline for submission of proposals, discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proposal; and
- v. if only one Proposal is received, reject the proposal of the sole Proponent and cancel this RFP or enter into direct negotiations with the sole Proponent.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Corporation shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Corporation exercising any of its express or implied rights under this RFP.

The Corporation reserves the right to consider, during the evaluation of proposals, all or some of the following criteria in assessing a proposal, none of which shall be binding on the Corporation;

- a. information provided in the proposal document itself;
- b. information provided in response to enquiries of credit and industry references set out in the Proposal;
- c. information received in response to enquiries made by the Corporation of third parties apart from those disclosed in the proposal in relation to the reputation, reliability, experience and capabilities of the Proponent;
- d. the manner in which the Proponent provides services to others;
- e. the experience and qualification of the Proponent's senior management and project management;

- f. the compliance of the Proponent with the Corporations' requirements;
- g. innovative approaches proposed by the Proponent in the proposal, and,
- h. the Corporations' policies and by-laws relating to issuing contracts to third parties.

By submitting its Proposal, the Proponent authorizes the collection by the Corporation of the information set out under (g) and (h) in the manner contemplated in those subparagraphs.

2.8. Proponents to Obtain RFP only Through Bids and Tenders

Subject to the information below, this RFP is available only through www.bidsandtenders.com/suppliers/bid-opportunities, the electronic tendering system provided by Bids & Tenders.

For technical information about the electronic tendering system, send an e-mail support@bidsandtenders.ca.

A Proponent who has not obtained this RFP through Bids & Tenders may have its Proposal disqualified unless a third party has requested this RFP from Bids and Tenders on that Proponent's behalf and that Proponent has identified the third party on their Appendix E - Proposal Cover Sheet. Failure to identify the third party in this manner may result in disqualification of the Proposal.

2.9. All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this subsection. If the Corporation, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way of Bids & Tenders. Each addendum shall form an integral part of this RFP. Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Corporation. In the space provided in Appendix A - Form of Offer, Proponents shall confirm their receipt of all addenda by setting out the number of each addendum.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by Bids & Tenders, since they must obtain through Bids & Tenders all of the information documents that are issued through Bids & Tenders. In the event that a Proponent chooses to cancel the receipt of addenda or amendments option, its Proposal may be rejected.

2.10. Proponents Shall Bear Their Own Costs

Proponents shall bear all costs associated with or incurred in the preparation and submission of Proposals.

2.11. Proponents to Review the RFP Documents

Proponents shall promptly examine all the documents comprising this RFP and

a) shall report any errors, omissions or ambiguities; and

b) may direct questions or seek additional information in writing to the RFP Contact through the Bids & Tenders platform only. All questions shall be submitted by Proponents before the Deadline for Questions. No communications are to be directed to anyone other than the RFP Contracting Authority. The Corporation is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the Proponent to seek clarification from the RFP Contracting Authority on any matter it considers to be unclear. The Corporation shall not be responsible for any misunderstanding on the part of the Proposal concerning the RFP or its process.

The contact information of the RFP Contracting Authority for this project is provided in Section 1 - Terms of Reference.

2.12. Proposal Validity Period

Proposals shall remain valid and open for acceptance by the Corporation for a period of sixty (60) calendar days following the due date for receipt of proposals.

2.13. Acceptance or Rejection of Proponent

The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior or after or by reason of the acceptance or the non-acceptance by the Corporation of any Proposal or by reason of any delay in the acceptance of a Proposal save as provided in the Agreement. Proponents are subject to a formal contract being prepared and executed. The Corporation reserves the right to reject any or all Proposals and to waive formalities as the interests of the Corporation may require without stating reasons therefore and the lowest or any Proposal will not necessarily be accepted. If an insufficient number of Proposals are received, Proposals may be returned unopened.

A Proponent who submits exceptions, conditions, options, variations or contingent statements to the terms set out in the Agreement, as part of its Proposal, may be disqualified.

2.14. Procurement Process Non-Binding

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations for greater certainty and without limitation:

- a. this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and;
- b. neither the Proponent or the Corporation will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honor proposal submitted in response to this RFP.

2.15. Basis of Selection

The Project Manager intends to recommend the appointment of the Proponent based on "best overall value" to the Corporation, as determined by the Proposal which attains the highest score out of the 100 points available based on the evaluation criteria.

The Proponent appointment is subject to approval by the Corporation in accordance with the provisions of the Corporation's Procurement By-Law.

2.16. Selection Process

An evaluation team will review all proposals received and score the proposals using a "consensus" approach in relation to the identified criteria and points. An award may be made solely on the basis of the proposal submission, without a meeting with the Proponent. However, one or more Agencies may be invited to attend a formal interview with the evaluation team or provide written clarification on their Proposal. This formal interview, if applicable, would be scheduled within the two weeks following closing. Final scoring will remain confidential. However, the Contracting Authority may provide feedback, when requested, to individual Agencies on each evaluation category. This feedback may only be provided following the award of the contract.

2.17. Selection of Proponent

Notice of selection by the Corporation to the successful Proponent will be in writing.

2.18. Notification to Other Proponents

Once the successful Proponent and the Corporation execute the Agreements, the unsuccessful Proponents will be notified by the RFP Contracting Authority in writing of the outcome of the Procurement process, including the name of the successful Proponent.

2.19. Failure to Enter into Agreement

In addition to all the Corporations' other remedies, if the successful Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen days of notice of selection, the Corporation may, in their sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent.

2.20. Retainer and Status of Proponent

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

2.21. Services

The Services to be provided by the Proponent to the Corporation are set forth in the Terms of Reference and the Proposal, as amended by the Purchase Order, and such Services as changed, altered, or added to, under the provisions of this Agreement are hereinafter called the "Services". All Services shall be performed by staff of the Proponent, or sub-Agencies identified within the final accepted Proposal. The Proponent shall not engage others to perform specialized services unless prior approval, in writing, is obtained from the Corporation.

2.22. Compensation

The Corporation shall pay the Proponent in accordance with the provisions set forth in this Agreement. All invoicing and payments shall be in Canadian dollars.

Any expenses incurred as a result of non-compliance by the Proponent with the terms and conditions, including but not limited to Section 21 - Accessibility for Ontarians with Disabilities Act and Website (iv), will be deducted from the final payment.

Final Payment: The Corporation shall release any outstanding amounts owing under this Agreement only once the project has been completed in full, all deliverables have been accepted, and any deficiencies (if any) have been remedied to the satisfaction of the Corporation.

2.23. Staff and Methods

The Proponent shall perform the services to a professional standard in accordance with current "best practices" and shall skillfully and competently perform the Services and shall employ only skilled and competent staff thereon who shall be under the

supervision of a senior member of the Proponent's staff.

2.24. Changes and Additional Services

The Corporation may, with the consent of the Proponent, in writing and at any time before or after the commencement of the Services, extend, increase, vary, or otherwise alter the Services, and in such cases, the Corporation shall pay the Proponent in accordance with agreed-upon rates, either per hour, per diem or fixed costs, as may be determined.

2.25. Suspension or Termination

The Corporation may at any time by notice in writing to the Proponent suspend or terminate the Services or any portion thereof at any stage of the undertaking, and the Proponent shall thereupon be entitled to payment for any of the Proponent's staff employed directly thereon together with such expenses and disbursements allowed under this Agreement. Upon receipt of such written notice, the Proponent shall perform no further Services other than those reasonably necessary to close out the Services.

Upon written notice of suspension or termination, or upon written demand by the Corporation at any time during the term of this Agreement, the Corporation shall be given and have the right to take possession of and use any information prepared or supplied by the Proponent.

If the Proponent is practicing as an individual and dies or becomes incapacitated before the Services have been completed, this Agreement shall terminate as of the date of death, or incapacity, as applicable, and the Corporation shall pay for the Services rendered and disbursements incurred by the Proponent to the date of such termination.

2.26. Indemnification

The Proponent shall defend, indemnify and save harmless the Corporation and its elected officials, officers, employees, and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Proponent, its directors, officers, employees, agents, Agencies and sub-Agencies, or any of them, in connection with or in any way related to the delivery or performance of this Contract.

This indemnity shall be in addition to and not in lieu of any insurance to be provided by

the Proponent in accordance with this Contract and shall survive this Contract.

The Proponent agrees to defend, indemnify, and save harmless the Corporation and against any and all claims of nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of related to the Proponent's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Proponent in accordance with this Contract and shall survive this contract.

2.26.1. Corporation Provided Information

The Corporation further acknowledges and agrees that the Proponent will not be held liable for any damages/losses of any kind or nature that may result from the use of inaccurate information or data provided to the Proponent by the Corporation. The Corporation agree to accept full responsibility for the accuracy of all information and data that it provides to the Proponent.

2.27. Force Majeure

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

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

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

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

2.28. Insurance

1. Without restricting the generality of the Indemnification provisions, the Proponent shall, during the term of this Agreement, provide, maintain and pay for:
 - a. Commercial General Liability Insurance Issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence/\$10,000,000 annual aggregate for any negligent acts or omissions from the Proponent relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property and operations; non-owned automobile, broad form property damage; owners and Agencies protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent employers' liability; tenants legal liability; cross liability and severability of insurance clause.
 - b. All insurance shall add the Corporation as Additional Insured with respect to the Operations of the Bidder. This insurance shall be non-contributing with and apply as primary and not as an excess of any insurance available to the Corporation.
 - c. Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each loss.
 - d. Professional Liability (errors and omissions) insurance coverage shall be obtained for the limit of not less than \$2,000,000. If such insurance is issued on a claims-made basis, coverage shall contain a 24-month extended reporting period or be maintained for a period of two years after the conclusion of services under this Agreement.
 - e. Cyber liability/Network Security coverage shall be obtained for the limit of not less than \$2,000,000. If such insurance is issued on a claims-made basis, coverage shall contain a 24-month extended reporting period or be maintained for a period of two years after the conclusion of services under this Agreement. Coverage is to respond to but not be limited to the following occurrences:
 - Privacy violations including but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations, regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification

of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.

- Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network or other third-party computer information systems and will further include expenses related to third-party computer forensics.
 - Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.
2. The successful Proponent shall provide a Certificate of Insurance evidencing coverage in force at least 14 days prior to contract commencement.
 3. If the Corporation request to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Proponent shall endeavor forthwith to obtain such increased or special insurance at the Corporations' expense.
 4. All above policies shall contain an endorsement to provide the Corporation with thirty (30) days prior written notice of cancellation or of a material change that would diminish coverage.

2.29. Conflict of Interest

The Proponent is required to disclose to the Corporation, prior to accepting this assignment, any potential conflict of interest. If a conflict of interest exists, the Corporation may, in its discretion, withhold this assignment from the Proponent until the matter is resolved to the satisfaction of the Corporation. If, during the term of this Agreement the Proponent is retained by another client and that assignment gives rise to a potential conflict of interest, the Proponent shall so inform the Corporation and if a conflict of interest is deemed to exist by the Corporation, the Proponent shall either refuse the new assignment or take such steps to remove the conflict of interest as are deemed necessary by the Corporation.

2.30. Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other.

2.31. Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral about or incidental to the Services.

2.32. Approval by Other Authorities

Where either the Services of the Proponent is subject to the approval or review of an authority, government department, or agency other than the Corporation, such approval or review shall be obtained through the office of the Corporation and unless authorized by the Corporation in writing, such approval or review shall not be obtained by direct contact by the Proponent with such other authority, government department or agency.

2.33. Review

The Corporation, or persons authorized by the Corporation, shall have the right, at all reasonable times, to review the Services performed.

2.34. Publication

The Proponent shall obtain the consent in writing of the Corporation before publishing or issuing any information regarding the Services.

2.35. Confidential Information

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

2.36. Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended, applies to information provided to by a Proponent. A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality will be maintained. The confidentiality of such information will be maintained, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to those retained for the purpose of evaluating or participating in the evaluation of their Proposals.

By submitting any Personal Information requested in this RFP, Proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal

Information relates to an individual assigned by the successful Proponent to provide the Deliverables, such information may be used by the Corporation to compare the qualifications of such individual with any proposed substitute or replacement. If a Proponent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the RFP Contracting Authority.

2.37. Time

The Proponent shall perform the Services expeditiously to meet the requirements of the Corporation and shall complete any portion or portions of the Services in such order as the Corporation may require.

The Proponent shall perform all the Services required under this Agreement by the date or dates stated in the RFP.

2.38. Occupational Health and Safety

The Corporation is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, Agencies, agents and others on our premises.

The Proponent shall assume all responsibilities and obligations imposed upon them by virtue of the *Occupational Health and Safety Act*.

2.39. Workplace Safety and Insurance Board (WSIB) and Worker Rights

The submission shall include a current and valid WSIB Clearance Certificate (or other Provincial equivalent) to the satisfaction of the Corporation and have its validity updated as necessary.

The Proponent shall ensure they retain WSIB coverage and are in good standing for the duration of the Contract. Prior to the release of any portion of the holdback, the Proponent shall provide to the Corporation, a Clearance Certificate for the Workplace Safety and Insurance Board with the effective date following the completion of the Contract.

The Proponent shall abide by the hours of Work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour and/or other appropriate legislation of the Province of Ontario, and/or the Government of Canada.

The Proponent shall be responsible for and shall pay any dues and assessments payable under *The Workplace Safety & Insurance Act*, *The Unemployment Insurance Act* or any other *Act*, whether Provincial or Dominion in respect to all employees or operators. The Proponent shall, upon request, furnish the Corporation with satisfactory

evidence that he has complied with the provisions of any such Act.

2.40. Accessibility for Ontarians with Disabilities Act (AODA)

All Proponents performing work for the Corporation must comply with the Accessibility for Ontarians with Disabilities Act (AODA), 2005, in particular the Integrated Accessibility Standards, O. Reg. 191/11.

Without limitation, all contractors performing work for the Corporation shall maintain training records with respect to all accessibility standards training provided as prescribed in the Regulations under the AODA and in the Human Rights Code, including dates when training is provided, the number of personnel who received training, and individual training records.

Agencies shall submit to the Corporation if requested, documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training is provided and the number of attendees.

Unless determined by the Corporation to not be practicable, Agencies shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Regulation), including future updates, produced pursuant to a Contract shall be in conformity with [Web Content Accessibility Guidelines 2.0 Level AA](#) and shall be provided in accessible Word, Excel, PowerPoint, PDF or other electronic format.

2.41. Replacement of Personnel and/or Sub-Agencies

When specific persons have been named in the Contract as the persons who must perform the Work, the Proponent shall provide the services of the persons so named unless the Proponent is unable to do so for reasons beyond its control.

If at any time, the Proponent is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.

The Proponent shall, before replacing any specific person named in the Contract, provide notice in writing to the Corporation. The replacement must be acceptable to the Project Manager.

2.42. Successors and Assigns

The Contract shall ensure to the benefit of, and shall be binding upon, the successors and permitted assignees of the Corporation and of the Proponent.

2.43. Fraud or Bribery

Should the Proponent or any of his/her agents give or offer any gratuity to or attempt to

bribe any member of the awarding body, officer or servant of the Corporation, or to commit fraud against the Corporation, the Corporation shall be at liberty to declare the proposal void forthwith, or to take the whole or any part of the contract out of the hands of the Proponent and to invoke the provisions of termination.

2.44. Award

Any award resulting from this RFP will be in accordance with the Township of Russell's Purchasing Policy (2021-094) and may be subject to Council's approval.

2.45. Severability

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

2.46. Contract Negotiations

The Proponent with the highest ranking as outlined in these RFP documents may be invited to a meeting for the purpose of reviewing the proposed scope and level of services to be provided and the associated fees. It is expected that the Proponent will be able to support fair value and acceptable levels of service for the fee as proposed. The Corporation may, at its discretion, then initiate negotiations in an attempt to reach understanding and consensus on a scope and fee acceptable to both parties. Once these terms are accepted the Proponent and the Corporation will proceed to finalize arrangements for contract award and a contract document, which contract document shall incorporate all terms contained within these RFP documents, as well as the information submitted by the Proponent.

In the event that Proponent with the highest ranking and the Corporation fail to agree on a scope and fee for the services to be provided, negotiations will be terminated by the Corporation. The Proponent with the second highest ranking may then be invited to participate in the negotiation process. The process may be repeated as often as necessary.

Section 3 – Evaluation Grid

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PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER
TO DOWNLOAD AN UNMARKED VERSION OF THIS FILE
WWW.BIDSANDTENDERS.COM – ORIGINAL DOCUMENT SOURCE

3.1. Stage 1 - Form of Offer

EVALUATION CRITERIA	PASS OR FAIL
Mandatory forms checklist	
Proponent information	
Proponent acknowledgement	
Conflict of interest	
Authorization of proposal	

3.2. Stage 2 – Evaluation of Rated Requirements

Proposals should include a demonstrated understanding of the scope and particulars of the services. The contents of your Service Proposal should address the evaluation criteria numbered 3.2.1. through 3.2.4., which will be assessed by the review team and be submitted in this numerical sequence.

3.2.1.Design, Software and Creativity

The evaluation team will score proponents based on their design creativity, ideas, and overall compatibility with the vision for the website redesign project. See Section 1 – Terms of Reference for the comprehensive list of requirements that the Corporation is seeking in its new website.

EVALUATION CRITERIA	POINTS /35
Look and design	3
Ideas and originality	2
Accessibility	5
Bilingualism	3
Content, search engine and hosting	3
CMS	3
Responsive design	2
ChatBot	2
Available modules	4
Integration	2
Statistics and analytics	2
Training and support	4

3.2.2.Proponent's Experience and Qualifications

Provide a general description of the prime Proponent proposed to lead the effort. Identify any other Agencies and or individuals proposed to make up your team. Elements that will be evaluated are:

- Proponent's history and qualifications to conduct the services described.
- Background of any sub-consulting Agency(ies) used on this project and an explanation of prior relationships with the Proponent (if applicable).
- Based on your understanding of the Project, how this team will be organized and managed.
- Background resumes demonstrating the experience of key professionals making up the proposed team, and other professional qualifications.
- Successful projects of a similar nature completed by your team members.
- Available resources from the Proponent.
- In the Appendix B – References, provide three (3) references for projects completed within the last three (3) years with similar or related Scope as those described in Section 1 – Terms of Reference.
- Identify and describe any potential conflicts of interest in the Appendix A – Form of Offer.

EVALUATION CRITERIA	POINTS /25
History and qualifications to conduct the services	3
Background of any sub-consulting agency	1
Team organization and management	3
Demonstrated experiences of proposed team	2
Successful projects of similar nature and budget	4
Available resources	1
References – Websites are modern, simple and minimalist	3
References – Websites are unique, distinctive and reflects the brand identity	3
References – Websites are simple, easy to use	3
References – Summary of projects, total lump sum cost and references are provided	2

3.2.3. Project Management and Methodology

The Proposal shall include a clear and concise understanding of the project, the work to be completed and the coordination required based on existing information. Elements that will be evaluated are:

- Overall scope and objectives, noting any specific issues that may require attention.

- An understanding of the scope of work to complete this Project, constraints, and critical timeline elements.
- Documentation of the Proponent's comprehensive knowledge of the local government operation, procedures, and law, including the Proponent's experience dealing with these types of projects with an emphasis on municipal projects.
- Definition of issues to be resolved during the project.
- Incorporation of coordination and involvement of Corporations' Staff within key elements.
- Description of project quality control that will meet the Corporations' needs and meet budget parameters.
- Explanation of ability to effectively meet the scope of work.
- Describe the approach and methodology to be followed in completing all aspects of the assignment to achieve the stated project objectives. Elements that will be evaluated are:
 - The lead for each discipline shall have a minimum of 5 years of experience with comparable projects. Please provide references and examples.
 - Detailed description of the Proponent's approach provided for each task demonstrating project needs.

Provide a work plan and schedule, including a breakdown of the major tasks, and the level of effort of the individual team members in sufficient detail to allow a complete understanding as to how and by whom the work is to be carried out.

- Number of people and hours assigned to this project with information to be provided in a spreadsheet format that clearly identifies staff and hours.
- Clear and concise explanation of specific tasks and associated schedule that provides quantifiable deliverables.
- Time required to complete tasks (duration)
- Inter-relations between tasks (dependencies)
- Key events during the project (milestones)
- Critical input points from the Corporation
- Ability to meet the overall schedule
- Confirmation that the final submission will be AODA compliant to WCAG Level 2.0 AA standards.

Note: Responses that incorporate excessive blocks of text that have been copied directly from the RFP will not be regarded as demonstrating an understanding of the requirement.

EVALUATION CRITERIA	POINTS /20
Overall scope and objectives	1
Understanding of the scope of work	2
Comprehensive knowledge of local government operation and experience with municipalities	2
Assumptions and risk assessment	1
Municipal staff involvement	1
Quality control plan	1
Ability to effectively meet the scope of work	2
Approach and methodology	2
Leaders' experiences	2
Number of people and hours assigned to the project	2
Time required to complete tasks	1
Milestones	1
Ability to meet the schedule	2

3.2.4. Overall Presentation

The Proponent shall consider the importance of keeping the information clear, concise and brief. Close adherence of the proposal sections with the ranking system and layout of the RFP will enable the Corporation to evaluate all proposals equally and efficiently.

See the requested Proposal Format in Section 2 – Information for Proponents.

Ensure that all rates and dollar figures are excluded from the work plan in this section.

EVALUATION CRITERIA	POINTS /5
Overall presentation of the proposal	5

3.2.5. Pass Grade

Only proposals that meet or exceed a score of 75 percent on evaluation criteria numbered 1 to 4 inclusive (63.75 out of 85) at this stage of the evaluation will be considered further.

Proposals that do not meet the minimum score required will be deemed non-compliant, and the financial Proposal will remain unopened.

3.2.6.Additional Information

The Proponent may submit any information they believe relevant that does not fit within the

body of the proposal. This may include brochures, company information, supplemental resumes, additional project descriptions, and any other information the Proponent believes is useful. This additional submittal will be used by the Project Team as they see fit and may not have a significant bearing on the selection process.

3.3. Stage 3 – Evaluation of Pricing

In a **SEPARATE PASSWORD PROTECTED** document, clearly identified as Financial Proposal, and using Schedule D, which is attached for that purpose, the Proponent is to provide a total proposed pricing, and shall be inclusive, including but not limited to professional fees, disbursements, and taxes, to complete this assignment in accordance with the Services detailed herein and in the Proponent's proposal. This financial proposal is to be broken down by category with expected timing identified to allow for budgetary control. Points will be awarded when compared to the lowest submission using the following formulas:

Lowest Proposal Cost ÷ Submitted Cost x Weighting = Proponent's Pricing Points

HST must be shown separately. Pricing must be provided in Canadian funds, inclusive of all applicable duties and fees, excluding HST, which should be itemized separately. Elements that will be evaluated include:

- Availability of resources from the Proponent and sub-Agency(ies) for the project
- Estimated hours and fees to complete the individual work elements
- Proponents must provide a total not-to-exceed fee for the entire scope of work outlined in this RFP. This fee must be all-inclusive, covering all tasks, deliverables, and related expenses
- Should a Proponent underestimate the effort or resources required to complete the work, no additional compensation will be provided. It is the responsibility of each Proponent to carefully assess the project scope and perform thorough cost estimating.
- List of tasks not performed by the Proponent or sub-Agency(ies) for project that must be performed by the Corporation.
- Proponent's reimbursable expenses and detailed cost of expenses.

EVALUATION CRITERIA	POINTS /15
Lowest Proposal Cost ÷ Submitted Cost x 15	15

APPENDIX A – Form of Offer

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A.3. Proponent Acknowledgement.....	4
A.4. Conflict of Interest.....	6

THIS FORM OF OFFER MUST BE SIGNED AND ALL PAGES OF THE ORIGINAL COPY MUST BE INCLUDED WITH THE PROPOSAL.

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A.1.Mandatory Forms Checklist

The Proponent must include as part of the Proposal, the following mandatory forms.

MANDATORY FORMS	INCLUDED IN PROPOSAL
Qualifications File	(YES / NO)
Appendix A – Form of Offer, including all tables	(YES / NO)
Appendix B – References	(YES / NO)
Appendix C – Sub-Consultants	(YES / NO)
Appendix E – Proposal Cover Sheet	(YES / NO)
Pricing File	(YES / NO)
Appendix D – Pricing Summary	(YES / NO)

A.2. Proponent Information

PROPONENT

The full legal name of the Proponent:

The Proponent's address:

The Proponent's phone number:

The Proponent's website:

The name and title of the Proponent's representative:

The mailing address of the Proponent's Representative:

The phone number of the Proponent's Representative:

The email address of the Proponent's Representative:

By signing the Form of Offer, the Proponent confirms they have carefully examined the RFP documents and has a clear and comprehensive knowledge of the Terms of Reference required under the RFP. By submitting the Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Agreement, and offers to provide the Deliverables in accordance with the rates set out in the Pricing Summary.

A.3. Proponent Acknowledgement

ITEM ACKNOWLEDGEMENT	INITIALS CONFIRMING ACCEPTANCE
<p>1 INSURANCE</p> <p>Proponents must carry the minimum required levels of insurance coverage. Please refer to RFP Part 3 – Information for Proponents for additional info. Please confirm that you have forwarded the required insurance coverage for this RFP to your insurance Broker:</p> <p>_____</p> <p><i>Name of Insurance Broker/Agency</i></p> <p>Date that the Proponent reviewed the required insurance coverage with its broker/agent:</p> <p>_____</p> <p><i>Date</i></p>	<p>(Initials here)</p>
<p>2 PROOF OF INSURANCE</p> <p>By signing the Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage. Confirm that any costs related to the insurance have been taken into consideration while preparing this Proposal.</p> <p>The successful Proponent shall provide a Certificate of Insurance evidencing coverage in force at least 14 days prior to contract commencement.</p>	<p>(Initials here)</p>
<p>3 HEALTH AND SAFETY</p> <p>The Proponent hereby agrees to be legally bound by the provisions of the resulting Agreement, including, but not limited to, the Terms of Reference and the Information for Proponents.</p>	<p>(Initials here)</p>
<p>4 ADDENDA</p> <p>The Proponent has read and accepted all Addenda issued by the Municipality to date. We understand that the onus remains on us to have made any necessary amendments to our Proposal based on the Addenda.</p> <p>_____ <i>Addenda have been received, reviewed, and considered.</i></p>	<p>(Initials here)</p>

5

DISCLOSURE OF INFORMATION

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a Confidential basis, of this Proposal by the Municipality to the Project Managers for the purpose of evaluating or participating in the evaluation of this Proposal.

(Initials here)

6

CONTRACTUAL ACKNOWLEDGEMENT

The Proponent hereby agrees to be legally bound by the provisions of the resulting Agreement, including, but not limited to, the Terms of Reference and the Information for Proponents.

(Initials here)

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A.4. Conflict of Interest

1) ☐ I certify that I have no Conflict of Interest to declare.

2) **EMPLOYMENT STATUTS:** I am (name) _____

☐ An employee of the Township of Russell

☐ A Council member of the Township of Russell as defined under section 2a) of By-law 65-2013.

3) INTERESTS

The Conflict of Interest that I have to declare is as follows:

☐ I declare that I hold securities issued by each of the enterprises listed below or of the voting rights attached to such securities:

(Name, address and nature of business firm)

☐ I declare that I am ☐ an employee ☐ and administrator ☐ owner ☐ a creditor of the businesses mentioned business below:

(Name, address and nature of business firm)

Other:

(Name, address and nature of business firm)

NOTE: If more than one business is applicable, please provide us the information on a separate sheet and attach to this document.

I certify that this declaration is true and complete, and I am aware that it must be completed and filed in conformity with the procurement of goods and services by-law 65-2013 to which I am subject. I acknowledge that the information contained in this declaration may be used by the Township of Russell to comply with the applicable by-laws.

Made on _____

Signature of bidder and/or employee

APPENDIX B – References

Each Proponent is requested to provide three references for projects completed within the last three years with similar or related Scope as those described in Section 1 – Terms of Reference.

The Corporation, in its sole discretion, may confirm the Proponent's experience and/or ability to provide the Deliverables required and described in its Proposal by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such contact with the referees. The Corporation reserves the right to revisit the Proponent's scores in the experience and qualifications based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answer to the experience and qualifications and the results of the reference check.

Bidders must provide their reference information by filling in the table(s) below.

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REFERENCE #1

Client Name:

Population:

Website Link:

Contact Name:

Contact Title:

Contact Telephone Number:

Contact E-mail Address:

Date of Project:

Brief description of the delivered services:

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REFERENCE #2

Client Name:

Population:

Website Link:

Contact Name:

Contact Title:

Contact Telephone Number:

Contact E-mail Address:

Date of Project:

Brief description of the delivered services:

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REFERENCE #3

Client Name:

Population:

Website Link:

Contact Name:

Contact Title:

Contact Telephone Number:

Contact E-mail Address:

Date of Project:

Brief description of the delivered services:

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APPENDIX C – Sub-Consultants

LEGAL NAME OF SUB-CONSULTANT	ROLE
1.	
2.	
3.	
4.	
5.	
6.	

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APPENDIX D – Pricing Summary

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PREVIEW

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D.1. Pricing Breakdown

In addition to the Pricing Breakdown table, proponents must also provide a detailed breakdown of the hourly level of effort for each staff member assigned to the project, including their role and estimated hours.

EXPENSES	QUANTITY	TOTAL COST
Development – Professional Project Hours	hours	\$
CMS		\$
Hosting		\$
Domain		\$
Licensing		\$
Maintenance Fee		\$
Search Engine		\$
Implementation Support	hours	\$
Annual Support	hours	\$
Additional Support		\$
Others		\$
(Provide details here, if required)		

D.2. Modules

Please list all additional costs for modules separately unless cost is included in the regular website fees.

MODULES	INCLUDED IN REG FEES	ADDITIONAL COST
Community Association Directory	(YES / NO)	\$
Calendar of Events	(YES / NO)	\$
Form Builder	(YES / NO)	\$
Interactive Maps	(YES / NO)	\$
Parks Map	(YES / NO)	\$
Waste Collection Schedule	(YES / NO)	\$
By-Laws and Policies Searchable Solutions	(YES / NO)	\$
Citizen Portal	(YES / NO)	\$
Public Engagement Platform	(YES / NO)	\$
News/Alerts	(YES / NO)	\$
ADDITIONAL FEATURES (Please list any additional features that may incur an extra cost below.)		ADDITIONAL COST
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

D.3. Total Price

PROPONENT NAME	
TOTAL PROJECT COST (EXCLUDING HST)	\$

PREVIEW

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APPENDIX E – Proposal Submittal Cover Sheet

Place this Cover Sheet as the first page of the Qualification File.

RFP Reference No.: RFP-COMMS-01-2025
Project Name: Website redesign, implementation, hosting, and technical support services for the Township of Russell.
PROPONENT INFORMATION
Name of Proponent:
Address of Proponent:
NAME AND CONTACT INFORMATION FOR PRICE FILE PASSWORD
Upon completion of the mandatory and/or rated requirements review, the RFP's Contracting Authority will contact each qualified Proponent to obtain the password for the Pricing File for Stage 3 analysis.
Name of Contact:
Telephone number of Contact:
Email address of Contact: