



REQUEST FOR PROPOSAL (RFP)

**For the provision of
Website Design and Development**

Tender Information	No. ADM 21-02
Issue Date:	May 12, 2021
Site Visit:	not required
Closing Date:	June 11, 2021 @ 12:00 noon
Opening Date:	June 11, 2021 @ 1:30 PM
Address:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
Attention:	Trisha McKibbin, CAO/Clerk
Last Day for Inquiries:	June 8, 2021 by 12:00 noon

FOR ALL ELECTRONIC DELIVERY METHODS, COMPLETE AND AFFIX THIS COVER PAGE TO THE FRONT OF SUBMISSION

Bidder Information

Name/Company: _____

Contact Name: _____

Phone: _____ **Email:** _____

Address: _____

**LATE SUBMISSIONS WILL NOT BE ACCEPTED.
THE LOWEST OR ANY SUBMISSIONS MAY NOT NECESSARILY BE ACCEPTED.**

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2 General Conditions

2.1 Definitions

“Respondent” Refers to any eligible entity providing a response to this RFP etc.

“Corporation/Owner/Township” Refers to the Township of Minden Hills.

“Form of RFP” Refers to this document and its processes.

“Successful Respondent” Refers, in the event of an award, to the selected Respondent.

“Record(s)” shall have the meaning ascribed to it in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 as amended;

“Township record(s)” shall mean any record obtained from the Township under this RFP and any record created by the Successful Respondent in furtherance of the services provided to the Township under this RFP.

“Work or the provision of Goods and/or Services” Refers to the scope of work, and specifications outline in this RFP.

2.2 Handling

The handling of this document and any other document(s) related to this RFP will be in accordance with the Township of Minden Hills Policy No. 17 governing the procurements of goods and services, and this document.

2.3 Submission Mandatory Requirements

All submissions must be completed electronically and must include all Appendices attached to this document. All entries shall be clear, legible, in a non-erasable medium and signed (where applicable). Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be responded to according to instructions contained within this document(s). The following list of mandatory appendices shall be included:

-) Appendix A - Submission Requirements
-) Appendix B - Proposal Criteria
-) Appendix C - Respondent Information
-) Appendix D - Declaration Form
-) Appendix E - Guarantee of Performance/Cancellation of Contract
-) Appendix F - Agreement Acknowledgement
-) Appendix G - Delivery Notice

Responses shall be submitted electronically or dropped off in person as specified below:

Electronic Submissions:

Electronic Submissions are to be in PDF format, with the cover page completed in a legible format, affixed to the front of the submission and emailed to: tenders@mindenhills.ca, before the submission deadline noted in the RFP document.

Respondents will receive notification of receipt of submission. However, it is the responsibility of the Respondent to ensure that their submission and all attachments are successfully delivered to and accepted by the Township.

To help ensure delivery, total submission size should not exceed 30 MB. For submissions over 30 MB, contact the Township at tenders@mindenhills.ca for alternate submission arrangements.

The cover page shall be completed where indicated and affixed to the front of the submission. The subject line in the email shall be formatted as:

CONFIDENTIAL Submission re: RFP number and name - Respondent's name

Example: CONFIDENTIAL Submission re: RFP #ADM 21-02 Website Design and Development – Company A

In Person Drop-off Submissions:

Hard copy (in person) submissions are to be hand delivered to the Township before the submission deadline noted in the RFP document.

Appendix G – Delivery Notice shall be completed where indicated and affixed to the outside of the sealed envelope.

Respondents must contact the Township at tenders@mindenhills.ca to schedule an appointment for person-to-person drop-off. Respondents must follow all current safety guidelines, including but not limited to, wearing a facemask and using hand sanitizer at the time of drop-off.

Submissions placed in the Township Drop Box will not be accepted.

Respondents will receive receipt of submission at the time of drop-off.

Should a Respondent have submitted their tender through the mail; they will be required to also resubmit their tender electronically or in person as described above.

For questions or concerns regarding this matter, please contact the Township directly as outlined in Section 2.13 – Inquiries of the RFP document.

The Respondent warrants that all contents of their proposal are complete and accurate. It is the responsibility of the Respondent to ensure they comply with this procedure. The Township is not responsible for submissions which are not properly marked and/or delivered to any other location, other than that specified herein.

Late submissions will not be considered. *Local time is according to the time clock located in the Township offices, which will be deemed to be taken as conclusive (HR.:MIN.:SEC.). Late proposals will be returned unopened to the Respondent. Responses that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations incorrectly submitted, restricted by a statement or irregularities of any kind may be rejected as per the Township's Procurement Policy, unless otherwise provided herein.

Person(s) signing the prescribed forms must be authorized to sign on behalf of the Respondent represented, and to bind the Respondent to statements made in response to this RFP. If a joint response is submitted, it must be signed and addressed on behalf of each of the Respondents.

2.4 Manufacturer's Specifications

Respondents shall include with their submission the full manufacturers' specifications and literature (where applicable), which fully describe the item(s) being offered, including any optional equipment.

2.5 Equivalent

Where applicable, the Township may have specified certain product(s) and/or brand names throughout this RFP for a number of the components utilized in the goods and/or services. In some instances, the Township would be willing to consider an equivalent for the specified item. "Equivalent" would mean an equivalent product, design, manufacturer, etc. that, in the opinion of the Township is an "acceptable" alternative. The determination of the item to be an "acceptable" equivalent will be at the sole discretion of the Township.

Where a product, design, manufacturer, etc. has been stipulated and, there is no alternative option, Respondents must submit based on the specified item and, without substitution.

2.6 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the submitted unit cost. Submit all prices "HST Extra".

2.7 Multiple Submissions

Respondents wishing to provide more than one (1) submission for consideration must complete a separate response for each and clearly identify each submission as a separate offer.

2.8 Closing

Submissions must be received by the Township of Minden Hills on/before **12:00 noon local time on June 11, 2021.**

In the event that an emergency, staff labour disruption or inclement weather forces the suspension of services of the Township, by closing of the office, the submission shall become due on the next business day at 11:00 AM, local time, after the original closing date and time.

A response received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new submission and due before the amended closing date and time. Call 705-286-1260 ext. 513 for information in the event of a suspension of service for any additional information.

2.9 Opening

IMPORTANT – Due to the current COVID-19 pandemic, public openings of tender submissions have been cancelled, until further notice. Submissions will be opened by the CAO, Director of Finance and Deputy Clerk, or their designates on the date and time specified on the cover of the RFP document.

The results of the opening will be recorded and posted within two (2) business days on the Township Website at <https://mindenhills.ca/tenders/>

2.10 Withdrawal or Alteration(s)

A Respondent may submit more than one response at any time up to the specified time and date of the closing outlined in Section 2.8. The last submission received shall supersede and invalidate all submissions previously submitted by that Respondent.

A Respondent may withdraw or alter the submission at any time up to the specified time and date of the closing outlined in Section 2.8 by submitting a letter (on Respondent letterhead where available) bearing the Respondent's signature to the contact identified in Section 2.13 who will mark thereon the time and date of receipt and will place the letter in the Tender file. The Respondent's name and contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Submissions withdrawn under this procedure cannot be reinstated. Adjustments or corrections to a response already submitted will not be allowed.

2.11 Examination of Documents

Each Respondent must satisfy themselves by a personal study of the RFP documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed work or goods and/or services. There will be no consideration of any claim, after submission, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices bid must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFP. No extra work will be entertained without prior Township approval. Should the Respondent require more information or clarification on any point, it must be obtained via the contact identified in Section 2.13 prior to submitting a response to this RFP.

2.12 Omissions, Discrepancies and Interpretations

It is understood, acknowledged and agreed that while this document and related documents include(s) specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information, the information is not guaranteed by the Township to be accurate, nor necessarily comprehensive or exhaustive.

Nothing in this document or related documents is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The submission of a response shall be deemed proof that the Respondent is satisfied as to all the provisions of the submission, all conditions which may be encountered, all work or goods and/or services required, or any other matter which may enter into the carrying out of the work or supply of goods and/or services referred to in this RFP. No claims will be entertained by the Township based on the assertion by the Respondent that he or she was uninformed as to any of the requirements of this RFP.

Should a Respondent find omissions from or discrepancies in this document or related documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the contact identified in Section 2.13 without delay. If the Township considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued as per Section 2.14 of this document. No oral explanation or interpretation will modify any of the requirements or provisions of the RFP documents.

2.13 Inquiries

Inquiries concerning the RFP specifications and general RFP process are to be directed to:

Shannon Prentice, Deputy Clerk/Administrative Assistant or designate(s)
(705) 286-1260 ext. 513
sprentice@mindenhills.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of this RFP will be circulated as an Addendum as outlined in Section 2.14 of this document.

Inquiries must be received no later than **three (3)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided.

2.14 Addenda

If required by the Township, addenda will be distributed to all Respondents registered as a document taker (via the Township or on-line RFP provider) or invitational recipient for this RFP. Addenda will be distributed using the latest contact information as provided by the Respondent. It is the Respondent's responsibility to notify the Township of any changes to their contact information.

If this document or related documents was acquired via the Township website it is the Respondent's responsibility to check the Township website at www.mindenhills.ca for addenda. It is any and all Respondents ultimate responsibility to ensure all addenda have been received.

All Respondents should check the Township website, on-line RFP provider or contact the Township directly as per Section 2.13 – Inquiries, prior to submitting their response to this RFP.

Respondents are required to acknowledge receipt of all addenda by signing the Acknowledgement of Receipt included on the addenda form. Failure to submit all addenda unless otherwise directed on the addenda form, **will constitute an automatic rejection**.

2.15 Acceptance or Rejection of Submission(s)

The Township reserves the right to reject or accept any or all submissions in whole or in part at any time without further explanation and to waive formalities as the interests of the Township may require without stating reasons thereto.

The Respondent acknowledges the Township's rights under this clause and absolutely waives any right of action against the Township's failure to accept its submission whether such right of action arises in contract, negligence, bad faith or any other cause of action.

The acceptance of any submission is subject to approval by the Township's Council.

Notwithstanding and without restricting the generality of the statements immediately above, the Township shall not be required to award and accept a submission:

- a) When only one (1) submission has been received as result of the RFP;
- b) Where the lowest responsive and responsible Respondent substantially exceeds the estimated cost of the work or goods and/or services;
- c) When all submissions received fail to comply with the specifications or terms and conditions;
- d) Where a change in the scope of work or provision of goods and/or services or specifications is required the lowest or any submission will not necessarily be accepted. The acceptance of a submission will be contingent upon an acceptable record of ability, experience and previous performance.

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or non-acceptance by the Township of any submission or by reason of any delay in the acceptance of a submission except as provided in the RFP document.

Each submission shall be open for acceptance by the Township for a period of **sixty (60)** calendar days following the date of closing, or as otherwise mutually agreed to by each of the Respondents.

Where the submission document does not state a definite delivery/work/provision of goods and/or services schedule and a submitted response is based on an unreasonable delivery/work/provision of goods and/or services schedule, the submission may be rejected.

2.16 Award Procedures

The Township is not under any obligation to award the RFP and reserves the right at its sole discretion to terminate or amend this RFP at any time.

It is the intention of the Township to award this RFP to one (1) qualified Respondent. The lowest or any submission may not necessarily be accepted.

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Respondent that their submission has been accepted within **sixty (60)** calendar days of the proposal closing, or within 3 business days from receiving council approval, whichever is shortest.

Notice of acceptance of a Respondent's submission will be by telephone, email and/or by written notice. No further communication regarding this notice is required unless the Successful Respondent declines the awarding of this RFP.

Upon acceptance of the submission by the Township, the Successful Respondent shall provide the Township with any required documents within **fourteen (14)** calendar days of the date of notification of award or as otherwise specified in this document or related documents or by the Township.

Commencement and completion dates may be altered if mutually agreed to by the Township and the Successful Respondent.

2.17 Ability and Experience of Respondent

It is not the purpose of the Township to award this RFP to any Respondent who does not furnish satisfactory evidence of possessing the ability and experience in this work or provision of goods and/or services and sufficient capital and plant resources to ensure acceptable performance/product and completion/supply of the required specifications.

The following criteria will be utilized by the Township, through references provided in Section 4.4 to determine whether a Respondent is qualified to undertake the award;

-) The Respondent's ability and agreement to perform the work or supply the goods and/or services.
-) The Respondent's ability to work effectively with the Townships' staff and other representatives.
-) The Respondent's history with respect to providing satisfactory results and acceptable cooperation.

The Township may reject the lowest or any submissions, if after investigation and consideration, the Township concludes, in its opinion, that the Respondent is not able to perform the work or supply the goods and/or services in a manner satisfactory to the Township.

2.18 Variation of Quantities

The Township reserves the right to adjust quantities. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in this document or related document(s).

2.19 Limited Liabilities

The Township's liability under this RFP shall be limited to the actual work or goods and/or services ordered and provided.

2.20 Respondent Expense

Any expenses incurred by the Respondent in the preparation of their submission are entirely the responsibility of the Respondent and will not be charged to the Township.

2.21 Contract Negotiations

Contract Agreement:

In the event the Township wishes to enter into a Contract Agreement with the Successful Respondent, the Township reserves the right to cancel the awarding of any awarded submission in the event that both parties are unable to agree to the terms of the contract within **ten (10) days**, or the commencement of the work or the provision of goods and/or services, whichever is shortest. Refer to Appendix F – Agreement Acknowledgement.

Sections 3 (Contractual Requirements), 4 (Specifications-from submission), and 6 (Appendices-from submission) will form part of the agreement document.

2.22 Conflict of Interest

The Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the submission and, if selected, shall abstain from taking on work or the provision of goods and/or services which would represent a conflict of interest over the duration of this work or provision of goods and/or services.

The Respondent shall declare that the response submitted is in all respects fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFP.

The Township reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Respondent on such basis.

2.23 Freedom of Information

Any personal information required on the submission is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990 (Act)*. This information forms an integral component of the RFP submission.

All submissions received by the Township become a public. All information contained in the submission document is available to the public, including personal information.

Questions regarding collection of personal information and the *Municipal Freedom of*

Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Clerk, Township of Minden Hills
7 Milne Street, PO Box 359, Minden, ON K0M 2K0
Telephone (705) 286-1260

The Clerk has been designated by the Township's Council to carry out the responsibilities of the Act.

2.24 Package Submissions Information Release to Other Respondents

The number of RFPs received and the names of the Respondents are confidential and shall not be divulged prior to the public RFP opening.

Subsequent to the opening, however, the number of RFP packages released is public information. It is understood that by completing and submitting a response the Respondent agrees to public release of their name.

2.25 Access to Information

The disclosure of information received relevant to the issue of a RFP solicitation or the award of contracts emanating from such solicitations shall be made by the appropriate offices in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- a) Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
- b) Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied;
- c) Result in undue loss or gain to any person, group, committee or financial institution or agency; or
- d) Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

2.26 Negotiations

In the event that a prepared submission does not precisely and entirely meet the requirements of the Township, the Township reserves the right to enter into negotiations with the selected Respondent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to a submission.

3 Contractual Requirements

3.1 Occupational Health and Safety

All work performed under this RFP must be carried out in accordance with the terms and conditions of the Occupational Health & Safety Act, R.S.O. 1990, as amended and any other applicable legislation.

Failure to comply with Safety Regulations, as set out in this document, may result in the immediate cancellation of the work.

The Successful Respondent must comply with all requirements set out in the *Occupational Health & Safety Act, R.S.O. 1990* and all other regulations that apply to the job at hand. The following language, requirements and conditions shall apply:

Where applicable under the Occupational Health and Safety Act (OHSA) (R.S.O.1990 C. 0.1) and regulations, made under that statute:

- a. Successful Respondents acknowledge that they have read and understood the Occupational Health and Safety Act (OHSA) (R.S.O. 1990 C. 0.1) and regulations, made under that statute.
- b. The Successful Respondent shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Township and any applicable industry standards. The selected Respondent agrees to assume full responsibility for the enforcement of same.
- c. The Successful Respondent may be required to participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work.
- d. The Successful Respondent shall understand that its performance will be monitored and that their overall performance will be a major consideration for future contracts with the Owner. The frequency and detail of ongoing project monitoring will be dependent upon the nature of the work and safety precautions specified.
- e. The Successful Respondent shall allow access to the work site on demand to representatives of the Township.
- f. The Township will take all action necessary to support the Successful Respondents health and safety efforts and to ensure that the Township owned and controlled environments in the vicinity of the project are free from hazards.
- g. The Successful Respondent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Respondent or any of its sub-selected Respondents may invalidate the contract.
- h. The Successful Respondent acknowledges and agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the OHSA by the Successful Respondent or any of its sub-Successful Respondents will entitle the Township to set off the damages so

assessed against any monies that the Township may from time to time owe the Respondent under this contract or any other contract whatsoever.

- i. The Successful Respondent shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Global Harmonized System (GHS – formally known as WHIMIS) as defined under the Occupational Health and Safety Act and shall provide appropriate Material Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- j. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Successful Respondent shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The Successful Respondent shall follow Global Harmonized System (GHS) requirements and ensure all employees are given required training and support.
- l. The Successful Respondent shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The Successful Respondent agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Township.
- n. Successful Respondents with known poor safety records or with inadequate qualifications or equipment will not be considered for award.
- o. Worker safety is given first priority in planning, pricing and performing the Work;
- p. Its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- q. Workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- r. Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- s. All subcontractors employed by the Successful Respondent to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

3.2 Workplace Safety Insurance Board (WSIB)

All Respondents must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board*,

on Appendix A – Submission Requirements.

The Successful Respondent shall provide proof of coverage and shall maintain this coverage throughout the length of the contract, work or provision of goods and/or services.

If exempt from coverage, the Successful Respondent shall obtain optional coverage in the form of a letter from WSIB and must be provided to the Township within ten (10) business days of being awarded or commencement of the contract, work or provision goods and/or services, whichever is shortest.

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.13 – Inquiries. Failure to meet the extension date as approved by the Township may result in the cancellation of the contract, work or provision goods and/or services. Refer to Section 3.12.4 – Cancellation of Contract.

3.3 Indemnification

The Successful Respondent shall indemnify and hold harmless The Township, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Township and against all loss, liability, judgments, claims, suits, demands or expenses which The Township may sustain, suffer or be put to resulting from or arising out of the Successful Respondent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or provision of goods and/or services required hereunder to be performed or rendered by the Successful Respondent, its agents, officials and employees.

3.4 Force Majeure

The Successful Respondent shall not be assessed with liquidated damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, Labour Disruptions, Strikes, Lockouts or delays due to such causes, then the time of delivery shall be extended for a period of time equal to the time lost to such delay.

3.5 Insurance Requirements

All Respondents will acknowledge their ability to provide proof of insurance in accordance with this document and other related documents, identified in Appendix A – Submission Requirements.

All insurance costs related below will be borne by the Successful Respondent.

The Successful Respondent, as a minimum, shall provide and maintain during the term of the Contract the following:

Specific Conditions:

- a) Commercial General Liability insurance subject to limits of not less than five million dollars (\$5,000,000) inclusive per occurrence. Coverage shall include but not be limited to bodily injury including death personal injury, property damage,

products and completed operations, contractual liability, non-owned automobile and contain a cross liability, severability of insured clause and in the aggregate with respect to products and completed operations. The Corporation of the Township of Minden Hills is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.

- b) Information Technology Professional Liability insurance subject to limits of not less than two million dollars (\$2,000,000) per claim covering actual or alleged acts, errors or omissions committed by the Company, its agents or employees, arising out of the performance of this Agreement. The policy coverage shall also extend to include personal injury, bodily injury and property damage from the performance of professional service and/or arising out of the program.
- c) Computer Security and Privacy Liability subject to limits of not less than 2 Million (\$2,000,000) per claim for actual or alleged acts, errors or omissions committed by the Company, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Company, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:
 - i. unauthorized use/access of a computer system
 - ii. defense of any regulatory action involving a breach of privacy
 - iii. failure to protect confidential information (personal and commercial information) from disclosure
 - iv. notification costs, whether or not required by statute.

The Township shall be named as an additional insured under the aforementioned. Said policy to contain no provision that would prevent, preclude or exclude a claim brought by the Township.

The Company shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.

If this insurance is provided on a claims-made basis, the Company shall maintain continuous insurance coverage during the term of this Agreement and in addition to the coverage requirements above, such policy shall provide that

- i. Policy retroactive date coincides with or precedes the insureds' initial services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
- ii. Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
- iii. Not less than a three year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.

General Conditions:

- a) The Successful Respondent shall provide proof of insurance in the form of a Certificate of Insurance.
- b) All policies shall be endorsed to provide the Township with not less than 30 Days' written notice of cancellation.
- c) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.
- d) Prior to commencement of work or the provision of goods and/or services and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Township with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the supply of work or the provision of goods and/or services.
- e) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- f) All policies shall apply as primary and not as excess of any insurance available to the Township.
- g) It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated above have been met.
- h) Insurance must remain in effect for the duration of the contract, Work or provision of Goods and/or Service(s) as per the terms of this document and other related documents. It will be the responsibility of the Successful Respondent to provide the Township with any and all renewal certificates during this period.

The certificate of insurance must be provided to the Township within five (5) business days of being awarded the successful submission and/or contract, or prior to commencement of the contract, work or provision of goods and/or services, whichever is shortest. Failure to submit the requested insurance certificate by the Successful Respondent shall result in a withdrawal of the contract, work and/or provision of goods and/or services by the Township.

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.13 – Inquiries. Failure to meet the extension date as approved by the Township may result in the termination of the contract, work or provision of goods and/or services.

3.6 Protection of Work and Property

The Successful Respondent shall provide continuous and adequate protection of all goods from damage and shall protect the Township's property from injury or damage arising until the work or provision of goods and/or services is complete. The Successful Respondent shall make good any such damage or injury.

3.7 Regulation Compliance and Legislation

The Successful Respondent shall ensure all work or provision of goods and/or services are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

3.8 Workplace Violence and Harassment

The Successful Respondent shall comply with the Occupational Health and Safety Act, Canada Criminal Code, Ontario Human Rights Code and all other applicable legislation and/or regulations, as they relate to violence, harassment and sexual harassment in the workplace, including Municipal policies and to be subject to such policies.

3.9 Code of Conduct

Successful Respondents hired/contracted/engaged by the Township shall endeavor to at all times promote a high level of ethical conduct by themselves and their employees. In acting on behalf of the Township, no Successful Respondent, or their employees, shall at any time take any action which he or she knows, or reasonably should know, violates any applicable law or regulation.

The Township requires that Successful Respondents and their employees shall maintain high standards of professional behaviour when dealing with Members of Council, Officers of the Corporation, other Township employees, clients and the public; and further that this behaviour shall reflect positively on the reputation of the Township.

It is every Successful Respondent, and their employee's, responsibility to ensure that all information communicated is as accurate as reasonably possible. No Successful Respondent, or their employees, shall withhold information or willfully mislead Members of Council, officers, employees, clients, or the public about any issue of corporate concern.

Every Successful Respondent, and their employee's shall respect the rights, privileges, diversity and dignity of the persons they interact with while contracted by the Township.

3.10 Smoke Free Workplace

The Smoke-Free Ontario Act, 2017 prohibits smoking in any enclosed workplaces, including work vehicles and any enclosed public places in Ontario in order to protect workers and the public from the hazards of second-hand smoke.

During the duration of the contract, work or provision of goods and/or services, including any related amendments and/or extensions, Successful Respondents, and their employees, shall adhere to the Smoke Free Ontario Act, 2017 and all other applicable legislation and/or regulations or requirements, in regards to cigarette, e cigarette and cannabis use.

3.11 Accessibility

Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

[The Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11](#) (AODA) and [Regulation 191/11 Integrated Accessibility Standards](#) (IAS), requires anyone who provides goods, services or facilities on behalf of the Township to receive training on these standards and on the [Human Rights Code](#) as they pertain to persons with disabilities.

Successful Respondents must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Successful Respondents are required to make this information available to the Township and/or the Province upon request.

An online [Serve-Ability](#) e-course is available for free and includes the Province's IAS training. It is the responsibility of the Successful Respondent to ensure they have read and understand the Act, Regulations and training in regards to persons with disabilities.

Web links for information and training purposes are provided below:

-) AODA - <https://www.ontario.ca/laws/statute/05a11>
-) IAS - <https://www.ontario.ca/laws/regulation/110191>
-) Human Rights Code - <https://www.ontario.ca/laws/statute/90h19?search=e+laws>
-) Serve-Ability - https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML_Eng/index.html
-) AccessON - <https://accessontario.com/>

More information on these subjects can be found on our municipal website at www.mindenhills.ca, the [Regulation 191/11 Integrated Accessibility Standards](#), Accessibility Ontario website at [AccessON](#), and available from the Ministry of Economic Development, Employment & Infrastructure's website, the link is provided below: (<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

3.12 Contract

The Successful Respondent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the RFP documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

Assignment of Contract

The Successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of the contract, work or provision of goods and/or services; or his/her right, title or interest therein, or his power to execute such contract, work and/or provision of

goods or services, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials.

Sub-Contracting

The Successful Respondent, who has signed a contract with the Township, shall be considered to be the "prime contractor" and shall keep the operation totally under their care and control. The consent of the Township for assignment or sub-contracting shall not relieve the "prime contractor" from completion of the specifications of this RFP in accordance with the terms of the contract, the work or the provision of goods and/or services. Where a Successful Respondent submits a joint proposal or proposes a partnership arrangement, the Successful Respondent must assume the lead or "prime contractor" position. As such, the Successful Respondent will have the overall responsibility for completing the contract, work or provision of goods and/or services.

Contract Amendments and Revisions

No amendment or revision to a contract, the work or the provision of goods and/or services shall be made unless mutually agreed to by the Township and the Successful Respondent.

No amendment that changes the price of a contract, the work or the provision of goods and/or services shall be agreed to without a corresponding change order describing the change in requirement or scope of work or the provision of goods and/or services.

Amendments to a contract, the work or the provision of goods and/or services are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget, including authorized revisions.

The Township reserves the right to change the term of the contract, the work or the provision of goods and/or services prior to the execution of an agreement, or commencement of the work or provision of goods and/or services.

Cancellation of Contract

The Township reserves the right to immediately terminate the contract, the work or the provision of goods and/or services awarded to the Successful Respondent, or part thereof, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing problems, etc.

The Township shall not be liable to the Successful Respondent for loss of anticipated profit on the cancelled portion or portions of the work or the provision of goods and/or services.

3.13 Conflict of Interest

The Successful Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the work or provision of goods and/or services and shall abstain from taking on work which would represent a conflict of interest over the duration of a Contract, the work or the provision of good and/or services.

3.14 Bankruptcy

In the event that, during the duration of a contract, the work or the provision of goods and/or services, the Successful Respondent makes an assignment for the benefit of

creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, a contract, the work or the provision of goods and/or services shall immediately be terminated, and the Township shall be entitled to enter into a contract, the work or the provision of goods and/or services with another party without the consent of the Successful Respondent.

3.15 Governing Laws

A contract, the work or the provision of goods and/or services will be interpreted and governed by the laws of the Province of Ontario.

3.16 Terms of Payment

Payment will be made in response to the Successful Respondent's approved invoice to the Township. Invoices shall include the dates, hours and location of work

The Township will not pay in part or in full until the contractual work or provision of goods and/or services is complete/received.

Unless otherwise stated herein, the Township's normal terms of payment will be net thirty (30) calendar days from the completion of work or provision of goods and/or services or the date of approved invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

Accounts Payable
Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
accountspayable@mindenhills.ca

3.17 Settlement of Disputes

Until the contract, work or provision of goods and/or services has been terminated, the Successful Respondent must at all times provide the work or provision of goods and/or services. If there is a dispute or difference concerning the work or provision of goods and/or services or the interpretation of the contract, work or provision of goods and/or services then either party may notify the other that it wishes the dispute to be referred to a meeting with the CAO/Clerk and the Successful Respondent to resolve, negotiating in good faith.

3.18 Guarantee of Performance

The Successful Respondent guarantees that all work, goods and/or services will be carried out as specified, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Successful Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent.

The Township may, without prejudice to any other remedy, correct the following:

- If the Successful Respondent fails to perform the work or provide the goods and/or services in accordance with its obligations under a contract or the award of work or the provision of goods and/or services.
- If there exists unsatisfied claims for damages caused by the Successful Respondent to anyone on the site or in connection with the work or provision of goods and/or services.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the work or provision of goods and/or services is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

3.19 Successful Respondent Performance Evaluation

Successful Respondent performance is critical to the success of the Township. To this end, the Township reserves the right to assess future RFP submissions by the Successful Respondent based on the terms of a contract, the performance of work or the provision of goods and/or services, as awarded and as related to the specifications and requirements of this RFPs.

3.20 Taxes

Unless otherwise provided herein, the Successful Respondent shall pay all government sales or excise taxes in force at the date of the contract, work or provision of goods and/or services, provided that any increase or decrease in such taxes shall increase or decrease the amount due/payable. Invoices shall show the appropriate amounts for the work or provision of goods and/or services and applicable taxes separately.

3.21 Notices

Any notice required to be given or made shall be given or made in writing and shall be served personally or mailed by registered mail addressed to the Township of Minden Hills and to the Successful Respondent at the address set forth in its submission.

4 RFP Specifications

4.1 Overview

The Township of Minden Hills is inviting qualified Respondents to submit proposals for the complete redesign of its existing corporate website: www.mindenhills.ca.

Online communications have fundamentally changed the way information is accessed and exchanged. The Internet and social media have become necessary communication tools for providing information in an effective and efficient manner. The Township's desire is to provide its citizens, stakeholders and target audiences with a website that is User-centric, relevant, promotes the township's brand, enhances citizen engagement, and promotes its communities as a destination to live, work, and play.

The Township's current website was launched in 2013. A redesign of the website is fundamental in supporting the township's online communication strategy and compliance with AODA requirements.

This RFP outlines the major requirements for the project, however, Respondents are encouraged to provide alternatives and/or suggest options to satisfy the Township's needs.

4.2 Scope of Work

The website must provide easy and intuitive access to information and services for the Township's key audiences including; citizens of all ages and abilities, property and business owners and prospective businesses and residents. The website must be simple and easy to navigate, offer informative, concise, accurate and relevant content, be fast loading, responsive and secure and be accessible.

The Township will maintain editorial control of content and manage web publishing processes. Upon completion of the website, the Township will assume control of the content maintenance and day-to-day administration. The solution must include a fully hosted and secure website with an integrated Content Management System.

Objectives

The website redesign will achieve the following objectives and fulfill the following broadly inclusive, but not necessarily exhaustive, requirements:

- a) Ensure website architecture is structured to find information easily within the three-click industry standard rule
- b) Ensure the website homepage and e-communications reflect the Township's brand
- c) Ensure "frequently accessed" information is located in a prominent location
- d) Ensure the website architecture is easily adaptable to respond to customer desires and demands
- e) Ensure that website design and structure enhancements address the legislated accessibility requirements under the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) developed under the Accessibility for Ontarians with Disabilities Act (AODA) 2005
- f) Ensure the website meets Web Content Accessibility Guidelines 2.0 AA

- legislated requirements
- g) Ensure the website and e-communications provide and receive stakeholder information (Stakeholders include: residents, businesses, potential visitors, potential residents, Township staff)
 - h) Ensure e-communications are timely, accurate and relevant to the particular stakeholder
 - i) Promote business and community, tourism and community events (e.g. Community Events Calendar)
 - j) Engage, raise awareness and educate residents on new and existing programs, services and supports the Township's goals and policies.
 - k) Ensure web and mobile applications support online payment and services (for potential future use)
 - l) Ensure technology enables accessible online applications, registrations and/or bookings and fillable forms
 - m) Ensure technology enables a mechanism for online input such as request forms and surveys
 - n) Be mobile friendly and function appropriately on most smart phone and tablet devices. Designs may be responsive or adaptive, but information is only to be updated in one place.
 - o) Ensure the Township is, at all times, compliant with its statutory obligations under the Municipal Freedom of Information and Protection of Privacy Act in regards to the collection, use, and disclosure of personal information
 - p) User rights shall control access to personal information collected and stored by the proposed solution. The proposed solution shall not permit users or the general public to access personal information unless specifically authorized
 - q) The Township may wish to add features, or Value Added Components, in the future that were not included in the original web design. This capability shall be included in proposed solutions.
 - r) The Township may wish to auto-publish to its social media accounts, including, but not limited to Facebook and Twitter to disseminate website information. The Township may also wish to embed YouTube videos on the website, as well as the option to feature social media content on website pages. Social media needs to be tightly integrated into the proposed solutions.

4.3 Proposal Requirements

At a minimum, proposal submissions must:

-) Be organized according to the sections in the RFP in order to facilitate evaluation and comparison of proposals.
-) Provide a detailed Table of Contents. All sections must be tabbed and labelled to facilitate ease of reference. All Appendices are to be noted in the Table of Contents and tabbed/labelled separately.
-) Include all Mandatory Appendices as defined in the RFP.
-) Provide a short report of the Respondent's company profile, project team, qualifications and relevant experience, as per Section 4.4 of the RFP.

Respondents are encouraged to address issues not discussed in this RFP and offer added value features that may increase the success of the project or support the Township's learning and development about doing projects of this type.

The Proposal is recommended to be no more than twenty (20) pages in length including

all the information required in Section 4.4. Supporting information in response to Appendix B – Proposal Criteria, are to be provided in appendices and are not considered to be applicable to the twenty (20) page recommended length.

4.4 Respondent Experience

The Respondent shall submit a Short Report with their proposal that outlines and defines the following:

Company Profile

Provide a description of your firm, number of employees, capability and means to complete the requirements. Include your firm's years of experience relevant to the proposed project.

Project Team, Qualifications and Relevant Experience

List proposed team members and identify the level of involvement in each proposed task. Include technical competence, experience on similar projects and ability to perform within time constraints.

Provide a minimum of three (3) references from similar projects.

Implementation Plan

Provide an implementation plan that includes preferred methodology, milestone timelines, status updates, and risk management.

This report shall be used by the Township in assessing the Respondent's ability and experience for the project.

4.5 Financial Offer

Respondents shall provide individual line items, including all components/services/modules, functionality, etc. and a total website cost. The total cost shall include all items in Appendix B – Proposal Criteria that have been marked with a Yes by the Respondent. HST must be shown separately.

The total cost shall not include disbursements, additional work or additional value added components. HST must be shown separately. Disbursements, rates or fees for additional work and/or value added components are to be broken out and shown on separate lines:

-) Disbursements may include printing, travel, courier service, meals and any telephone/facsimile charges.
-) Additional work may be work of a similar nature believed not to be covered in this RFP, but considered necessary for completion of the project.
-) Value-added components may include website features or add-ons not specifically covered in the RFP but may enhance user experience of the website, and shall be specifically identified in the proposal.

These line items will not be included in the evaluation of proposal submissions.

During the award process the Township reserves the right to exclude any component of the RFP.

4.6 Site Visit

A site visit is not required for this RFP. Additional information regarding the Township can be obtained from the Township website: www.mindenhills.ca

4.7 General Instructions

For each Specification item listed, you are required to indicate your compliance of each item. Please do so as follows:

You are able to provide the item as specified - indicate **YES** in the Respondent's Compliance box.

You are not able to provide the item as specified - indicate **NO** in the Respondent's Compliance box.

Where an item allows for an "Alternative" to the specified item, you may indicate **YES** to the item as specified or you may provide your **alternative item** in the Respondent's Comment box.

Where minimums are called for, the item must meet or exceed the capacity, size or performance as specified, unless an alternative is allowed. This specification may list only the major details for the specification items. Therefore, it is the Respondent's responsibility to deliver fully equipped items with compatible components to provide dependable efficient service:

4.8 Other Instructions

Responses to this RFP must include Mandatory Appendices noted as "Mandatory Completion" and/or "Mandatory Submission".

5 Evaluation Process

Respondents acknowledge that submissions are likely to be drafted using a diverse range of approaches and, therefore, may not be readily comparable to one another. As a result, notwithstanding the application of consistent evaluation criteria as identified below, the Township shall use professional discretion in evaluating proposals.

The Township retains the right to ask Respondents for clarification and/or further information regarding their submission and if doing so does not change their proposal in any way.

5.1 Evaluation Stages and Points Available

The Township will conduct the evaluation of this RFP in three (3) stages as follows:

Stage 1 – Review (pass/fail)

A review will be undertaken by the Proposal Opening Committee to determine if the submitted RFP complies with all the mandatory requirements (inclusion of all Appendices and compliance with Appendix A - Submission Requirements and deadline).

A submission that does not comply with the mandatory requirements shall, subject to the reserved rights of the Township and the Township's Procurement Policy, be disqualified and not evaluated further.

Stage 2 – Rated Criteria (85 points)

Stage 2 will consist of a scoring of each qualified RFP by the Proposal Evaluation/Review Committee on the basis of the detailed criteria as displayed in the submitted proposal and as specified in Appendix B – Proposal Criteria.

The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

Submission Criteria	Points
Navigation, Design, & Ease of Use	40
Accessibility	15
Technical Requirements	15
Experience and Qualifications	15
Total	85

Stage 3 – Pricing (15 points)

Stage 3 will consist of a scoring of the total cost submitted as per Section 4.5 Financial Offer. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed. Each Respondent will receive a percentage of the total possible points allocated to price by dividing the Respondent's price into the lowest submission of the short-listed Respondents.

$\frac{\text{Cost of Lowest Proposal}}{\text{Cost of Proposal Being Evaluated}} \times \text{Full Weight of Cost Criteria}$

Respondents should be aware that this is a “gated process”. Submissions will be initially evaluated on non-price based criteria in Stages 1 and 2 first. From there, the highest scoring submissions will be chosen to have their pricing evaluated in order to arrive at a total aggregate score for the best solutions.

5.2 Total Evaluation Points Available

Overall, a Respondent may receive a maximum of **100** Evaluation points as follows:

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	85
Stage 3 - Pricing	15
Total	100

6 Appendices

6.1 Appendix A – Submission Requirements

****MANDATORY COMPLETION****

All Respondents are required to successfully meet the mandatory requirements described in the following table and **submit with their response**, proof of meeting these requirements. Failure to meet the requirements under this Appendix will constitute in an automatic rejection.

Specification	Mandatory/ Optional/Preferred/NA	Respondent's Compliance (see also WSIB & Insurance Acknowledgement below)
1	WSIB (Section 3.2) Account #: _____ or check yes and provide explanation if exempt from WSIB coverage as described in Section 3.2 of this document.	Mandatory Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Indemnification and Insurance requirements as described in Sections 3.3 and 3.5 of this document where applicable.	Mandatory Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Submission of all other required Appendices.	Mandatory Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Site Visit as Described in Section 4.8 of this document.	N/A Yes <input type="checkbox"/> No <input type="checkbox"/>
5	One (1) additional hardcopy of completed submission. One (1) hard copy is mandatory. (Applicable to in person delivered submissions only)	Preferred Yes <input type="checkbox"/> No <input type="checkbox"/>

WSIB and Insurance Acknowledgement

By signing below, I _____, acknowledge that
Name of individual

_____ has the ability to provide the requested WSIB, and
Name of Company

Insurance certificate(s) in accordance with this RFP document.

Signature

Date

6.2 Appendix B – Proposal Criteria

****MANDATORY COMPLETION****

Respondents shall complete the tables as provided below or include them, in the same order as they appear, in their submission.

6.2.1 Website Content Management

User permissions are assigned to limit specific content authors to create/maintain certain types of content as well as control the process workflow. The system will send workflow notifications to users notifying them of actions they need to take. The content management system must be easy to use, scalable, and allow for both new content/functionality as services for the website are identified.

ITEM	COMMENTS
Has a graphical WYSIWYG environment.(No HTML knowledge required by users).	
Has spell check for content editor widgets.	
Able to restrict use of font face/colours/size and “look and feel” using pre-defined CSS Styles.	
Has the ability to “Clean” Microsoft Word or other externally generated HTML.	
Has the ability to track changes and restore prior versions of both web content and media.	
Easily creates new pages – New page wizard type functionality.	
Has workflow management: CMS lets users utilizing role based security to collaboratively edit content, to delegate content editing to another user or group, to restrict users or groups from editing content, to prohibit publishing of content until reviewed and approved by one or more content approvers.	
Notifications sent on content expiry, approval submission and when internal page links are Broken.	
Has customizable templates	
Support multimedia content objects like images, video, and other media.	
All content, media and documents have a traceable history associated with them allowing for the tracking of both user and date/time for uploads, generation and approval processes.	
Tracks media uploads in a manner that integrates with analytics.	
Has automatic sitemap generation.	
Uses human readable URLs.	

Utilizes role based security to enable the upload, modification and deletion of content limited to the privilege level assigned to the role.	
Proven technology: The CMS software uses proven technology utilized by a broad sector of organizations.	
Content migration: the Proponent migrates all content of the existing website(s) or work with business units to redevelop content.	
Uses document and media management: CMS software provides the ability to collaboratively manage the life cycle of a document or media from initial creation time, through revisions, publication, archive, and document destruction.	
CMS integrates with reporting tools on documents and media (e.g. orphaned items, frequency of use on pages, last updated, etc.)	
CMS provides the ability to add metadata to the image or document record for search indexing purposes	
CMS has the ability to preview proposed changes.	
The mobile site presents content generated from the same dataset as the main site and does not need to be updated separately	
CMS creates interactive forms	
CMS encrypts all passwords stored in the database.	
The Proponent agrees to inform the Municipalities of any privacy breaches and its rectification.	
Administrators and users able to change and/or reset their passwords	
Administrators are able to define password strength requirements.	
CMS supports two factor authentication.	
Has the ability to archive content.	
When the webserver returns a 404 (not found), the CMS redirects browsers to a user friendly replacement page.	

6.2.2 Mobility

ITEM	COMMENTS
Describe how mobile devices will be supported.	
Describe your expertise with mobile development and implementation.	

6.2.3 Overall Site Design

ITEM	COMMENTS
Has a custom design that incorporates design elements, colours from existing corporate logos or branding guidelines (where they exist)	
Templates made for homepage, main landing pages, html forms, and 3-5 sub-pages.	
Uses web development best practices that ensure a flexible, sustainable, extensible framework for ongoing site evolution.	
Design incorporates an intuitive navigation, ability to get to any page from any page within three clicks via menu structure.	
Analytics and quality assurance are integrated into the site or software must be compliant with Google Analytics.	
Design prints cleanly to standard letter size paper	
Search box is available on every page	
Design is consumable/embedded into social media feeds (e.g. Twitter, Facebook, LinkedIn, Flickr photo galleries, YouTube videos).	
Design is able to change the body text sizes for accessibility.	
Design is able to change the contrast for accessibility.	
Support for meta tags / keywords imported from the CMS.	
Support for interactive forms imported from CMS.	
The Proponent agrees to inform The Municipalities of any privacy breaches and its rectification.	
The Proponent provides documentation regarding how the solution has been designed to meet information privacy	
Ability to require the public to confirm that they agree with the Municipalities terms of use when they register for events, email, subscriptions, etc.	
The public is able to change and/or reset their passwords where registration is required.	

6.2.4 Search

ITEM	COMMENTS
Indexes the entire website, including dynamic pages.	
Indexes PDFs, including documents linked form within a PDF.	
Supports industry standards like robots.txt.	
Able to tune search results.	
Has duplicate file detection.	
Supports multiple indexes allowing for indexing of subsections like Council Reports, Community Services, Fire Services, etc.	
Has parametric searches, (e.g. Community Services programs between June 1 and August 1).	
Allows results to be returned in XML format.	
List what document types can be parsed.	
Has reports on top referrers and top keywords.	

6.2.5 A-Z Listing

ITEM	COMMENTS
Lists the titles of all active entries which link to the respective URL in alphabetical order in one or two columns depending on screen size.	
Groups entries by first letter of title.	
Uses security logins to add, remove and edit	

6.2.6 "HOW DO I" Menu

ITEM	Menu
Lists the titles of all active entries which link to the respective URL in alphabetical order under each category (e.g. How do I...Apply for It, Have a Say, Pay for It, Report it).	
Allow for flexibility when assigning a new page/tab on the site to the How Do I menu.	
Please suggest any other creative alternatives to this function.	

6.2.7 Calendar Function

ITEM	COMMENTS
Allows all events to be uploaded through CMS, regardless of department.	

Events are 'tagged' to category, and users are able to select which categories of events display (e.g. Council & Committee meetings, Tourism Events, Waste Pickups) automatically displayed in master calendar.	
Allows user to download selected calendar events into iCal, Outlook, etc. (top 3 most popular calendar apps).	
Allows users to subscribe to receive new calendar event notices via RSS feed.	
Each event has a link to a page with description. If not a full page is needed, the event has a pop up with date, time, location. This is all driven by data entered in the CMS.	

6.2.8 E-Mail Marketing (Subscribing)

ITEM	COMMENTS
Allows users to select mailing lists to subscribe to by email or RSS feed (press releases, tourism events, emergency bulletins, etc.). Categories are created in CMS or E-Mail Module.	
Adhere to industry best practices for privacy (double opt in, easy unsubscribe, etc.).	
Manages contact lists in an exportable and editable database.	
Provides branded templates for newsletters from different departments with varying layouts (.e.g. Tourism, News, etc.).	
Allows newsletters to easily be archived online.	

6.2.9 News

A selection of content to engage various stakeholders such as Council decisions, news, community events, new programs or services will be made available through a newsroom type feature. A navigation structure that allows flexibility to post articles of varying length, link to subpages for full articles, embed videos, engage social sharing, etc. is required and should play a key role on the website home page.

ITEM	COMMENTS
Provide creative suggestions on how to arrange and manage news pages.	
Ability to publish articles of varying sizes, with embedded photos, videos, URLs.	
Has the option to show archived news items or most popular items from the past month/season.	
News administration is easy to use by someone with little or no technical training.	
News allows items to be future dated.	

News items have a start date time and end date time.	
Allows for RSS Feed.	

6.2.10 Online Surveys

We are looking for a solution on our own website that offers similar capabilities to Survey Monkey.

ITEM	COMMENTS
Allows for users to easily create new surveys or polls.	
Allows for pop up window on the site to encourage users to take the survey/poll.	
Allows users to share the survey via social media.	
Allows for reporting on surveys to be downloaded to a spreadsheet.	

6.2.11 Online Payments (E-Commerce)

The new site should have the option to allow the public to pay various fees etc.

The website needs to be able to accommodate the capability for PCI compliant payments directly from the website. Please describe available integration capabilities with the township’s finance software (iCity).

ITEM	COMMENTS
Can the website accommodate PCI compliant payments?	
Please describe the available integration capabilities with the township’s finance software (iCity) as well as supported third party payment providers	

6.2.12 Emergency Announcements

The Township may change its homepage to accommodate for emergency announcements when there is a significant weather event, closure, or emergency management situation. The emergency announcement feature must be easy to implement. The emergency content on the homepage needs to be clear and distinguishable from other content. This feature allows for important messages to be the first items viewed when the website loads. The number of announcements and length of time messages are displayed must be able to be adjusted. The website must have the functionality to pre-schedule messages.

ITEM	COMMENTS
Please suggest your recommendations for building this capability into the site.	

6.2.13 Data Capture

The Township may actively solicit users to sign up for e-newsletters and/or RSS feeds by collecting email address (and other optional contact information) from users. At times, special messaging may be added in a particular area of the site to address a need of a department to reach certain users.

ITEM	COMMENTS
Please suggest your recommendations for soliciting data capture and signups for e-communications. Solution must conform to current privacy regulations	

6.2.14 Web Forms

The purpose of web forms is to allow the Township to create forms for capturing data/ feedback from the public. The Township requires a system that will allow administrators to create forms, and have the information either emailed in a fillable PDF, or submitted via online form.

ITEM	COMMENTS
Forms email and/or store information in the database.	
Support JavaScript and server side validation to prevent tampering.	
Include spam prevention measures.	
Administration is easy to use by someone with little or no technical training.	
Forms are accessible and able to be completed by keyboard	

6.2.15 AODA and Accessibility

ITEM	COMMENTS
Describe your approach meeting WCAG 2.0 AA criteria; AODA legislation; Ont. Reg. 191/11, to support accessibility features and functions (e.g. for visual and auditory disabilities).	
Describe your expertise with AODA and accessibility	
Describe the accessibility tools used/leveraged.	

6.2.16 Technical Requirements

ITEM	COMMENTS
Does the system use a web-based administrative interface?	

Have no reliance on browser plugins/extensions in any way as part of a general trend away from installing plugins is being realized to reduce security risk footprint.	
Be browser agnostic with respect to all recent versions of modern browsers, where modern browsers are considered to be Mozilla Firefox, Chrome, Safari, and Internet Explorer.	
Ability to have separate development and production environments.	
Has knowledgebase for online help, helpdesk 24/7 availability (by phone or email), options for comprehensive training, and access to other online resources.	
Can the proposed offering be part of a PCI compliant solution to allow for the acceptance of online payments?	

How are security vulnerabilities handled? How are patches deployed and how are they applied?

What hosting options are available with the proposed solution (e.g. on premise, hosted by vendor, both)?

What operating systems and web serving software (e.g. Apache, IIS, Nginx, etc.) does the solution support? Please include versions if necessary to fully describe the required environment.

6.2.17 Hosting

If the proposed solution is hosted (by the vendor), please complete the following:

ITEM	COMMENTS
Provides a minimum 3-nines (99.9%) uptime guarantee.	

Can host the solution in multiple data centers acting in a fault tolerant configuration to allow for automatic recovery and continued operation in the event of system failure.	
All infrastructure servicing the solution is located within the territorial borders of Canada.	
All communications to the hosting vendor must be encrypted with industry standard strong encryption.	
Under no circumstances is our data or telemetry of our usage to be shared with any other third party without our express permission.	
Able to detect and block malicious or unwanted input such as malware, hostile or intrusive software, spam, batch input, auto-fill input from bots, or limit based on IP address.	
Proponent has network intrusion detection systems in place	
Proponent regularly-updates anti-virus protection on its servers.	
Proponent has managed services for its security devices and appliances, including all firewalls and proxy servers.	
In the event that the Township desires to migrate away from the hosted solution in the future, the provider must export the database, themes, images and any other customizations required to recreate the look, feel and function of the website and provide the exported data to us in a consumable fashion (e.g. with sufficient structure to facilitate migrating to another system).	
If at any point our relationship is terminated or we otherwise discontinue use of the hosting solution the vendor shall be required to permanently remove all data and telemetry related to operations from our relationship once all other commitments have been met.	

Describe the methods used to ensure your datacenter(s) is (are) secured appropriately (describe: physical security, cooling, electrical etc.).

Describe the methods used to ensure Township data is backed up appropriately. If offsite, and offline backup is not detailed in this explanation please provide costing for it to be made available.

Cost:
\$

Datasets determined by the Township as requiring confidentiality must be stored in an encrypted format where required, with industry standard strong encryption. Any data determined to need encryption applied must have the same level of encryption applied in backed up form.

Describe methods used to protect the solution and our dataset from malicious activity. Include details related to the detection of malicious activity and measures taken to prevent malicious activity (e.g. antivirus, intrusion detection/prevention, etc.)

Describe the action taken in the event that a compromise to the solution has occurred

Describe the geographical location of the data centre(s) used to house the proposed solution.

6.2.18 Maintenance, Warranty and Support

Provide documents explaining how you will meet the following requirements:

1. Provide full details on support plans, location of support facilities, problem resolution and escalation procedures, and committed response times to client requests.
2. Hot-line Support: describe the facilities, hours available, level of support and response time standards. Is this service included with the support? Does it include end user functional support?
3. Upgrade Policy: provide details regarding the frequency, availability, distribution,

installation and documentation of system upgrades. Provide information on Proponent policy regarding temporary fixes.

4. Upgrade Releases: provide the date(s) and scope of upgrades released in the last two years.
5. Old Version Support: provide length of time the Proponent will support superseded versions of the system.
6. Using comparable client sites as a reference provide the number of Municipal technical staff and related skill levels that would be required to operate and support the production system.
7. Training: Respondent is to provide training. Describe implementation training plans and on-going training strategy. Describe types of training for: user vs admin
8. Client Suggestions: describe policy regarding suggestions for improvements made by clients.

6.3 Appendix C - Respondent Information

****MANDATORY COMPLETION****

Information provided must be legible and made in a non-erasable medium.

Respondent's Contact Individual	
Office Phone #	
Toll Free #	
Cellular #	
Fax #	
E-mail address	
Website	
HST Account #	
1st Emergency Contact Name	
1st Emergency Contact Phone #	
2nd Emergency Contact Name	
2nd Emergency Contact Phone #	

6.4 Appendix D – Declaration Form

****MANDATORY COMPLETION****

For the provision of:	RFP #ADM 21-02 Website Design and Development			
As supplied by:	_____			
	Firm Name			

	Mailing Address	City	Prov.	Postal Code

To:	Township of Minden Hills			
	7 Milne Street, PO Box 359			
	Minden, ON K0M 2K0			

The Respondent Declares:

1. No person(s), firm or corporation, other than the Respondent, has any personal interest in this RFP or in the award for which this RFP is made;
2. No member of Council, no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a submission for the same and is in all respects without collusion or fraud;
4. The response submitted is in all respects without conflict of interest, fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFP.
5. By signing this submission, I confirm I have read, understood and accept the content, stipulations and requirements of this RFP document.

LOWEST OR ANY SUBMISSION NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 20_____

PRINT NAME OF WITNESS

PRINT NAME OF RESPONDENT

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

6.5 Appendix E - Guarantee of Performance/Cancellation of Contract or Provision of Goods and/or Services

****MANDATORY COMPLETION****

The Respondent guarantees that all work or provision of goods and/or services will be carried out as specified in the RFP, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Successful Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent. The Township may, without prejudice to any other remedy, correct the following:

- If the Successful Respondent fails to perform the work in accordance with its obligations under the contract or provision of good and/or services.
- If there exists unsatisfied claims for damages caused by the Successful Respondent to anyone on the Site or in connection with the work or the provision of goods and/or services.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the work or provision of goods and/or services is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix E – Guarantee of Performance/Cancellation of contract, work or provision of goods and/or services.

Signature

Date

6.6 Appendix F - Agreement Acknowledgement

****MANDATORY COMPLETION****

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Respondent for the provision of Website Design and Development for the Township, upon final approval from Council:

Sections 3 (Contractual Requirements), 4 (Specifications-from submission), and 6 (Appendices-from submission) will form part of the agreement document.

The Successful Respondent hereby acknowledges, by signing below, that any information included in the submission, including the RFP document, Form of RFP, Appendices and/or other submission requirements, will become public information and form part of the completed Contract Agreement.

The Township encourages the use of business/professional information only in all submissions.

It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that a Respondent's submission is accepted and confirmed in writing from the Township, the submission and the acceptance shall constitute a binding contract between the Successful Respondent and the Township, and the Successful Respondent shall complete the work or provision of goods and/or services as described in accordance with the provisions, specifications and conditions outlined in this document and other related documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix F – Agreement Acknowledgement.

Signature

Date

6.8 Appendix G – Delivery Notice

****MANDATORY COMPLETION****

Complete and affix this delivery notice to your Tender submission envelope.

RFP No. ADM 21-02

Website Design and Development

Deliver To:

Township of Minden Hills
7 Milne Street, P.O. Box 359
Minden, ON
K0M 2K0

Attention: Shannon Prentice

Respondent's Company

Name: _____

Received By: _____ at the Municipal Office,

On the _____ day of _____, 20__ at _____ AM/PM

From: _____

(Name of Person or Organization Delivering Documents)

Respondent's Contact information for communique from the Township:

Contact Individual: _____

Contact e-mail: _____

Contact phone: _____

**FOR ALL NON-ELECTRONIC SUBMISSIONS, THIS DELIVERY NOTICE
IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION**