



**REQUEST FOR PROPOSAL
RFP #2015-002**

**THE CORPORATION OF THE TOWN OF TILLSONBURG
INVITES BIDS FOR
THE REDESIGN OF THE TOWN'S WEBSITE**

Closing Date: Thursday April 16, 2015

Closing Location: Corporate Office
200 Broadway, 2nd Floor, Suite 204
Tillsonburg Ontario N4G 5A7

Public Opening: Thursday April 16, 2015 at 2:00PM, local time
Council Chambers
200 Broadway, Tillsonburg Ontario N4G 5A7

Contact Person: Laurie Kirwin, Purchasing Coordinator
Email: lkirwin@tillsonburg.ca

Summary of Instructions:

- Please submit One (1) original and three (3) identical copies of your Proposal plus one (1) electronic copy on CD in Adobe PDF readable format, along with the completed attached RFP appendix form, in a sealed envelope quoting the RFP number, the Respondent's contact information, marked "Confidential" and **Deliver before the closing date and time at the address below by Thursday April 16th, 2015 at 2:00PM, local time.**

**Corporate Office – Front Reception
200 Broadway, 2nd Floor, Suite 204
Tillsonburg, Ontario N4G 5A7**

- The Corporation of the Town of Tillsonburg reserves the right, without prejudice, to reject any or all Bid submissions.

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SECTION 1 - GENERAL

The Town of Tillsonburg is committed to effective management that ensures fairness, transparency, and fiscal responsibility when conducting its procurement activities. The primary goal of the Town of Tillsonburg procurement efforts is to maximize the value of goods and services received for the money spent, while ensuring that schedule deadlines are met.

Proponents are encouraged to visit the Town of Tillsonburg web site www.tillsonburg.ca for detailed information about the Town of Tillsonburg. The Town advertises open competitive bid opportunities in local newspapers and also may advertise on Biddingo (<http://www.biddingo.com>).

1.1 RFP Objective

- (1) The RFP is an invitation by The Corporation of the Town of Tillsonburg (the Town) to prospective proponents to submit proposals for the Redesign of the Town's Website; as further described in Section 4.
- (2) The selected Respondent will be notified after the Town has reviewed and approved the Proposal. The issuance of this Proposal in no way implies that the Town will proceed with an order or contract for this project. The Town will not reimburse any proponent for any costs incurred in preparing and submitting and presenting a proposal or supplying a sample.

1.2 General Conditions

- (1) The proposal must be completed with all the information requested.
- (2) No announcement concerning the award of this Proposal will be made until a complete report and analysis is prepared by the Town and receives approval in accordance to the Town's Purchasing By-Law #3765.
- (3) The Town encourages Respondents to view each of the RFP issues as important to the Town and not merely as a "starting point" for negotiations. The Respondent's responses to these issues will be an important factor in the Town's evaluation of the Respondent's Proposal.
- (4) The Town will evaluate the Respondents submissions (the "Proposal") as set out in the RFP and as specified in Sections 4, 5, 6, 7 and 8.
- (5) The Respondent shall not hold the Town liable for any error or omission in any part of the RFP Documents. The Town does not guarantee or warrant that the RFP Documents are accurate, comprehensive or exhaustive. This does not create any contractual rights or obligations between the Town and any responding firm. The Town, at its own discretion, may or may not award this business or any part or combination of parts of it to any firm.

1.3 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meanings:

Applicable Law means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or interpretation;

Bid a proposal, tender, quotation or offer which includes a price quotation submitted in response to an invitation by the Purchasing Department, Town of Tillsonburg;

Business Day means any day, except a Saturday, Sunday or any day that is a legal holiday in the Province of Ontario. The core business hours for the Town are Monday-Friday, 8:30 am to 4:30 pm (35 hours per week);

Confidential Information means any and all material, data, information or any item in any form, including intellectual property rights.

Contract means the Agreement (if any), the Purchase Order; and any subsequent changes. A written agreement enforceable by law; the acceptance of an offer between legally qualified parties containing consideration and performance;

Fiscal Year means the Town's fiscal year which, as of the Effective Date, is a continuous period covering a full 365 days, 366 days in leap years, commencing on January 1 and ending on December 31;

Request for Proposal (RFP): means the document issued by the Town inviting Proposals for the performance of services therein;

Respondent means anyone submitting a Proposal in response to this RFP. For the purposes of this RFP the term "Respondent" includes the Respondent itself and,

- (a) if the Respondent is an individual,
 - (i) any current employee of the Respondent;
 - (ii) any partnership of which the Respondent is or was a partner; and
 - (iii) any corporation of which the Respondent is or was a controlling shareholder;
- (b) if the Respondent is a corporation,
 - (i) any current director, officer, employee or controlling shareholder of the Respondent;
 - (ii) any partnership of which the Respondent is or was a partner; and
 - (iii) any corporation of which the Respondent is or was a controlling shareholder;
- (c) if the Respondent is a partnership,
 - (i) any current member or employee of the Respondent; and
 - (ii) any corporation of which the Respondent is or was a controlling shareholder.

Shall or Must identifies mandatory criteria and / or requirements;

Shareholder of a corporation is a "controlling shareholder" of such corporation if,

- (a) such shareholder holds, or another person holds for the benefit of such shareholder, other than by way of security only, voting securities of such corporation carrying more than 50 percent of the votes for the election of directors; and
- (b) the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

Town means Corporation of the Town of Tillsonburg;

Town Background Technology means information, know-how or technology of any kind that has been acquired or developed by the Town prior to the Effective Date and which is used in the provision of the Services;

Vendor means a company or a person who sells goods and services.

1.4 Project Authority and Involvement

This RFP is administered by the Purchasing Department. **All inquiries must be as directed in Section 1.6 of the RFP document.**

1.5 Project Stakeholders

The decision making process authority rests with the Corporation of the Town of Tillsonburg.

1.6 Inquiries

- (1) The Town assumes no responsibilities for oral instruction or suggestion. Any clarification of this document or requests for additional information must be received by **4:00 PM Thursday April 3rd, 2015**, by email to: Laurie Kirwin, Purchasing Coordinator, email lkirwin@tillsonburg.ca.
- (2) No officer, agent or other employee of the Town is authorized to alter orally any portion of these documents. Any alterations required will be issued to all Firms as written addenda. No other statement, whether oral or written, made by the Town or a Town representative, will amend the RFP Documents.
- (3) Addenda shall be considered as an integral part of the RFP documents. The Firm shall list in its Proposal document all the addenda that were considered when the Proposal was prepared. Although every effort will be made to ensure that the proponents receive all the addenda, it is the responsibility of each proponent to ensure all addenda issued have been received.
- (4) The Town will provide the Prospective Respondents with written responses in the form of addenda to questions that are submitted in accordance with this Section no later than the date set out in the Timetable. The Town will not attribute the requests for clarification to any party. The Town may in its sole discretion,

- (a) answer similar questions from various respondents only once
 - (b) edit the language of the questions for the purpose of clarity, and
 - (c) exclude submitted questions if they are not comprehensible.
- (5) The Respondent is solely responsible to ensure that it has received all Addenda issued by the Town. Respondents may, in writing, seek confirmation of the number of Addenda issued under this RFP from the Purchasing Coordinator or designate named in this RFP. Failure to acknowledge receipt of all addenda will result in your bid being rejected.

1.7 Proposal (Submission) Content

- (1) Unless otherwise specified herein, Respondents must use the forms furnished by the Town. A Proposal which has attached conditions which alters the specifications, conditions, or terms, or makes it subordinate, will be cause for rejection at the option of the Town, which rejection shall be exercisable at the sole discretion of the Town.
- (2) Each Proposal submitted must include a demonstrated understanding of the objectives, scope and particulars of the goods and services required. Product brochures and statistic information may be included with the RFP submissions.

1.8 Term

The term of the agreement will be for a period of approximately six months and it is anticipated that the project will be complete on or before **December 15, 2015**.

1.9 No Contract until Execution of Written Agreement

This RFP is not an offer to enter into any contract of any kind whatsoever. The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the Town by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services. The procurement process shall be governed by the law applicable to direct commercial negotiations.

1.10 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including information related to pricing, could adversely impact any such evaluation, ranking or contract award.

1.11 Disqualification for Misrepresentation

The Town may disqualify the proponent or rescind a contract subsequently entered if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

SECTION 2 - THE RFP DOCUMENTS

2.1 Request for Proposal Documents

- (1) The Request for Proposals documents (the "RFP Documents") are:
 - (a) Appendix I: Form of Proposal;
 - (b) Appendix II: Reference Form;
 - (c) Appendix III: Accessibility for Ontarians with Disabilities Act, 2005
 - (d) Appendix IV: Health and Safety Declaration
 - (e) Appendix V: Notice of No-Bid (Optional)
 - (f) Addenda to the RFP Documents, if any are issued by the Town
- (2) The RFP shall be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

2.2 Priority of Documents

Except as provided in this Section; if there are any inconsistencies between the terms and conditions provisions of the RFP Documents, the RFP shall prevail over the Schedules during the RFP Process.

2.3 Distribution of Documents - Electronic Distribution

- (1) The Town may, in its discretion, use an on-line electronic distribution system to distribute all RFP Documents.
- (2) If the Town uses an electronic distribution system of any kind, the Respondent is solely responsible for making appropriate arrangements to receive and access the RFP Documents through that electronic distribution system. Whether or not the RFP Process will be carried out using the electronic distribution system is set out in Section 6.

2.4 Information Provided by the Town

- (1) Each Respondent is solely responsible for conducting its own independent research, due diligence, and any other work or investigation and seeking any other independent advice necessary for the preparation of Proposals, negotiation or finalization of Agreements, and the subsequent delivery of all services to be provided by the Service Provider. Nothing in this RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- (2) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Town or the Town Representatives for the completeness or accuracy of any information presented in the RFP Documents, during the RFP Process or during the term of the Agreement. The Town and the Town Representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFP Documents, provided during the RFP Process or during the term of the Agreement.

- (3) The RFP shall be read as a whole including all Appendices and Addendums, and will constitute an integral part of this RFP and are incorporated by reference.

SECTION 3 - THE RFP TIMETABLE AND INSTRUCTIONS

3.1 RFP Schedule

Activity	Planned Date
RFP Release Date	Thurs. March 19, 2015
Deadline for Clarification & Questions	Thurs. April 2nd @ 4:00 pm
Town Response To Questions	Tues. April 7 @ 4:00 pm
Proposal Submission Closing Deadline	Thurs. April 16, 2015 @ 2:00 pm
Presentation By Short Listed Respondents	Week of May 4, 2015
Final Selection & Recommendation	May 11, 2015
Recommendation for Approval to Council	May 25, 2015
Contract Award	May 26, 2015
Delivery/Start	June 1, 2015

- (1) If the Town extends the Submission Deadline, all obligations of Respondents will thereafter be subject to the extended deadline.
- (2) This RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town reserves the right, without liability, cost or penalty to modify or alter any or all dates at its sole discretion by notifying all Respondents in writing at the address indicated in the completed Proposal submitted to the Town.

3.2 Contact Person / Prohibited Contacts

- (1) Prospective Respondents, Respondents and the Successful Respondents shall not contact or make any attempt to contact,
- (a) any Town officer, employee, subcontractor, agent, representative, consultant or volunteer (the "Town Representatives") or provincial government employee or representative, other than the Town Purchasing Coordinator; and
 - (b) any other Prospective Respondent or other Respondent, except for the purpose of discussing the possibility of submitting a Proposal as a Joint Venture Respondent, with respect to the Prospective Respondents, Respondents, or the Successful Respondents Proposals, the RFP Documents, or the RFP Process.

SECTION 4 – SCOPE OF PROPOSAL

4.1 Background

The Town is seeking the development of a class leading website that implements best practices in content strategy, clean design and user friendliness (including intuitive searching). As such, the Town is inviting proposals from qualified vendors for the redesign of the Town website (www.tillsonburg.ca). Proponents are advised that the budget for this work is approximately \$24,500 plus HST

- (1) The current website consists of approximately 50 pages and last year received 366,481 page views and 264,107 unique page views. The analytics of the site for last year were as follows:

Bounce Rate	56.38%
Pages / Visit	2.17
Avg. Time on Page	1.35
% Exit	39.50%

The Town website has the following objectives:

- (a) To provide timely and complete information to residents and stakeholders on their municipal government, programs, services, events and initiatives.
- (b) To allow residents to access municipal services online.
- (c) To be the “Face” of the Town for residents, prospective investors and job seekers, while presenting an image that is consistent with the goals, values and strategic plan of the Town.
- (d) To promote and facilitate investment and tourism development in the Town.
- (e) The Town website has traditionally provided information and links to a wide range of Town Departments and services. A website review conducted by an internal cross functional team concluded that the Town website has become stagnant in look, feel and content. The consensus was that the site was not meeting the needs of visitors and staff, contained out of date content and content that was underutilized, had limited site and content governance and did not engage the user.
- (f) It is the Town’s intent to supply the content for the website, but it is looking for Proponents to provide recommendations for the organization, amount and structure of the content in conjunction with the layout and design of the website and web services.
- (g) The Town is currently creating a new archive of agenda minutes and by-laws.
- (h) There are multiple related websites to be reviewed and potentially incorporated into this project.

(2) **Source Files**

All files used to create web pages, templates, images or other elements associated with this project, and all copyrights will belong to the Town. Additionally the Town may make subsequent changes to the website at its discretion. All rights of ownership will reside with the Town. The Town at its own discretion may choose to use all or any part of any proposal.

(3) **Branding**

The Town of Tillsonburg will also be undergoing a concurrent branding exercise for the municipality and the successful proponent will be required to incorporate any new logo/branding into the final website design.

4.2 Outcomes

Proposals should provide for the following outcomes:

- (1) **Functionality:** to utilize current technologies and future technologies as they become available as appropriate to meet overall website objectives.
- (2) **Presentation:** to provide an engaging, visually appealing and user friendly website with the latest in interactive features that will enhance the utilization of the site by external and internal users and ensure a rich, interactive experience for them.
- (3) **Navigation:** to provide a client focused, well organized site that is intuitive and easy to navigate for all users, providing one click access to almost all content, with a maximum of three clicks.
- (4) **Searchability:** the website should be designed to increase searchability on all major search engines in order to drive more traffic to the Town's website.
- (5) **Communication:** the website design and layout should allow users to find the information they need quickly and easily in an accessible format, and allow them to interface easily with whatever department or service they require. The Town's intent is to reduce routine phone calls and personal visits by migrating clients to the self-service website.
- (6) **Accessibility:** the Town website must be accessible to everyone. The website must also meet standards as per the Accessibility for Ontarians with Disabilities Act (AODA). The website should be accessible by multiple devices including tablets, smart phones, PDAs and personal computers.
- (7) **Graphic Design / Visual Concepts:** Graphical Designs and visual concepts for the website should be complementary to the Town's branding strategy and initiatives.
- (8) **Social Media Integration:** the website design should provide links to all major social media platforms to enhance the accessibility and interaction level of the site.

4.3 Requirements

All proposals are required, as a minimum, to include the below components priced separately. Although the main focus of this exercise is the redevelopment of the Graphical User Interface (GUI) for the website, the Town may also consider the purchase of a separate Content Management System to replace the existing system, which has been developed and maintained by the County of Oxford. In addition to this, proponents are asked to provide pricing for hosting and maintenance services.

(1) Website Redesign (Graphical User Interface)

The proponent will design, develop, install and test a set of new templates for the Town's website. The templates must provide consistent navigation, layout, and styles in a manner that is user-centric and intuitively organized and navigated.

Templates may consist of 3-4 styles that would include the homepage as a unique layout, a section layout, and a page layout. There are different layout needs for pages depending on the content; some will need columns to display tabular data. Individual web pages must print cleanly to standard letter size paper using a "Printer friendly feature".

(2) Content Management System

The proponent shall provide a securely hosted content management system (CMS) that will facilitate the creation, organization and editing of content for the website by staff. The system will have mechanisms for secure access to the web server for the transfer of content. Staff users will have the ability to upload files to the system, create content on the system, edit existing content, delete content and reorganize the presentation of that content. The system should be able to accommodate 10 to 15 content managers. The provision and maintenance of the website content will be the responsibility of the Town staff. The Proponent will ensure that such maintenance of the website can be done by Town staff, at no additional cost, without requiring additional software.

(3) Mobile Version

The website should be developed using "responsive design" coding such that a user friendly website is able to be viewed across a variety of technology and devices.

(4) Functionality and Interactivity

The Town will include the following service delivery enhancement features:

- (a) A-Z index listing / dynamically updated site map
- (b) Ability in the CMS to view / add / delete hyperlinks to each internal page
- (c) Ability to email page links (open URL)
- (d) Admin search to see stale dated pages
- (e) Contact listings – searchable
- (f) Site search function – predictive, site wide, with filter options
- (g) Increase or decrease font sizes globally
- (h) Individual web pages must print cleanly to standard letter size paper
- (i) Most popular pages / trending topics listing
- (j) Online payment solution
- (k) Photo and video galleries
- (l) Quick links

- (m) E Alerts and User Managed Functionality
- (n) Social media links (Facebook, YouTube, Twitter)
- (o) Share content directly to social networks via Facebook, YouTube, Twitter)
- (p) Integrated events calendar page
- (q) Feedback Forms
- (r) Content Approval Mechanism
- (s) Emergency News Bulletin on the home page
- (t) Interface with document management system (Laserfiche)

(5) Statistics

The Town anticipates using basic Google Analytics (GA) for site traffic reporting. Integration of GA's XML reports into site reports is preferred.

4.4 Expectations of Proponents

The following deliverables are expected from the selected Proponent as part of this proposal:

- (1) Within 20 working days of the contract award, the Successful Proponent will submit to the Town, a work plan for all portions of the contract. The plan must contain detailed descriptions of all tasks to be performed and activities and timetables for completing the work.
- (2) The Successful Proponent will meet with representatives of the Town as necessary to carry out the program requirements and the final work plan. No additional fees shall be charged for these meetings.
- (3) The Successful Proponent shall provide Bi-weekly progress reports.
- (4) The Successful Proponent will recommend a site map based on information gathered and website best practices.
- (5) The Successful Proponent will populate the site in a test environment with content provided by the Town.
- (6) The Successful Proponent shall provide training to content managers / publishers on how to maintain the new website and the CMS. The Successful Proponent will also be responsible for developing any reference documentation required (help guides, tutorials).
- (7) The Successful Proponent will identify their usual response timelines for 24/7 telephone and ticket support for website problems, and identify associated costs if applicable.

SECTION 5 - PROPOSAL CONTENT AND FORMAT

5.1 General Format of Proposal

- (1) Each Respondent shall submit a Proposal that is comprehensive, and submitted in the format prescribed herein:
 - (a) is securely bound (single sided printing is encouraged) with numbered pages;

- (b) has a complete table of contents at the front of the Proposal immediately following the title page;
 - (c) Submissions should not exceed 40 pages. Reference materials or attachments may also be included as additional documents, but only the proposal documents (e.g. 40 pages) will be considered in the evaluation process.
- (7) The Respondent shall separate all pre-printed literature. The Town will not evaluate preprinted literature and the Respondent is not required to submit pre-printed literature.
- (8) The detail and clarity of the written submission will be considered indicative of the Proponent's expertise and competence. All information provided in response to this RFP must contain sufficient detail to support the services being proposed.

5.2 Proposal Submission Requirements

The following requirements should be addressed and submitted in the Proposal Submission.

5.2.1 The Documentation Section

(1) Executive Summary

Respondents should provide a general summary of your firm's methodology for providing the services as outlined in Section 4 including platform language (i.e. DotNetNuke, Joomla, etc). Respondents should provide a statement of their organizational history and current capabilities as they relate to the services described in the RFP.

(2) Letter of Introduction

Respondents should introduce their firm and the letter should be signed by the Lead Representative who has the authority to represent the Respondent. Respondents should also provide the name, title, address, telephone number, and email address of the authorized official to be contacted in the event of clarifications or further information requests or notifications.

(3) Recommendations

Respondents should provide a detailed description of their recommendations for the redesign of the Town website. Respondents should include all design aspects of the various components (eg. Graphics, fonts, images) including print and electronic versions of templates as necessary.

Respondents should describe how their proposal meets or exceeds the outcomes outlined in Section 4.2 and meets or exceeds the requirements of Section 4.3. Additionally Respondents should outline their recommendations for the organization and structure of the Town's content. Respondents should describe their recommended CMS and how it meets or exceeds the requirements outlined in section 4.3. Respondents should include a time line for the completion of the entire project, detailing the various stages of the project and the critical path in scheduling.

Describe any additional maintenance costs associated with any/all aspects of your proposal.

Respondents are also encouraged to describe any additional value added services that they may offer under this RFP.

(4) **Experience and Qualifications**

Respondents are requested to demonstrate their qualifications and experience from a corporate and team member perspective.

- (1) Respondents must provide three (3) references by completing a reference form (Appendix II) for each reference. Respondents should provide a description of their current and past experience in providing website design / graphic design services preferably for a municipal government environment. Include summary information and samples of recent contracts that were /are similar in size, scope and complexity (preferably ones where the same personnel as proposed herein conducted the work).
 - (a) Provide the names of all staff that would be working on the project. Include position, qualifications and experience. Provide information on any subcontractors that would be working on the project.
 - (b) A list of clients, particularly municipalities, government agencies and private sector, for whom you have provided Services that are consistent with the scope of this RFP. Please identify any measurable results that were achieved.

5.2.2 Pricing

Respondents are asked to provide their proposed fee structure including costs to design and implement their recommended website design with costs for website design, content management system and hosting/maintenance provided separately. Respondents will describe their technical support hourly rate and identify any additional charges that may apply.

5.2.3 Forms

The following forms must be completed and returned

- (1) **Signed Appendix I – Form of Proposal**
- (2) **Signed Appendix II – Reference Form**
- (3) **Signed Appendix III – Accessibility for Ontarians with Disabilities Act, 2005**
- (4) **Signed Appendix IV – Health and Safety Declaration**

SECTION 6 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

6.1 Instructions, Date and Time for Receiving Proposals

Proposals shall be submitted **before 2:00 PM local time, Thursday April 16th, 2015** according to the instructions in the RFP. Submissions must be received by the Town at the stated address before Closing Time in order to be acceptable. If submissions are sent by courier, mailed, or otherwise conveyed, they must arrive at the stated address prior to Closing

Time. Late or misdirected submissions cannot be accepted after Closing Time and will be returned unopened. The Town does not accept any liability or responsibility for inhibited or interrupted courier, mail, or other service, regardless of the postmark, weigh bill or other details.

- (1) Except as otherwise provided in the RFP Documents, Respondents shall provide only hard copies of Proposals. Respondents shall not submit Proposals by facsimile or other methods of electronic communication. The Town will not accept Proposal documents electronically.
- (2) The Town may, for the purpose of convenience, request an electronic copy of the Proposal after the Submission Deadline. If there is any difference whatsoever between the electronic copy of the Proposal and the hard copy of the Proposal, as submitted, the hard copy shall govern.
- (3) The Form of Proposal must be signed and witnessed by responsible officers of the Service Provider authorized to bind the Proposal, and the company must be clearly identified. The proposal must not be restricted by a statement added to the proposal form or by a covering letter, unless otherwise provided herein.
- (4) Adjustments by mail or e-mail to a Proposal already submitted will not be considered unless requested by The Town for clarification purposes.
- (5) Proposals must not be restricted by adding any statements, or by a covering letter, or by alteration to the printed words of the Proposal as supplied unless otherwise provided herein.
- (6) Proposals must be legible, written in ink, or type written. Proposals containing changes, erasures, overwriting, white-outs, cross-outs, or strike-outs which are not initialized by the Respondent may not be accepted. If the Respondent is a Corporation, the name of the authorized contact person shall also be included.
- (7) Respondents must be prepared, if requested by the Town, to make a presentation or arrange a site visit to the Service Providers site(s). This presentation and or site visit, as requested, will form part of the final award evaluation. The Town will not be liable for any costs incurred by the bidder for such presentation/site visit.

6.2 Withdrawal of Proposals

A Respondent may withdraw its Proposal only by giving written notice before the Submission Deadline to the Purchasing Coordinator. The Town shall return, unopened, a Proposal that has been withdrawn in accordance with this RFP.

6.3 Amendment of Proposals

Respondents may amend their Proposals after submission but only if the Proposal is amended and resubmitted before the Submission Deadline in accordance with the following:

- (1) the Respondent shall withdraw its original Proposal by notifying the Purchasing Coordinator in writing; and
- (2) the Respondent shall submit a revised replacement Proposal in accordance with the RFP Documents and no later than the Submission Deadline.

6.4 One Proposal per Respondent

- (1) A Respondent shall submit only one Proposal either individually or as a participant in a joint venture.
- (2) No person or entity shall be a subcontractor of a Respondent while submitting a Proposal individually or as a participant in a joint venture in the same RFP Process.
- (3) If a Respondent submits or participates in more than one Proposal in contravention of RFP Section 6.4(1) or (2), the Town may, in its sole discretion, disqualify all of the Proposals submitted by the Respondent or in which the Respondent is a participant.

SECTION 7 - EVALUATION AND SCORING

7.1 Evaluation Team

The Town will establish an evaluation team for the purpose of evaluating Proposals (the "Evaluation Team"). All members of the evaluation team shall keep all the information they acquire during the process of evaluating the submissions confidential.

7.2 Evaluation Process

Submissions will be evaluated based on the information provided by proponents on their ability to meet the requirements outlined in Section 4 of the RFP. Proposals will be first evaluated on the mandatory requirements which will result in a judgement of "pass/fail". Proposals which have met the mandatory requirements will then be evaluated under the points rated evaluation criteria described in Section 7.7. Where a proposal does not address a requirement, the Proposal will be deemed as having failed, if the requirement is mandatory, or given zero points if the requirement is subject to the point's evaluation criteria.

7.3 Stage One -Mandatory Requirements

For a proposal to be eligible for evaluation at Stage 2 (section 7.4), the mandatory requirements listed below must be met. **Only those submissions which meet all of the mandatory requirements below will be permitted to proceed in the evaluation process.**

- (1) **Appendix II, Reference Form, completed and signed by an authorized official of the Proponent. The Proponent must provide a minimum of three (3) references relevant to the provision of the services being requested.**
- (2) **Appendix I Form of Proposal, completed and signed by an authorized official of the Proponent. Acknowledgement of receipt of any and all addenda required.**

7.4 Stage Two - Points Rated Evaluation Criteria

Proposals that satisfy Stage One requirements will be scored based on the established rated evaluation criteria in Section 7.7. Each Proposal shall demonstrate a thorough understanding of the requirements outlined in Section 4 and be organized so as to follow the **Evaluation Criteria in section 7.6**. After this scoring, a short-list of top ranked Proponents may receive an invitation to make a presentation to the Evaluation Team.

7.5 Stage Three – Oral Presentations

Stage three, if required, shall consist of oral presentations and a question and answer period with each short-listed Proponent. The invited Proponents will be provided with an agenda and a possible list of questions to prepare for in advance. Further questions which arise during the presentation will form part of the final evaluation. Following the presentations, the Evaluation Team will complete the final scoring based on the rated Evaluation Criteria. The Town also reserves the right to visit qualified bidder(s) sites as part of the evaluation process.

The Town reserves the right to contact persons or entities other than those offered by any Proponent.

7.6 Evaluation Matrix

Proposals will be assessed against the following criteria.

EVALUATION CRITERIA	RATING
Experience and Qualifications of the Firm and Personnel	20%
Experience and credentials of firm	
Experience and qualifications of personnel	
Experience in working on similar projects	
Proposed Solution and Implementation Plan	40%
Solution Effectiveness	
Clarity of Solution	
Creativity and Innovation of Solution	
Compliance with Requirements & Outcomes	
Proposed Timeline	
Training Plan and Ongoing Support	10%
Implementation Plan	
Quality of References	10%
Training Plan and Ongoing Support	
Warranty	5%
Quality of References	
Value Added Services	5%
Additional services or programs offered	
Pricing	10%
Warranty	
TOTAL	100%

SECTION 8 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

8.1 Processing of Proposals.

- (1) The Town Purchasing Coordinator may clarify any aspect of a Proposal with the Respondent at any time after the Proposal has been opened. Any such clarification will not alter the Proposal and will not be constituted as a negotiation or renegotiation of the Proposal. The Corporation of the Town of Tillsonburg is not required to clarify any part of a Proposal. Any clarification of a Proposal by a proponent shall not be effective until confirmation has been delivered in writing.

- (2) The Town may make all necessary corrections to any proposal which is in error through addition or extension, the corrected value prevailing.
- (3) The Town retains the right to select any proposal for purposes that are in the best interests of and for the best value for the Corporation and/or to select parts of various proposals or to reject all proposals for budgetary or other reasons that are in the best interests of and for the best value for the Town.

8.2 Disqualification

- (1) The Town may, in its sole discretion, disqualify a Proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the Town, if,
 - (a) the Proposal is determined to be non-compliant;
 - (b) the Respondent fails to cooperate in any attempt by the Town to verify any information provided by the Respondent in its Proposal;
 - (c) the Respondent contravenes RFP Section 10.1;
 - (d) the Respondent fails to comply with the laws of the Province of Ontario or of Canada, as applicable;
 - (e) the Respondent misrepresents any information and if the Proposal contains false or misleading information;
 - (f) there is evidence that the Respondent, its employees, agents, consultants or representatives colluded with one or more other Respondents or any of its or their respective employees, agents, consultants or representatives in the preparation or submission of Proposals;
 - (g) the Respondent has breached any agreement with the Town;
 - (h) the Respondent has been convicted of an offence in connection with, or any services rendered to the Town or any Ministry, Agency, Board or Commission of the Government of Ontario;
 - (i) the Respondent has breached an agreement for services similar to the ones requested under this RFP; or
 - (j) the Respondent has been convicted of a criminal offence within the last three years.
- (2) If, in the sole discretion of the Town, a Proposal does not comply with the requirements set out in the RFP Documents, the Town shall, without liability, cost or penalty, eliminate the Proposal and the Proposal shall not be given any further consideration. For purposes of this RFP, "comply" and "compliance" mean that the Proposal conforms to the requirements of the RFP Documents without material deviation or reservation. A "material deviation or reservation" is one,

- (a) that affects in any substantial way the scope, quality or performance of the Services under the Agreement arising from the RFP Process; or
 - (b) that results in a material component of a requirement set out in the RFP Documents not being complied with.
- (3) The Respondent's submission of a poor quality Proposal shall not be considered a failure to comply but will affect the Respondent's Evaluation Score.
- (4) The Town shall consider the Respondent's complete omission of any Section of the Proposal a failure to comply.
- (5) For the purpose of clarity, each Respondent acknowledges and agrees that the Town's evaluation of compliance with the RFP Documents is not an evaluation of absolute compliance and that the Town may waive failures to comply that, in the Town's sole discretion, do not constitute a material deviation or reservation in accordance with RFP Section 8.2.(2).

SECTION 9 - RIGHTS OF THE TOWN TO ACCEPT OR REJECT PROPOSALS

9.1 Default Under Project

In case of a default of performance of the Project, the Corporation of the Town of Tillsonburg reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.

- (1) The Town may, in its sole discretion and at any time during the RFP Process,
- (a) reject any or all of the Proposals;
 - (b) accept any Proposal;
 - (c) if only one Proposal is received, elect to accept or reject it;
 - (d) elect not to proceed with the RFP;
 - (e) alter the Timetable, the RFP Process or any other aspect of this RFP; and
 - (f) cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.
- (2) If the Town determines that all or the majority of Proposals submitted are non-compliant, the Town may,
- (a) take any action in accordance with RFP Section 9 (1); or
 - (b) carry out a process whereby all Respondents are directed to correct the deficiencies in their Proposals for re-submission, without a change in their Price Sections.
- (3) The Town shall not be liable for any expense, cost, loss or damage occurred or suffered by any Respondent, or any person connected with any Respondent, as a result of any action referred to in RFP Section 9 (1) or 9 (2).

SECTION 10 - TERMS & CONDITIONS OF RFP PROCESS

10.1 Public Statements and News Releases

- (1) The Prospective Respondents, Respondents and Successful Respondents shall not issue any public statement or news release pertaining to this RFP without the prior written consent of the Town.
- (2) The recipient will keep confidential, without condition, all details of this RFP, its response and any and all information it obtains regarding the Town. The recipient, shall not, without the Town's written consent, refer to the Town in any media release or public announcement.

10.2 Town's Right to Amend or Supplement the RFP

- (1) The Town may, without liability, cost or penalty,
 - (a) at any time prior to the Submission Deadline, alter the Timetable in this RFP; and
 - (b) amend or supplement the RFP Documents in accordance with RFP Section 1.7.
- (2) Any reference to "RFP" or "RFP Documents" includes any amendments to the RFP or RFP Documents made in accordance with RFP Section 1.7.

10.3 Disclosure Issues

- (1) The Respondent, by submitting its Proposal, agrees that,
 - (a) The Town may disclose,
 - (i) the name and address of the Successful Respondent; and
 - (b) The Town may disclose,
 - (i) the name and address of every Respondent; and
 - (ii) the volumes awarded to the Successful Respondents, to other Respondents.
- (2) The Respondent agrees that the Town may disclose Proposals and all information submitted in the Respondents' Proposals to other Town representatives in the Province of Ontario.
- (3) The Town may provide the Proposals to any person involved in the review and evaluation of the Proposals on behalf of the Town and the Town may,
 - (a) make copies of the Proposal; and
 - (b) retain the Proposal.
- (4) The Town may disclose to the Government of Ontario any Respondent information or information in respect of any Agreements with Service Providers requested by the Government of Ontario.
- (5) The Town may disclose any information with respect to the Respondents and their Proposals as required by the Applicable Law.

10.4 Town Confidentiality Issues

- (1) The Prospective Respondents and Respondents acknowledge and agree that all material, data, information, or any item in any form, whether it is in electronic or hard copy format, supplied by or obtained from the Town (the "RFP Information") that the Prospective Respondents acquired during the RFP Process from the Town,

- (a) shall remain the sole property of the Town and the Prospective Respondents and the Respondents shall treat it as confidential;
 - (b) shall not be used by the Prospective Respondent or Respondents for any other purpose other than submitting a Proposal in response to this RFP;
 - (c) shall not be disclosed by the Prospective Respondent or Respondents to any person who is not involved in the Respondent's preparation of its Proposal without prior written authorization from the Town; and
 - (d) if requested by the Town, shall be returned to the Purchasing Coordinator no later than ten calendar days after the request by the Town to return the RFP Information.
 - (e) Each Respondent agrees to comply with the Town's Privacy Policy. The Town is committed to protecting the privacy, confidentiality, and security of all information to which it is entrusted, and is committed to ensuring that staff and agents of the organization uphold this obligation.
- (2) **Privacy and Freedom of Information.** All submissions and attached materials received in response to this RFP are deemed to be the property of the Town of Tillsonburg as of the date of their submission except to the extent they are protected as third party material under applicable privacy law. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA or the Act) applies to all RFPs, quotations and proposals submitted to the Corporation of the Town of Tillsonburg (the Town). RFPs, quotations and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Town shall not withhold the following information from RFPs, quotations or proposals, if requested through the MFIPPA process by any person or business:
- (a) the cover letter to the RFP, quotation, or proposal;
 - (b) the table of contents;
 - (c) lists of figures, tables, and appendices; and
 - (d) any information regarding the form and structure of a RFP, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Respondents should identify any portions of their RFP/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm disclosed. The Town of Tillsonburg cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.

10.5 Joint Venture Proposals

- (1) A Proposal may be submitted by,
 - (a) a single entity as the Respondent; or
 - (b) a collection of entities or individuals as the Respondent (the "Joint Venture Respondent").

Each Joint Venture Respondent shall state, in its Proposal, the joint venture arrangements that form the basis on which the Joint Venture Respondent plans to carry out its obligations under the Agreement. Joint Venture Respondents shall not

change their joint venture arrangements without the prior written approval of the Town.

- (2) Each Joint Venture Respondent shall submit, as part of the Documentation Section of its Proposal, a written commitment, in the form of a letter duly executed by a responsible officer of each joint venture participant that,
 - (a) confirms each joint venture participant's commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal in accordance with this RFP Section 10.5
 - (b) confirms each joint venture participant's willingness to provide a joint and several guarantee to the Town to underwrite the performance of the joint venture in respect of the Agreement; and
 - (c) identifies which joint venture participant,
 - (i) will assume the leading role on behalf of the other joint venture participants; and
 - (ii) will have the authority to bind or commit all joint venture participants (the "Participant in Charge").
- (3) Unless one has already been submitted in a prequalification process in respect of this RFP, each joint venture participant shall demonstrate its authorization of the Participant in Charge by submitting a power of attorney signed by legally authorized signatories.
- (4) If any of the Successful Respondents is a Joint Venture Respondent and the Agreement is awarded to that Successful Respondent, the Town may require the Successful Respondent to incorporate a separate legal entity to enter into the Agreement with the Town. If any Joint Venture Respondent incorporates a separate legal entity, the Successful Respondents shall ensure that the separate legal entity has the full legal capacity to carry out its obligations under the Agreement and that it meets all requirements of law applicable to such an entity.
- (5) If the Agreement is executed between the Town and a joint venture company, the parent companies of the entities forming the joint venture company shall jointly and severally guarantee the obligations of the joint venture company under the Agreement. The Town may, in its sole discretion, also require parent companies of the joint venture participants or joint venture company to be parties to the Agreement. During the RFP Process, a Respondent shall notify the Purchasing Coordinator, in writing, of any proposed changes to its joint venture arrangements or ownership structure from the joint venture arrangements or ownership structure set out in the Proposal or, if applicable, in the Respondent's Prequalification Application.
- (6) The Town may,
 - (a) approve the changes in the joint venture arrangements or ownership structure of a Respondent; or
 - (b) reject the Respondent's or Successful Respondent's Proposal as a result of these changes.

- (7) The Town's approval pursuant to RFP Section 10.7.2 (1) shall not be unreasonably withheld.

10.6 Delays and Costs of Delay

The Town shall not be liable, in any way, to the Respondents for any delays, or costs associated with delays, in the RFP Process.

10.7 Clarification and Verification of Respondent's Proposal

10.7.1 Clarification

- (1) The Town may,
 - (a) require the Respondent to clarify the contents of its Proposal;
 - (b) require the Respondent to submit supplementary documentation clarifying any matters contained in its Proposal; and
 - (c) seek a Respondent's acknowledgement of a Town interpretation of the Respondent's Proposal.
- (2) The Town is not obliged to seek clarification of any aspect of a Proposal.
- (3) Any written information received by the Town from a Respondent pursuant to a request for clarification from the Town as part of the RFP Process may, in the Town's discretion, be considered as an integral part of the Proposal.

10.7.2 Verification

- (1) The Town may, in its sole discretion, verify any statement or claim contained in any Proposal or made subsequently in any interview or negotiation. That verification may be made by whatever means the Town deems appropriate and may include contacting the names of persons identified in the contract information provided by the Respondent and, in addition, contacting persons or entities other than those offered by any Respondent.
- (2) In submitting a Proposal, the Respondent is deemed to consent to the Town verifying any information from third parties and receiving additional information regarding the Respondent, its directors, officers, shareholders or owners and any other person associated with the Respondent as the Town may require.
- (3) For the purposes of the verification in RFP Sections 10.9(2)(a) and 10.9(2)(b), the information described may be collected from and disclosed to government and non-government organizations.

10.8 Deemed Satisfaction as to Submission

The submission of a proposal shall be deemed conclusive proof that the submitter of the proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, where, materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the Town of Tillsonburg based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

10.9 Conflict of Interest and Confidential Information

- (1) Each Respondent shall disclose any potential or actual conflicts of interest that it, or members of its joint venture in the case of Joint Venture Respondents, has or may have as a Service Provider under the terms and conditions of the Agreement.
- (2) Each Respondent shall disclose, in the Proposal Submission Form,
 - (a) whether, prior to submitting its Proposal, it had access to Town confidential information with respect to the RFP Process, including any information with respect to the evaluation criteria or any matter related to the evaluation process, other than information officially disclosed by the Town as part of the RFP Process; and
 - (b) the names, positions, addresses and telephone numbers of all individuals who have participated in the preparation of the Proposal and the identification of any of those individuals who is a former employee, former CAO or former member of the Town issuing this RFP.
- (3) The Town will make a judgment as to whether, on a case by case basis, the conflict of interest or potential conflict of interest, disclosed pursuant to this RFP is material and will result in disqualification of the Proposal.

10.10 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the Deadline for Issuing Addenda, the Town may at its discretion extend the Submission date for a reasonable amount of time.

SECTION 11 - AGREEMENT FINALIZATION AND DEBRIEFING

11.1 Agreement Finalization

The Town will notify the Successful Respondent in writing. At that time the Successful Respondent and the Town shall enter into discussions to finalize the Agreements.

- (1) After the selection of the Successful Respondent, if any, the Town may finalize the terms and conditions of the Agreement with the Successful Respondent, and, as part of that process, may, in its sole discretion, negotiate changes, amendments or modifications to the Successful Respondent's Proposals. Negotiations may include requests by the Town for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved pricing from the proponent.
- (2) The Successful Respondent shall, no later than fifteen Business Days after receipt of the Agreement or such later date as may be specified in written notice given by the Town, enter into and execute the Agreement. There will be no legally binding relationship created with any proponent prior to the execution of a written agreement.
- (3) If a Successful Respondent fails or refuses to enter into and execute the Agreement and provide the documentation in accordance with the RFP, the Town may, in its sole discretion, take anyone or all of the following actions:
 - (a) terminate all discussions to enter into the Agreement with that Successful

Respondent and cancel its identification of a Respondent as a Successful Respondent;

- (b) select another Respondent to enter into the Agreement;
 - (c) pursue any other remedy available to the Town under the Applicable Law.
- (4) The Town may, in its sole discretion, cancel its decision to enter into an Agreement with a Successful Respondent if,
- (a) a change in the joint venture arrangements or ownership structure of the Successful Respondent has occurred which has not been approved by the Town in accordance with RFP Section 10.5(7); or
 - (b) any other material change has occurred with respect to the Successful Respondent's Proposal.

11.2 Debriefing of Unsuccessful Respondents

- (1) The Unsuccessful Respondents shall be notified by the Town in writing as to their unsuccessful bid in the RFP process.
- (2) The Town shall, at the request of a Respondent, carry out information sessions with the Unsuccessful Respondent to explain the Town's evaluation of the Respondent's Proposal (the "Debriefing Sessions").
- (3) The scheduling of the debriefing sessions shall be determined by the Town. Unless otherwise determined by the Town, debriefing sessions shall not be held until after the execution of Agreement by Successful Respondents but shall be held no later than 28 days after the execution of the last Agreement executed under this RFP Process.

Section 12 – General Terms and Conditions

12.1 Governing Law, Attornment and Limit on Liability

- (1) This RFP and the Agreements entered into by the Successful Respondents shall be governed and construed in accordance with the laws of Ontario and the applicable laws of Canada (the "Governing Law").
- (2) The Respondent agrees that,
 - (a) any action or proceeding relating to this RFP Process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
 - (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFP Process on any jurisdictional basis, including forum non convenes; and
 - (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFP Section 12.1.

- (3) The Respondent agrees that if the Town commits a material breach of this RFP, the Town's liability to the Respondent for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Town, the aggregate amount of damages recoverable against the Town shall be no greater than the demonstrated Proposal preparation costs of the Respondent seeking damages from the Town.
- (4) The Successful Respondent shall comply with all relevant federal, provincial and municipal statutes, regulations, codes, ordinances, policies, directives, orders and by-laws pertaining to the work and its performance. The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario including:
 - (a) the Municipal Freedom of Information and Privacy Act, RSO 1990, c. M54; and Occupational Health and Safety Act, R.S.O. 1990, c.0.1. Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and are fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the Town is relying on this warranty in its decision to award the contract to the proponent.
 - (b) Accessibility for Ontarians with Disabilities Act, 2001, S.O. 2001, c.32, section 13 of which statute states:

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

12.2 Force Majeure

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts or public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

12.3 Indemnity and Insurance

The Service Provider must keep in force for the duration of the contract the following:

Comprehensive/Commercial General Liability Insurance insuring the Successful Respondent and naming the Town as an additional insured, and any other person or entity who the Town or the Successful Respondent may reasonably require to be added as additional insured. Such general liability insurance shall provide coverage in respect of property damage and/or bodily injury (including death) arising out of any and all Services and shall include property damage if the damaged work or the work out of which the damage arises was performed on behalf of the Successful Respondent by a Sub-Consultant and shall include bodily injury (including death) if the bodily injury (or death) arises out of work performed on behalf of the Consultant. Such insurance shall contain a cross liability endorsement.

Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) Dollars per occurrence and shall include the Town as an additional insured with respect to the Consultant's operations, acts and omissions relating to its obligations under this Agreement, such policy to include personal injury, third party bodily, broad form property damage, contractual liability, owners' and contractors' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

12.4 Proof of Workers Safety Insurance Board (WSIB) Coverage

The Service Provider will submit evidence of compliance with all of the requirements of the Workplace Safety and Insurance Board (WSIB) of Ontario, including payments due there under. Such evidence must be furnished to the Town before the start of the contract.

The Service provider will provide their current Workplace Safety and Insurance Board (WSIB) clearance certificate.

APPENDIX I: FORM OF PROPOSAL – PART ONE

REQUEST FOR PROPOSAL: 2015-002
PROJECT NAME: TOWN WEBSITE

Note: The FORM OF PROPOSAL must be returned with the RFP Proposal.

I/We the undersigned after having read the Request for Proposal, terms, conditions and specifications, **WHERE REQUIRED, INCLUDE THE FOLLOWING:**

Receipt of addenda (when issued) shall be acknowledged by the Respondent initialing in the space provided opposite each addendum received:

Addendum No. 1 _____ **No.2** _____ **No. 3** _____

Note: Respondents failing to acknowledge receipt of Addenda when issued will be disqualified.

By signing this submission, I confirm that I have read, acknowledge and understand all terms, conditions and requirements contained in this Proposal Document.

Vendor Name:	
Street Address/P.O. Box #:	Town/ City, Province, Postal Code:
Authorized Representative Name (please print):	Title:
Telephone number:	Fax number:
E-mail address:	
Signature of Authorized Signing Officer:	Date:

DOCUMENT MUST BE SIGNED TO BE VALID

APPENDIX I: FORM OF PROPOSAL – PART TWO

REQUEST FOR PROPOSAL: 2015-002
PROJECT NAME: TOWN WEBSITE

PROPOSED PRICING SCHEDULE

The Total Bid Price shall include all costs incurred, including HST

All Rates to be in Canadian Funds

Description of Goods / Services Required	Extended Cost
Website Re-Design	\$
SUBTOTAL	\$
Content Management System	\$
SUBTOTAL	\$
Annual Hosting Fees	\$
Annual Maintenance Fees	
SUBTOTAL	\$
HST	\$
TOTAL BID PRICE	\$

APPENDIX II: REFERENCE FORM

REQUEST FOR PROPOSAL: 2015-002
PROJECT NAME: TOWN WEBSITE

Note: The REFERENCE FORM must be returned with the RFP Proposal.

Requirements: (i) References for delivery/supply of similar project scope or magnitude. (ii) Minimum of three (3) references required.

1. COMPANY NAME: _____
CONTACT: _____
TITLE: _____
PHONE #: _____

2. COMPANY NAME: _____
CONTACT: _____
TITLE: _____
PHONE #: _____

3. COMPANY NAME: _____
CONTACT: _____
TITLE: _____
PHONE #: _____

Approval to Contact References

Authorized Representative Name (Please Print) *Title*

Authorized Signature *Date*

DOCUMENT MUST BE SIGNED TO BE VALID

APPENDIX III: ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

REQUEST FOR PROPOSAL: 2015-002
PROJECT NAME: TOWN WEBSITE

The Respondent certifies that it has read and understands this Appendix. Respondents shall make themselves aware of the AODA provisions. The Successful Respondent shall comply with the AODA during the term of the contract and while providing services or delivering goods, products or materials to Town of Tillsonburg.

The Accessibility Standards for Customer Service, Ontario Regulation 429/07 was created under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA). The Standard sets out obligations for certain persons, businesses and other organizations to provide goods or services in a way that is accessible to people with disabilities in Ontario. The Standard applies to:

- Designated public sector organizations (compliance deadline 1st January 2010); and
- Every other person or organization that provides goods or services to the public or to other organizations (third parties) and that has one or more employees in Ontario (compliance deadline 1st January 2012).
- **Principles - Dignity, Independence, Integration, Equality** The Corporation of The Town of Tillsonburg is obligated by legislation to provide accessible customer service and is committed to creating an excellent customer experience to all our stakeholders.
- **The Respondent agrees that if deemed the Successful Respondent:** Prior to the commencement of any work under agreement with our municipality that the Successful Respondent shall declare that it has read, understands and complies with the Accessible Customer Service, Ontario Regulation 429/07.

The Town of Tillsonburg thanks you in advance for joining us in providing excellent Accessible Customer Service throughout our community.

For further details please refer to the Ministry of Community and Social Services website or AccessON.ca for details.

Resources: Municipal Accessible Customer Service Policy and pamphlets

- <http://www.mcscs.gov.on.ca/en/mcscs/programs/accessibility/customerService/under20.aspx#>
- <http://www.accesson.ca/ado/english/> - Serve Ability

RESPONDENT'S COMPANY NAME:
Representative:
Authorized Signature:
Date:

DOCUMENT MUST BE SIGNED TO BE VALID & SUBMITTED WITH BID

APPEDIX IV: HEALTH AND SAFETY DECLARATION

REQUEST FOR PROPOSAL: 2015-002
PROJECT NAME: TOWN WEBSITE

CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Corporation of the Town of Tillsonburg (the Town of Tillsonburg) is committed to:

- (1) The prevention of workplace injury, illness, violence and harassment to all workers at Town of Tillsonburg work locations.
- (2) The belief that 'contractor' safety is compatible with the safety policy of the Town of Tillsonburg and is good business.
- (3) Assuming a leadership role by citing contractors for any violations of the contract.

To ensure the Town of Tillsonburg workplace is a healthy and safe working environment, the above named Company, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act (and as amended) and any other legislation pertaining to employee health and safety, violence and harassment in the workplace and other matters.

For long term contracts, or contracts involving pre-selected contractors, the Town of Tillsonburg reserves the right to cancel (or place on probation) the contract of any contractor who is sited with violations and/or charged and/or convicted of offences under the Occupational Health and Safety Act and/or applicable regulations while carrying out any part of a project with the Town of Tillsonburg.

Statement of Responsibility:

If the named Company (below) is retained to perform work for The Corporation of The Town of Tillsonburg: I/we accept the following health and safety responsibilities:

I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Town of Tillsonburg safety policies, standards and procedures, department and site-specific policies, standards and procedures and all applicable legislation and regulations.

I/we will work safely with skill and care to prevent accidental injury, violence and harassment to ourselves, fellow employees and all other persons on the site of the work.

For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional; or Satisfactory- Unaudited.

I/we will advise the Town of Tillsonburg if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Municipality with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

RESPONDENT'S COMPANY NAME:
Representative:
Authorized Signature:
Date:

DOCUMENT MUST BE SIGNED TO BE VALID & SUBMITTED WITH BID

APPENDIX V: NOTICE OF "NO-BID"

It is important to the Town to receive a reply from all invited Respondents. There is no obligation to submit a Proposal, however, should you choose not to Bid, completion of this form will assist the Town in determining the type of goods or services you are interested in Bidding on in the future.

INSTRUCTION

If you are unable, or do not wish to Bid on this RFP, please complete the following portions of this form. State your reason for not responding by checking the applicable space(s) or by explaining briefly in the space provided.

PLEASE FORWARD THIS COMPLETED FORM IN A SEALED ENVELOPE IDENTIFYING IT AS CONTAINING "NOTICE OF NO-BID" OR SEND BY FAX TO THE Purchasing Coordinator, Town of Tillsonburg, preferably prior to the Official Closing Date.

- | | | |
|-----|--|-------|
| 1. | Unable to quote competitively | _____ |
| 2. | Cannot handle due to present work load | _____ |
| 3. | We do not manufacture/supply this commodity | _____ |
| 4. | We do not manufacture/supply to this specification | _____ |
| 5. | Project/Quantity/Job too large | _____ |
| 6. | Project/Quantity/Job too small | _____ |
| 7. | Cannot meet delivery/completion requirements | _____ |
| 8. | Licensing restrictions | _____ |
| 9. | Agreements with distributors/dealers do not permit us to sell direct | _____ |
| 10. | Other reasons/additional comments: | _____ |

Do you wish to be invited for similar goods/services in the future? **YES NO** _____

Vendor Name: _____

Authorized Representative: _____

Print Name: _____ Title: _____

Address: _____

City/Province: _____ Postal Code: _____

Phone: _____ FAX#: _____

E-mail Address: _____ Date: _____