



**Town of South Bruce Peninsula**

**Request for Proposal 19-29**

**Website Redesign and Development**

**Town of South Bruce Peninsula**  
**Request for Proposal (RFP) 19-29**  
**Website Redesign and Development**

South Bruce Peninsula is seeking proposals from website development companies to influence, design, develop, host and implement its public-facing website (<https://www.southbrucepeninsula.com/en/>).

**Sealed RFPs** will be received for the above, at the Town of South Bruce Peninsula Municipal Office until **4:00 pm** local time on **Friday, September 6th, 2019** from qualified professional firms to provide consulting services a Website Redesign and Development.

RFP Packages are available by contacting Town Hall, at the address below, or on the Town website at [www.southbrucepeninsula.com](http://www.southbrucepeninsula.com). Proponents should note that the proposal submissions will be a two-envelope system with the technical proposal and the cost proposal submitted in separate envelopes.

RFPs are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval. The lowest or any quotation will not necessarily be accepted.

**Community Services**  
**c/o Danielle Edwards**  
**Town of South Bruce Peninsula**  
**PO Box 310, 315 George St**  
**Warton ON N0H 2T0**  
**519-534-1400 x 148**

## **INTRODUCTION**

The Corporation of the Town of South Bruce Peninsula is an amalgamated municipality of the former Town of Wiarton, Township of Albemarle, Village of Hepworth and Township of Amabel. It is at the base of the Bruce Peninsula in Bruce County, between Lake Huron and Georgian Bay.

There are approximately 8,500 full-time residents residing in communities such as the Town of Wiarton, the villages of Hepworth, Allenford, Sauble Beach and smaller communities that include Red Bay, Hope Bay, Howdenvale and Oliphant. There is considerable summer influx of additional residents during the summer months as visitors flock to the area's towns and beaches. Municipal records indicate that the full-time population is based upon 3,741 resident households. With an estimated 3204 non-resident households. The representative population could be extrapolated to greater than 15800 plus seasonal tourists and visitors.

It is recognized that the current website is not meeting the needs of visitors to the site. The website will need to meet current accessibility standards for Ontarians with Disabilities (AODA). It is anticipated that the website will be e-services ready, mobile friendly and interactive.

The end goal is to have a tool that will better allow us to communicate with all stakeholders, allow for increased access to municipal services and drive economic development and investment attraction by better showcasing the community through a redeveloped, modern website.

## **SCOPE OF WORK**

The Town owns and maintains website <https://www.southbrucepeninsula.com/en/>. The following domains are also owned by the Town, and drive traffic to the Town's main website:

wiarton-willie.org  
wiarton-willie.com  
wiartonwillie.com  
venturehere.ca

The Town uses a third-party Information Technology support company for hardware and server requirements and the successful bidder will be expected to work closely with the Town's IT provider to ensure a compatible and reliable website format.

Recently, the Town migrated to Windows 10 and currently are transitioning from Server 2003 and Server 2008. Microsoft 365 is used firm-wide, including Outlook. Currently there is no connection between the Towns website, social media and internal resources; all information is posted manually. Windows Server 2019 R2 is available and has

support until January 9, 2029 although it is recognized that that another website revision will be needed before 10 years to keep the website modernized and address market changes.

## **Website Design**

Mobile support for the website is vital to a website's survival and exposure. The number of mobile users has significantly increased over the last few years and, the website should be designed in a way so that it is mobile-friendly and easily able to adapt to change.

One of the most prominent features of a new website should be a search bar that is front and centre. The website should also display our logo in a tab in a browser.

There should be a header on the website that displays our town's logo and social media links and will remain at the top of the page while a user scrolls up or down.

A drop-down menu that is activated by touch is more intuitive and will allow for increased compatibility with both mobile phones and desktop/laptop computers.

The Town is looking for a fresh modern website that is both appealing and useful to external and internal clients. The updated website must have excellent user experience capabilities, be personal, and designed with search engine optimization (SEO) in mind. Usability on various platforms must be as transparent as possible. Some key requirements are:

- Work with all current mainstream web browsers;
- Have a mobile optimized feature for Apple iOS and Google Android products;
- Be a highly accessible platform that complies with all mandated features required under the Accessibility for Ontarians with Disabilities Act, 2005, with particular regard to O.Reg 191/11 standards to be met by large organizations by January 1, 2021; and
- Scalable to allow for future online services, including potentially facility booking, customer account access, online permitting and online payments

## **Website Features**

The successful candidate will be well-versed and aware of current municipal services and website needs, including integration with iCompass for information relating to Council meetings, agendas and by-laws, operational offerings such as access to public works, recreational facilities. Further, providing easy access to local municipal information for citizens and businesses, and economic development and investment attraction is a key focus.

The following features are considered important:

- Robust search capabilities/advanced search engine optimization
- Public calendaring features;
- Designed in a printer-friendly way;

- Simple and intuitive migration;
- Graphically pleasing design;
- E-commerce such as renting municipal facilities;
- Secure by design;
- Bookmark-able site hierarchy; and
- Fully featured mobile version without loss of full site experience or content.

Furthermore, the Town is looking to:

- Demonstrate and provide community support for local businesses through an updated and innovative on-line business directory, business news and business profiles;
- Improve communications between the community and local businesses through engaging businesses and residents, including an interface that is compatible with all social media platforms allowing increased access to information and services for visitors, site selectors, investors, businesses and residents
- Ability to embed or attach fillable forms and templates
- Utilize content marketing;
- Adopt a more user-friendly website design; and
- Improve mobile customer service.

### **Content Management System**

This portion of the design must be open and robust so that users of various skill or technical levels can alter content within their approved authority without risking security or alteration of the other main site content or layout. Where possible, site content linked to the changes made should be connected so that changes can be made efficiently.

The new website should have the ability to integrate with the Town's current and future data systems should customer-facing website initiatives be engaged later.

### **Reporting system**

The new website should include a powerful set of reporting tools to track various statistics and trends regarding various website features.

### **Services Required**

- To update and replace the existing Town website with a modern and accessible website and content management system.
- To launch an intuitive and easy to navigate website for various audiences within the community. The new website will be based on technology that is easily updated and maintained by Town staff.

The Town is looking for a Proponent that can guide the Town through the creation of our new website. While we fully expect to be responsible for content on the new website, we

do require guidance and assistance transferring populated content and managing the whole migration process. Marketing experience will be considered an asset. Except from DNS management and content creation, we expect the successful Proponent to take responsibility for everything else. The successful Proponent's proposal will include a detailed account of what they intend to deliver to make the Town's new website project a success within budget and timelines.

### **Key deliverables**

- Consultations with the Senior Management Team and key department representatives including what our vision is in terms of style, look and feel for the website and needs of various community stakeholders.
- A detailed project implementation schedule including contingency plans.
- Frequent project meetings to communicate status and responsibilities.
- Hands on training for select staff on how to use the content management system, including how to write effective content for websites and how to edit website templates.
- Several template design concepts including revisions.
- Graphic design services for the templates.
- Documentation on anything specific details about the template, content management system, etc.
- Service agreements detailing service level agreements, support details, costs for future assistance whether it be for template modifications, training on how to use the content management system, or other. Fees, including cost/day for key staff and disbursements
- Key project staff and resumes
- Technical services regarding everything required to make the website hosting platform, content management system and actual website function effectively.
- Project closing and summary documentation.
- The proposal should also outline ongoing costs to maintain and update the content and services of the website annually

### **Point of Contact**

The Economic Development Officer will be the primary point of contact for the project supported by the Senior Management Team who ultimately will make the final decisions on any recommendations stemming from the Project.

Proponents should account for several meetings with the Economic Development Officer and/or Senior Management Team and key department representatives as required. Any responsibilities of the Corporation beyond what is described in this section should be identified in the proposals.

## **Project Budget**

The Proponent is to provide an all-inclusive fixed lump sum fee for professional services and associated costs to complete the work as outlined in the Scope of Work and this RFP. The Proponent shall provide an itemized cost breakdown required to achieve each milestone within the recommended approach, including consulting fees (hourly and per diem rates for each member of the team), travel, accommodations, miscellaneous expenses, and disbursements to achieve deliverables. The proposal will also include an itemized cost list for additional meetings, workshops, and presentations, if required.

Proponents are encouraged to propose a scoped approach or methodology that they feel is appropriate and effective to meet the objectives identified in this RFP.

### **1. Proposal Submission Instructions**

#### **Proposal Submissions**

Please include three (3) hard copies, with one (1) copy being an original document with original signatures.

Sealed Proposals, are to be addressed to:

Danielle Edwards, Economic Development Officer  
Town of South Bruce Peninsula  
P.O. Box 310, 315 George Street  
Warton, ON N0H 2T0

Proposal Submissions are to be marked: RFP 2019-29 and MUST be received, time and date stamped, no later than 4:00 pm on Sept 5, 2019, at the above noted location.

The cost proposal must be submitted in a separate, sealed envelope. Quality factor scores will be finalized based on material included in the proposal submissions. The cost proposal envelopes will only be opened and scored after the quality factor scores have been finalized. The successful proponent will be the one with the highest overall score.

Note that proponents who include their cost proposal in the technical requirements envelope will be disqualified.

Proposals submitted by facsimile or e-mail shall not be considered.

Late submissions shall be disqualified and returned unopened.

The Town of South Bruce Peninsula (“the Town”) is not liable for any costs incurred by interested parties in the preparation of their response to this Request for Proposal or

interviews, oral presentations, on-site demonstrations, etc. Furthermore, the Town shall not be responsible for any liabilities, cost, expenses, loss or damage incurred, sustained or suffered by any interested party, prior to or subsequent to, or by reason of the acceptance or non-acceptance of the response. Once received, submissions become the property of the Town.

### **Right to Withdraw**

The Proponent may withdraw their Proposal submission before the closing date and time by providing the Town with written notice prior to the closing time.

### **Inquiries and Addenda**

All Proposal inquiries must be submitted to:

Danielle Edwards, Economic Development Officer  
P.O. Box 310, 315 George Street  
Warton, ON N0H 2T0  
[Danielle.edwards@southbrucepeninsula.com](mailto:Danielle.edwards@southbrucepeninsula.com)

Inquiries will be accepted in writing, via fax or e-mail to:

Inquiries must be received no less than 5 working days prior to the Proposal closing date to allow enough time to provide a response. Inquiries received after this time are not guaranteed a response prior to the Proposal closing date.

To ensure consistency and quality of information provided to the Proponent, any information with respect to significant inquiries received and the replies to such inquiries will be provided simultaneously to all Proponents without revealing the sources of the inquiries. The responses to questions shall be accessible by all Proponents via the Town's website <https://www.southbrucepeninsula.com/en/>.

Under no circumstances will meetings related to this RFP be held with individual proponents prior to the closing date and time of this Request for Proposal.

Non-compliance with the above conditions may (for that reason alone) result in disqualification of the Proponent's submission.

Should it become necessary to provide additional information, or make changes to the RFP documents, written addenda will be at least forty- eight (48) hours prior to the closing date and time.

The Town may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposal. The Town shall not be bound by oral or other informal explanations or clarifications not contained in written addenda.

The Town of South Bruce Peninsula reserves the right to request proponents to:

- i. Provide additional information;



- ii. Modify submissions in areas considered to be deficient;
- iii. Address specific requirements not accurately covered in their initial submissions;
- iv. Substitute components where the Town of South Bruce Peninsula considered that an alternative may be more suitable; and/or
- v. Provide further references.

## **Clarification**

It is the responsibility of each Proponent to inquire about and clarify any requirements of this Request for Proposal which are not understood.

Proponents must obtain their own information on all matters and things that may in any way influence them in developing their proposals.

The Proponent must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

## **Conflict of Interest**

Each Proponent shall declare to the Town as part of their proposal any situation that may be either a conflict of interest or a potential or perceived conflict of interest with the contractual obligations of their proposal. If a conflict of interest exists, the Town reserves the right to reject the Proponent's submission or to otherwise require measures to be taken by the Proponent to mitigate the conflict.

No member of the Town and no officer or full-time staff member of the Town are, will be, or shall become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in the performance of any contract resulting from this solicitation or in the supplies, work or business in connection with any such contract or in any portion thereof, or in any monies to be derived therefrom.

## **Bribery and Collusion**

Should a Proponent or any of their agents give or offer any gratuity to or attempt to bribe any member of the Town, or attempt to commit fraud, the Town shall be at liberty to reject the Proponent's submission or cancel the contract.

The Proponent further acknowledges that their proposal is made without any connections, knowledge, and comparison of figures or arrangements with any other company, firm or person making a proposal for the same work and is in all respects fair and without collusion or fraud.

## **General Instructions**

### Proposal Policy

Specific instructions for the preparation of each of the proposal sections required by this RFP are contained in this section. Proposals will be evaluated up to the page limits listed in the format instructions. Material exceeding the specified page limits will not be

evaluated. Excess material will be removed from the section to which the page limit applies.

### Definition of Proponent

For the purposes of this RFP, a “Proponent” is defined as the entity submitting a proposal in response to this RFP. A Proponent is therefore one of the following entities:

- Prime Contractor, where a single vendor proposes to assume full contractual liability; or
- Prime Contractor with various sub-contractors, where the Prime Contractor proposes to assume full contractual liability.

### **Proposal Structure and Format Instructions**

This section provides general guidance for preparing proposals as well as specific instruction on the format and content of the proposal. The Proponent’s proposal must include all data and information requested and must be submitted in accordance with these instructions. The proposal shall be clear, concise, and shall include enough detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Town’s requirements, but rather shall explain how the Proponent intends to meet these requirements. Proponents shall assume that the Town has no prior knowledge of their experience, and the proposal evaluation will be based solely on the information presented in the proposal.

### **All Proponents shall conform to the following proposal formatting instructions:**

- The cost proposal must be submitted in a separate, sealed envelope. Quality factor scores will be finalized based on material included in the proposal submissions.
- The cost proposal envelopes will only be opened and scored after the quality factor scores have been finalized. The successful proponent will be the one with the highest total score.
- Note that proponents who include their cost proposal in the technical requirements envelope will be disqualified.

Section	Title
1	Company profile
2	Experience and references
3	Team structure and staff qualification
4	Approach and methodology
5	Schedule/Work plan
6	Cost proposal

\* Appendices are not to be counted in page counts

- The content of each section shall address the subjects in the order and format detailed as described in the Written Proposal Submission Requirements.

### Page Format

Pages shall be single-spaced using at minimum 10-point Arial font. Page size shall be 8.5 x 11 inches. All margins shall be no less than 1 inch. The glossary of abbreviations, title pages, table of contents, and tabbed dividers are not included in page limitations, and therefore should not include proposal material.

All copies of the proposal shall be printed single sided.

### Binding and Labelling

The cost proposal submission shall be bound together in one binder or package. Section 6 shall be placed in a separate sealed envelope. Each binder/package shall have the RFP number, and Proponent's identity printed on the cover. Pages shall be numbered sequentially by section, identifying the RFP number, section number, page number, and date of submission in the upper right-hand corner of the page. Tabbed dividers shall separate each section.

### Number of Copies

The Proponent shall submit **three (3) hard copies and one (1) electronic copy** of their proposal (sections 1-5) and **one (1) copy** of their cost proposal (section 6) in a separate sealed envelope.

### Covering Letter

The Proponent shall provide a covering letter with their submission (not included in the page count) signed by a duly authorized officer of the firm indicating:

- I. Compliance to "Conflict of Interest" section of the RFP;
- II. Compliance with all other terms and conditions of the proposal document.

## **Written Proposal Submission Requirement**

### **Section 1 - Company Profile**

Proponents are to provide a summary of information on their company such as, but not limited to, the following:

- Size of company, number of employees both locally and other (i.e., status full time/part time);
- Number of years in business both locally and other;
- Memberships in professional associations;
- Extent of company resources and available outside resources if

required;

- The correct legal name of the proposing entity;
- The Principal business and corporate directors of the proposing entity; and
- The name, title, mailing address, e-mail, telephone (land line and cell) and fax number of the person who will be the Town's point of contact.

## **Section 2 - Experience and References**

Proponents are to detail 3 references, within the last 5 years, of their company's relevant past and present experiences as they pertain to the Town's requirements listed in the Scope Part 2 of the RFP document.

## **Section 3-Team Structure / Staff Qualifications**

Proponents are to provide an Organizational Chart indicating all the project participants.

Proponents are to provide the name(s), telephone number(s) and resume(s) of main contact person(s) who will be assigned to this project. The assigned person(s) must be the primary point of contact with the Town. Proponents are to provide the name(s), telephone number(s) and resume(s) of other key personnel who will be assigned to this project. This information can be included separately under an Appendix to the proposal.

## **Section 4 - Approach and Methodology**

Provide a detailed description of the methodology and project management approaches to be used for each of the services proposed by your firm including contingency planning for the project.

## **Section 5 – Schedule/Work Plan**

Provide a schedule/work plan for implementing the project with the objective of completion by the **date**. Identify major milestones and the percentage of completion. Provide for meetings with Town staff to enable the monitoring of progress towards completion of the work plan. Provide for review and refinement of the work plan in discussion with Town staff at the start-up meeting for the project.

## **Section 6 - Cost Proposal**

Proponents shall provide in their cost proposal hourly rates, estimates of expenses and a total price, with a breakdown of the major items described in the Scope of Work. All unit prices quoted for this work shall not include Harmonized Sales Tax (HST), and any applicable taxes shall be identified separately.

The cost proposal must be submitted in a separate, sealed envelope. Quality factor scores will be finalized based on material included in the proposal submissions. The cost proposal envelopes will only be opened and scored after the quality factor scores

have been finalized and the proponents meeting the minimum score.

The successful proponent will be the one with the highest total score.

Note that proponents who include their cost proposal in the technical requirements envelope will be disqualified.

**Proposal Evaluation Procedure**

It must be understood and accepted by any Proponent submitting a proposal that all decisions as to the degree to which a proposal meets the requirements of this RFP are solely within the judgment of the Town’s proposal evaluation team.

The Proponent must comply with all requirements specified in the RFP. Statements that include the words “shall”, “must”, or “will” are mandatory and will impact the scoring.

**Evaluation Criteria**

Proposals must contain and will be evaluated on the following:

Rated Criteria	Maximum Points (weight)
Experience and references	20
Team Structure & Staff Qualification	15
Approach and methodology	35
Schedule/Work Plan	5
Cost proposal (Separate Envelope)	25
<b>TOTAL</b>	<b>/100</b>

Each component will be assigned a specific weighting factor, of which the combined total equals 100 points.

The project will be awarded to the Proponent who, in the sole judgment of the Corporation, provides the best overall value. An onsite interview may be requested for those proponents shortlisted.

**Other Conditions**

Proponents should also be aware of the following conditions when submitting proposals:

- Pricing is only one of the factors being considered in determining the most suitable proposal.

- In submitting a proposal, the Proponent acknowledges the Corporation's right to accept other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the Corporation's decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the Corporation's best interest to do so.
- All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.
- All proposals are to be submitted with the understanding that the selection of a proposal shall not thereby result in the formation of a contract. Nor shall it create any obligation on the Corporation to enter further discussions.
- The Corporation reserves the right to reject any or all proposals. The Corporation also reserves the right to not proceed with the project without stating reason thereof.
- The Corporation reserves the right to conduct reference checks on the Proponents, the results of which may affect the award decision.
- The Corporation retains the option to evaluate proposals based on other criteria or considerations that may emerge as the RFP and proposal process proceeds.
- Submission of a Proposal indicates acceptance by the Proponent of all conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the formal contract between the Corporation and the Proponent.
- Proposals are subject to a formal agreement being negotiated, prepared and executed. This RFP shall form the basis of the form of agreement. The Corporation reserves the right to negotiate the terms and conditions of the agreement.
- All submissions shall become the property of the Corporation.

### **Rights of the Corporation**

- The Corporation of the Town of South Bruce Peninsula is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Corporation of any bid or by reason of any delay in the award of the contract.
- The Corporation reserves the right to accept/reject any or all responses and/or reissue the RFP in its original or revised form.
- The Corporation reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- The Corporation reserves the right to substitute components where the Corporation considers that an alternative may be more suitable.
- The Corporation reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the contract.
- The Corporation reserves the right to cancel this RFP at any time, without penalty or

cost to the Corporation. This RFP should not be considered a commitment by the Corporation to enter into any contract.

- The Corporation reserves the right to enter negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Corporation reserves the right to begin negotiations with the next selected Proponent.
- Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the Corporation and the Proponent regarding the interpretation of the provisions of the RFP, the Corporation's Director of Community Services, or Chief Administrative Officer, shall make the final determination as to interpretation.

### **General Notes to Proponent**

The Proponent is not to act on verbal instruction from the Corporation on work they consider to be extra to their contract scope. Extra work can only be authorized by the Director of Community Services and/or Chief Administrative Officer. The written form must also include that this work is an extra to the contract scope and the method by which extra costs will be tabulated.

This Proposal is made by the Proponent without any connection, knowledge, and comparison of figures or arrangement with any other person or persons submitting a Proposal for the same services and is in all respects fair and without collusion or fraud.

### **Conflict of Interest**

Each Proponent shall include a statement indicating whether the firm or any individuals working on the Project has a possible conflict of interest (e.g., employed by the Corporation) and, if so, the nature of that conflict.

The Corporation reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proponent. The Corporation's determination regarding any questions of conflict of interest shall be final.

### **Character and Employment of Workers**

The successful Proponent ensure that the services are carried out in a respectful manner.

In the event that any person employed by the successful Proponent in connection with the service arising out of this Proposal gives, in the opinion of the Corporation just cause for complaint, the successful Proponent upon notification by the Corporation in

writing shall not permit such person to continue in any future service arising out of this Proposal.

### **Termination of Contract**

Either party may terminate this agreement at any time upon giving notice in writing at least thirty (30) days prior to the date of termination without penalty or recourse. In the event of such termination, the Proponent shall be paid for services up to and including the date of termination.

### **Sub-Contractors**

The Proponent shall identify any sub-contractors who will be carrying out any part of this project in the “Detailed Work Plan”. The Proponent shall identify the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Corporation has the right to reject any of the sub-contractors so named. In this event, the Proponent shall arrange to have the work done by such other sub-contractor as may be approved by the Corporation.

### **Insurance and Indemnification**

General Liability Insurance on an occurrence basis for an amount not less than Five Million, (\$5,000,000) dollars, and shall include the Corporation of the Town of South Bruce Peninsula as an additional insured with respect to the Proponent's operations relating to its obligations under this Agreement, such policy to include but not limited to bodily injury, personal injury, property damage including loss of use thereof, contractual liability, owners' and contractor's protective, products and completed operations, non-owned automobile, contingent employers liability and contain a cross liability and severability of interest clauses.

Professional liability insurance (Errors & Omissions) in an amount not less than Two Million (\$2,000,000) per claim. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with this Agreement. Upon completion of the work the policy shall remain in force for twelve (12) months.

Automobile Liability on all vehicles owned, operated or licensed in the name of the Proponent in the amount of not less than five million (\$5,000,000) dollars on an occurrence basis.

#### Professional Liability Insurance Policy

Professional Liability insurance policy insures against third party claims that arise out of alleged or actual errors and omissions of the contractor, and includes the following coverages to the full policy limit:

Technology Errors & Omissions Liability insures against third party claims that arise out of alleged or actual errors and omissions of the contractor, and includes the following coverages to the full policy limit



- 1) Professional & Information Technology Services
- 2) Technology Product coverage
- 3) Network Security coverage
- 4) Privacy Liability coverage (notification costs, regulatory defense, credit monitoring).

If written on a claims-made form, such insurance must be kept in force for a minimum of two (2) years following the completion / termination of the Agreement.

Policy shall include:

- 1) Municipality as Additional Insured (where permitted)
- 2) Cross Liability / Severability of Interests clause
- 3) Contractual Liability
- 4) Minimum thirty (30) day's written notice of cancellation or non-renewal to the Municipality

\$5,000,000 per claim / \$10,000,000 aggregate

Cyber/Privacy Breach Liability insures against Cyber Events arising out of alleged or actual negligence of the Contractor and includes the following coverages to the full policy limit:

- 1) Privacy & Security Liability
- 2) Network Interruption and Extra Expense
- 3) Cyber Extortion
- 4) Privacy and Data Breach Expenses
- 5) Fines & Penalties Overage
- 6) Cyber Event Management

The policy shall include coverage for:

- loss, disclosure, breach and theft of data in any form
- media and content rights infringement and liability, including but not limited to software copyright infringement
- network security failure, including but not limited to: denial of service, attacks and transmission of malicious code
- regulatory fines and penalties
- cost of notifying individuals of a security / data breach
- cost of credit monitoring services
- other causally-related crisis management expenses for up to one (1) year.

The policy shall also include:

- 1) Municipality as Additional Insured (where permitted)
- 2) Cross Liability / Severability of Interests clause
- 3) Contractual Liability
- 4) Minimum thirty (30) day's written notice of cancellation or non-renewal to the Municipality

The policies must be in effect for the duration of the contracted agreement.

The successful Proponent shall indemnify and hold the Corporation harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

### **Health and Safety and WSIB**

The successful Proponent is required to conform with the Occupational Health and Safety Act as it relates to the performance of the contract. In addition, the successful Proponent will be required to supply the Corporation with a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every ninety (90) days.

### **Town is Not the Employer**

The Proponent understands that the Corporation is not the employer to any successful proponent nor to such proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this bid document. Also, in accordance with the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "contractor" as defined under this act.

### **Protection of Corporation**

The successful Proponent shall at all times well and truly save, defend, keep harmless and fully Indemnify the Corporation and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Corporation, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied or the supplying thereof, or work or services performed, or the performing thereof, pursuant to this Proposal or relating to inventions, copyrights, trademarks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

If the Town receives a claim that any product or part thereof (herein called the "product") manufactured or supplied by the Proponent infringes a Canadian patent, it shall notify the Proponent promptly in writing and give the Proponent information, assistance and exclusive authority to evaluate, defend and settle such claim. The Proponent shall then at the Proponent's own expense and option (1) settle such claim or (2) procure for the Corporation the right to use such product as is (3) replace or modify it to avoid infringement, or (4) defend against such claims.

### **Invoicing**

The normal payment terms offered are net 30 days. Payment terms shall only be modified at the sole discretion of the Corporation.

We are expecting firm pricing for the term of the contract. Price changes caused by Government Tax Legislation will be accepted, but these changes must be submitted in writing and accepted by the Corporation prior to being invoiced. No other price changes will be accepted. All prices quoted shall be in Canadian funds.

### **Standards and Legislation: Failure to Comply**

The successful Proponent may be required to provide written documentation that all material proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful Proponent must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the successful Proponent to comply with these laws, legislation, regulations and provisions shall be just cause for the Corporation at its discretion to stop performance of this contract, until such times as the successful Proponent complies with these laws, etc. Also, the Corporation may at its discretion award the contract to any other proponent or may re-issue the Proposal.

The Corporation may assess against the successful Proponent any damages whatsoever as a result of failure to comply.

### **Accessibility Regulations**

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 regarding training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

## **Compliance with Laws, Notices, Permits and Fees**

The successful Proponent shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and by-laws, relevant to this Proposal.

The successful Proponent shall obtain the necessary permits, licenses and certificates and pay the fees required for the performance of the work which are in force at the date of the Proposal closing.

The successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the work.

## **Errors and Omissions**

The Corporation shall not be held liable for any errors or omissions in any part of this RFP. While the Corporation has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Corporation nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

## **Freedom of Information**

All information obtained relative to this RFP is the property of the Corporation.

Submissions of Proposals as a result of this RFP are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Release of information contained in the Proposal may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the Proponent. This would include scientific, technical, financial or labour relations information.

All requests for information must be made in writing and submitted to Angie Cathrae, Town Clerk at [angie.cathrae@southbrucepeninsula.com](mailto:angie.cathrae@southbrucepeninsula.com).

Proponents may mark any part of their submission as confidential except the Total Contract Price and their name. A watermark or rubber stamp imprint is suitable for this purpose. The Corporation will use its best efforts not to disclose any information so marked but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

## **Default by Proponent**

If the Proponent commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Proponent makes a general

assignment for the benefit of its creditors; then, in any such case, the Corporation may, without notice, terminate the Contract.

Any termination of the Contract by the Town as aforesaid shall be without prejudice to any other rights or remedies the Town may have.

All statements made under the General Terms and Conditions of this RFP shall be read as if the "Corporation" or "Town" includes "The Corporation of the Town of South Bruce Peninsula" as may be applicable. In all instances, this RFP and the resulting contract with the successful proponent shall be inclusive of the Corporation.

### **Confidential Information of the Corporation**

All information provided by or obtained from the Town in any form in connection with this RFP from its issuance to the time of award of Agreement:

1. Is the sole property of the Town and must be treated as confidential;
2. Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement;
3. Must not be disclosed without prior written authorization from the Corporation; and
4. Shall be returned by the Proponent to the Town immediately upon the request of the Town.

### **Submission Requirements**

The submission is to be submitted in sealed envelopes clearly marked with the submission's name (Appendix D – Submission Label) and submitted to the individual noted below on or before the closing date and time. Submissions must be written in ink or type written. Erasure, overwriting or strike-outs must be initialed by the person signing on behalf of the proponent.

The cost proposal must be submitted in a separate, sealed clearly labeled envelope. Quality factor scores will be finalized based on material included in the proposal submissions. The cost proposal envelopes will only be opened and scored after the quality factor scores have been finalized. The successful proponent will be the one with the highest overall score.

### **Proponents who include their cost proposal in the technical requirements envelope will be disqualified.**

If sending your submission by courier, please put the label on the outside of the courier package. Note: Should you decide to not use the Submission Label provided, the front of your envelope must indicate ALL the information as shown below.

The Town of South Bruce Peninsula cannot be held responsible for documents submitted in envelopes that are not labeled in accordance with the above instructions.

Fax, e-mail or other electronic submissions are not acceptable.

Submissions shall not be accepted after the closing date and time. Proponents may not make modifications to their submissions after the closing date and time.

All submissions shall become the property of the Town of South Bruce Peninsula.

It is the responsibility of each proponent to submit all required documents as outlined in this RFP. Failure to provide a submission including all options set out will disqualify your submission.

**Website Redesign and Development**  
**Community Services**  
**c/o Danielle Edwards, Economic Development Officer**  
**Town of South Bruce Peninsula**  
**315 George St, PO Box 310**  
**Warton, Ontario N0H 2T0**  
**Reference: RFP-19-29**

### **Requirements of the Submission**

Each proposal shall also provide:

1. An indication of why you are interested in the project and the Proponent's understanding of the nature of the Project.
2. A description of experience in projects of this nature and at least three (3) municipal references.
3. Identification of the principal Proponent and any staff or sub-consultants that will be involved along with a description of roles and responsibilities, qualifications, and relevant experience. Curriculum vitae should be attached.
4. An outline of the Proponent's approach and strategies, how the data will be collected and evaluated, and how the options will be developed and evaluated.
5. Identification of the stages of interim reporting, final reporting methods and products.
6. Proposed timelines, details of the onsite hours, non-onsite hours and key milestone dates.
7. A discussion of issues and opportunities related to this Project and suggested ways of dealing with these.
8. Identification of resources and support required from the Corporation and its staff.
9. Anticipated format, contents and timing of meetings and reports.

### **Delivery and Closing Time for Proposals**

Proposals shall be submitted in sealed envelopes with covering pages and delivered **no later than 4:00 p.m. Friday, Sept 6th, 2019** to:

Corporation of the Town of South Bruce Peninsula  
Community Services  
Attn: Danielle Edwards  
315 George Street  
P.O. Box 310  
Warton, ON  
N0H 2T0

Proposals shall be opened officially in accordance with the Town's procurement processes. The opening will not be open to the public. The results of the RFP will be summarized and communicated to Council prior to award.

A Proponent may request that their Proposal be withdrawn only prior to the Proposal closing time. Withdrawal shall only be allowed if the Proponent makes the request in writing through a letter signed by a company officer and is delivered in hard copy or electronically to the Director of Community Services. Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal prior to the closing time.

### **Questions/Inquiries**

Inquiries regarding the RFP process, format of the response, scope or deliverables must be directed to Danielle Edwards, Economic Development Officer, by e-mail to [danielle.edwards@southbrucepeninsula.com](mailto:danielle.edwards@southbrucepeninsula.com)

Inquiries must not be directed to other municipal employees or boards, or Council members. Information obtained from any other source is not official and should not be relied on.

### **PROPOSED PROJECT TIMELINE**

<b>DATE</b>	<b>ITEM</b>
August 19, 2019	Date of RFP Issue
September 2, 2019	Deadline for Questions
September 5, @4pm	Proposal Submission deadline (closing)
September 9-13	Review Period
	Candidates notified
October 1, 2019	Staff Report to Council for funding approval.
October 7, 2019	Project commences
January 6, 2020	Project completed, draft report delivered to Senior Management Team
January 21, 2020	Final report presented to council

Although every attempt will be made to meet all dates, the Corporation reserves the right to modify any or all dates at its sole discretion.

## **Appendix A: Form of Proposal**

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RFP 19-29 for the Town of South Bruce Peninsula Website Redesign and Development.

### **Proponents must complete this form and include with the Proposal Submission.**

I/We the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the Proposal.

I/We further declare that all statements, schedules and other information provided in this Proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

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

I/We further declare that no employee of the Corporation of the Town of South Bruce Peninsula is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that if awarded the Contract, I/We will agree and adhere to the following:

- a) That submission of a proposal indicates acceptance by the Proponent of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the Corporation and the Proponent selected.
- b) That the Proponent acknowledges and agrees that the findings and finished materials provided under the terms of the Contract have been specially ordered or commissioned as work-made-for-hire for use by the Corporation and that the Corporation shall own the right, title and interest thereto.
- c) That the Proponent agrees that the Corporation has unlimited use of the materials and ideas generated by the Proponent through the course of the project.
- d) That the materials or information developed by the Proponent and/or its employees and/or agents will not be designed in such a way as to bind the Corporation to the



Proponent either directly or indirectly for the supply of future materials or services.

- e) That, upon termination of the Contract, the Proponent will deliver to the Corporation, all copies of available working papers, files, and other documentation in its possession and which are applicable to this agreement and return to the partner municipalities all files and other materials belonging together with all copies thereof, wherever located without demand or notice.
- f) That the proposal and all prices contained within are valid for ninety (90) days from the RFP closing date.

I/We further declare that the undersigned is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate all matters with the representatives, relative to this Proposal.

1.	Company Name	
2.	Proponent's Contact	
3.	Address (including Postal Code)	
4.	Office Phone #	
5.	Office Fax #	
6.	Email address	
7.	Website	
8.	HST Account #	

**PROPOSAL SUBMITTED BY:**

Proponent Signature	
Name and Position	
Date	