

MUNICIPALITY OF MISSISSIPPI MILLS



Request for Proposal

To complete a

Digital Strategy

RFP # 21-220

Closing Date: October 14, 2021

Closing Time: 12 o'clock EST

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1 Information to Bidders

1.1 Introduction

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the Municipality of Mississippi Mills to prospective proponents to submit proposals for **RFP-#21-220**, as further described in Section 2 Project Content (the “Deliverables”).

The Digital strategy will articulate the current state of the Municipality’s technology and its technology and infrastructure vision, 5 years in the future. It will connect technology initiatives to the Municipality’s existing Strategic Plan. It will contain measurable objectives and hardware, software, and other resource requirements and position the Municipality to leverage current and forecasted concepts, tools, techniques, and approaches to municipal technology. The strategic plan will also identify costs and funding strategies.

1.2 General Description

The Municipality of Mississippi Mills hereinafter referred to as the Municipality, is seeking proposals from consulting firms with the necessary expertise, hereinafter referred to as the “Bidder”, to conduct a competent and comprehensive review of the information technology currently used and develop a plan to guide and meet our needs for the next 5 years as described in Section 2 – Proposal Content.

1.3 Project Manager

The services provided will be subject to review and acceptance by the Project Manager hereby identified as the Chief Administrative Officer or his designate.

1.4 Bid Submission

Proposals shall be made in the format specified, include forms in Section 1, be responsive to the project background and rational outlined in Section 3 and include information outlined in in the format specified. Proposals shall be properly labeled with the proposal number RFP21-220 and submitted no later than the Closing Date and Time.

Proposals are to be submitted in a clearly marked and sealed envelope in person or via mail to:

ATTN: Ken T. Kelly, Chief Administrative Officer
3131 Old Perth Rd.
Almonte, ON
K0A-1A0

Proposals will be received until October 14, 2021 at noon. It is the Bidder’s responsibility to ensure that the bid submission is received by the Chief Administrative Officer prior to the submission deadline.

All proposals will be held in strict confidence until after the closing date and time.

Late proposals will not be given consideration and will be returned unopened.

The lowest, or any bid will not necessarily be accepted and the Municipality reserves the right to accept or reject any part of the accepted proposal.

1.5 Inquiries

All inquiries regarding this Request for Proposal are to be directed to the project manager Ken Kelly via email to the following address kkelly@mississippimills.ca. Inquiries must be received in writing (e-mail) no later than **October 5, 2021**. All inquiries received, and the answers as provided by the project manager will be provided to all bidders by way of written addendum and posted on the municipal website not later than **October 7, 2021**.

1.6 Selection Process

An evaluation team will review all proposals received and score the proposals using a consensus approach, in relation to the criteria and points, which are identified. An award may be made solely on the basis of the proposal submission, without a meeting with the Service Provider. However, one or more Service Providers may be invited to attend a formal interview with the evaluation team, or to provide written clarification on their proposal. This formal interview, if applicable would be scheduled within two weeks following closing.

1.7 Proposal Validity

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

1.8 Municipal Rights and Options

The Municipality, in their sole discretion, reserves the following rights:

- i. Supplement, add to, delete from or change this solicitation document;
- ii. Determine which respondent, if any, should be selected for negotiations;
- iii. Reject any or all proposals or information received pursuant to this RFP;
- iv. Cancel this RFP with or without the substitution of another RFP;
- v. Request additional data or information after the submittal date, if such data or information is considered pertinent to aid the review and selection process;
- vi. Conduct investigations with respect to the qualifications and experience of each respondent;
- vii. Not consider a respondent who has been terminated by the Municipality or has been deemed by the Municipality to have provided unsatisfactory performance on any previous or current contract, or based on previous dealings between the Municipality and the respondent;
- viii. Not consider a respondent who is currently involved in or responsible for litigation of any kind against the Municipality;
- ix. Take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interest to the municipality;
- x. Require one or more respondents to supply, clarify or provide additional information in order for the municipality to evaluate the proposals submitted;
- xi. Waive any informalities or irregularities in the submittals or to re-advertise; and
- xii. The lowest, or any bid, will not necessarily be accepted either individually or collectively.

1.9 Addenda

It may be necessary for a variety of reasons to issue an addendum. All information defined within the addendum shall form an integral part of the Proposal document. The bidder shall acknowledge in its bid submission, by inclusion of signed addenda, all addenda that were considered when the bid was prepared and therefore considered within the Proposal price.

Those changes required that are deemed by the Municipality to be for clarification purposes only, and which, in the opinion of the Municipality do not affect the price will be identified as **Clarification Only** and will not require acknowledgement by the Bidder.

An Addenda notification will be posted on the Municipal website and emailed if the Bidder has provided an appropriate email address.

Although the Municipality will make every reasonable effort to ensure a Bidder receives all addenda issues, it is the **Bidder's ultimate responsibility to ensure all addenda have been received and acknowledged as instructed or the Proposal shall be rejected.**

1.10 Expense of Submittal Preparation

The Municipality accepts no liability for the costs and expenses incurred by the respondents in responding to this RFP, preparing responses for clarification, attending site meetings/interview, or participating in contract development sessions or meetings and preparations required for the contract approval process. Each bidder that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Municipality for the costs and expenses associated with the procurement process.

1.11 Errors or Omissions

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendations are required. Minor items not herein specified but obviously required, shall be provided as specified. Any misinterpretation of requirements within this proposal bid shall not relieve the bidder of the responsibility of providing the services aforesaid.

1.12 Conflict of Interest

The bidder and the Project Manager are to discuss any perceived or potential conflict of interest prior to proposal submission to the Municipality.

2 Proposal Content

2.1 Project Context

The Municipality has developed a Strategic Plan that will guide the organization into 2023.

The Municipality does not have any IT staff and purchases IT services from the County of Lanark. There is no document or current plan for the information technology or future needs of the Municipality.

2.2 Overview

As further articulated in the Deliverables section of the RFP, the IT strategy will articulate the current state of the Town's technology and its technology and infrastructure vision, 5 years in the future. It will connect technology initiatives to the Town's existing Community Strategic Plan and Corporate Strategic Plan. It will contain measurable objectives and hardware, software, and other resource requirements and position the Town to leverage current and forecasted concepts, tools, techniques, and approaches to municipal technology. The strategic plan will also identify costs and funding strategies.

The Digital strategic plan will set the vision and direction for the Municipality and become the guiding document that shapes how the Municipality delivers technology services throughout the organization and to the community. The strategic plan will set the framework for the hardware, software, and service procurements as well as the foundation for staff development (both IT staff and across the organization). It will guide decisions to develop an internal division with Municipal IT staff, continue with Lanark County Services or outsource to another entity.

1.2 Project Requirements

The successful proponent will at a minimum provide the following deliverables for the contract:

1. Conduct a comprehensive assessment of existing information and communications technologies and provide a five-year roadmap for future direction of core corporate systems;
2. Perform an in-depth analysis and review of the current environment through an interview and engagement process with:
 - Lanark County IT staff
 - Service areas/stakeholders
 - Municipal Administration
3. Make recommendations of innovative practices and policies to effectively manage/deliver IT functions/services with a focus on:
 - (a) Staff complements and competencies
 - (b) Operational procedures and policies

(c) Identifying areas of opportunity for improvements

4. Conduct benchmarking comparisons with other organizations with similar complexities (municipalities/or comparable not for profit entities) using metrics such as:
 - IT Staff resources including roles
 - Number of supported users and sites
 - Complexity and number of applications and systems
 - Scope of responsibility (e.g. telecommunications, emergency communications, video/audio systems, electronic records management, etc.)
 - Annual capital and operating expenditures
5. Provision of a draft of a comprehensive written IT strategy and presented at a working session with the Municipality's Management Team. Final version to follow working session incorporating discussion points. Documents to be provided in both PDF and MS Word;
6. Provision of detailed management tools such as a technology portfolio and key performance indicator reporting (metrics);
7. A proposed implementation plan that can be used to create Capital Budget Plans for 2022 through 2027. The implementation plan must take into account the current method of providing IT services, staffing at the Municipality and budgetary considerations;
8. Recommendations for cost savings and efficiencies with respect to available partnerships and collaboration strategies;
9. Provision of recommendations for technology strategies relating to system and data security, disaster prevention and recovery, IT service delivery model, mobile technology and operational infrastructure and applications; and
10. Provision of methodologies for staff to be able to update the plan to address changing economic, technological and social circumstances as they occur.
11. Presentations – up to two presentations; one to the Senior Management team and one to Council. Presentations are to include a high level overview of the Digital strategic plan and what activities should be undertaken to implement the Digital strategic plan along with identifying the priority of each activity and the consequences, if any, of not executing the said activity and include a cost and funding analysis for each activity and the Digital strategic plan as a whole;

2.3 Complete Submission Package

Proposals must contain the following information:

- i. The Proponent's name, address, telephone, email, and fax number for all communication;
- ii. A general description of the bidder's qualifications to include but not limited to: experience of bidder and team members, including all sub-consultants if proposed;
- iii. The names and title and bios of all team members;
- iv. Project experience: provide an overview of previous related experience with client references, project description;
- v. Description of how the bidder proposes to address all mandatory requirements;
- vi. Description of how the bidder proposes to address non-mandatory requirements if desired;
- vii. A detailed implementation plan for the proposal that includes: scope of work, involvement with municipal staff, timeline for project completion, and training schedule;
- viii. Four References;
- ix. Completed required bid forms (Section 4)
- x. Detailed financial proposal – 2 copies shall be provided
- xi. The bidders shall provide two (2) copies of their proposals.

2.4 Financial Proposal

In a separate sealed envelope, clearly identified as "Financial Proposal", and using Form 2 in Section 4, the bidder shall provide a total upset limit price, to include all consulting fees, disbursements and taxes, to complete this project in accordance with the website requirements. The financial proposal is to be broken down by category with expected timing identified in order to allow for budgetary control.

The bidders shall provide two (2) copies of their financial proposal.

2.5 References

The bidder's response must consist of a minimum of four references, all of which must be from the Ontario municipal sector. Each reference should include the identity of the client organization, a contact name, address and phone number, and a brief description of the work that the bidder or team member have done. The Municipality may contact any or all of the references provided in its evaluation of the proponent's proposal.

3 Evaluations Methodology

Review and Shortlisting of Proposal

Proposals will be reviewed in detail and scored by the Municipal review team on a consensus basis. During the proposal review, the review team reserves the right to clarify any issues during the entire evaluation process. The review team intends to recommend the appointment of the proponent on the basis of most qualified personnel and "best overall value" to the Municipality.

The contents of the proposal should address the evaluation criteria outlined below and will be scored in relation to the points that are stipulated.

Experience and Qualifications of Firm	20 points
Demonstrated Understanding of the Objectives¹	10 points
Quality of Approach and Services (Mandatory Requirements)	25 points
Proposed Work Plan	15 points
Financial Proposal	30 points
Total	100 points

¹ Note: Responses that incorporate excessive blocks of text that have been copied directly from the RFP will not be regarded as demonstrating an understanding of the requirement.

4 Project Timing and Responsibilities

The Municipality has established the following timelines for the project:

Item	Projected Date
Request for Proposals Issued	Sept 16, 2021
Deadlines for Questions/clarification	October 5, 2021
Response to questions	October 7, 2021
RFPs due to the Municipality	October 14, 2021
Selection of Successful firm	Within two weeks of close
Project Begins	November 16, 2021
Project Ends	Prior to March 30, 2022

4.1 Responsibilities of the Municipality

The Municipality of Mississippi Mills will provide the following:

- i. Access to information within the municipalities control that will assist the successful bidder in completing the project
- ii. Coordination of meetings with staff members and the project team as required and all meeting expenses (minus travel)
- iii. Distribution and collection of materials to/from staff and the project team
- iv. General direction to the bidder and review information prepared by the bidder and provide comment in a timely manner
- v. Authorize payment of invoice to bidder

4.2 Responsibilities of the Successful Bidder

The successful firm will provide the following:

- i. A mutually acceptable agreement outlining the terms, conditions, scope of the work to be provided (upon selection);
- ii. All professional services related to the execution of this project
- iii. All travel expenses and disbursements for this project
- iv. Attendance at meeting with the Project team and municipal staff.

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendations are required. Minor items not herein specified but obviously required, shall be provided and specified. Any misinterpretation of requirements within this proposal shall not relieve the bidder of the responsibility of providing the services aforesaid.

5 Bid Forms

5.1 Form 1 – Proposal Form

Request for Proposal for Digital Strategy

RFP #21-220

Closing Date: **October 14, 2021**

12 o'clock (Noon) EST

To receive consideration, all submissions must be date and time-stamped in the Clerk's Office, prior to the above-noted closing time. Please submit your response in accordance with this RFP, clearly labelled as follows:

PROPOSAL FOR Digital Strategy – DO NOT OPEN

CAO, The Corporation of the Municipality of Mississippi Mills,
3131 Old Perth Road
Almonte Ontario K0A1A0

This proposal is submitted by:

Full Legal Name of Firm _____

Name of Contact _____

Address _____

Municipality _____

Province _____ Postal Code _____

Email Address _____

Telephone _____ Fax _____

By my signature hereunder, it shall be understood that I have read, understood and agree to abide by the instructions, terms, conditions and specifications contained in this Request for Proposal document, including Addendum # _____ to Addendum # _____ to RFP # 21-220.

To the Mayor and Council of the Corporation of the Municipality of Mississippi Mills

I _____

(Declarant’s Name)

of the _____ of the _____

(Municipality)

of the _____ of the _____

(Region/County)

make the following declaration on behalf of

(Firm Name)

(hereinafter referred to as the “proponent”) and I have authority to make this declaration on behalf of and to bind the proponent to its contents. I declare:

That no person, firm or corporation other than the one that is submitting this proposal has any interest in this proposal or in the contract offered thereby.

That I have adequate and sufficient authority to bind the person, firm or corporation that is submitting this proposal.

That this proposal is made without any connection, knowledge, comparison of figures or arrangement 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.

That no member of the Municipal Council, or any officer of The Corporation of the Municipality of Mississippi Mills (the “Municipality”) is, or will become interested directly or indirectly as a contracting party of otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived there from.

That the matters stated in the said proposal are in all respects true.

And agree that this proposal is to continue open for acceptance until a formal agreement is executed by the successful proponent or for sixty (60) business days following the proposal closing date, whichever occurs first and that the Municipality may, at any time within that period, without notice, accept this proposal whether any other proposal has been previously accepted or not.

Authorized Signature

Name (Please Print)

Title

(Failure to sign here may result in rejection of this submission.)

5.2 Form 2 – Financial Proposal Form

Financial Proposal and Contractual Acknowledgement

Basis of Payment:

The Service Provider offers to provide the services detailed herein under Project Information and General Terms of Reference, and as further detailed in the Service Provider's proposal, to the acceptance of the stated Contract Authority for the following Total Upset Limit Price.

Professional Fees:

\$ _____

Disbursements (including travel):

\$ _____

HST (13%)

\$ _____

Total Upset Limit Price:

\$ _____

The Service Provider shall provide a detailed price breakdown by major tasks within the Proposal. The breakdown shall include the specific activities planned, the timing and associated level of effort by individual or classification, and the associated hourly or per diem rates for which the Service Provider will seek payment.

Service Providers should note the following when preparing their financial proposal:

Consulting Fees:

Consulting fees are to include the cost of sub-consultants.

Disbursements:

All reasonable and proper expenses incurred by the Consultant shall be reimbursed under this item without any allowance thereon for overhead and or profit. The following costs shall not be reimbursed:

Communication expenses including facsimile, local phone and cellular charges

Standard computer costs

Method of Payment:

Monthly payments shall be made based on time expended following receipt and acceptance of an invoice by the Project Manager. The invoice should include a breakdown by hours worked by individual team members on each major task and progress to the date on invoice. Additional back-up documentation shall also be provided where sub-contracted works form part of the overall work program.

Contractual Acknowledgement

The Consultant hereby agrees to be legally bound by the provisions of the resulting Agreement, including, but not limited to, the General Conditions (Appendix 6). The Consultant further acknowledges and agrees that the final terms of the resulting Professional Services Agreement with the Corporation shall be concluded and become legally binding on both parties upon receipt and acceptance by the Consultant of a Purchase Order issued by the Corporation. The Consultant further agrees that acceptance of the Purchase Order will be deemed to take place five (5) business days after receipt of a Purchase Order, unless the Consultant provides the Corporation with a written objection to, or refusal of, the Purchase Order within the said five (5) business day period.

SIGNED this _____ day of _____ in the year _____.

_____ I have the authority to bind the Corporation
(Consultant)

Company Name _____

Company Address _____

Phone # _____

6 Appendices General Conditions – Consulting Services

1. RETAINER AND STATUS OF CONSULTANT

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

2. SERVICES

The Services to be provided by the Consultant and by the Corporation are set forth in the Terms of Reference and the Proposal, as amended by the Agreement that shall be entered into at time of awarding of the contract and such Services as changed, altered or added to, under the provisions of this Agreement are hereinafter called the "Services". All Services shall be performed by staff of the Consultant and the Consultant shall not engage others to perform specialized services unless prior approval, in writing, is obtained from the Corporation.

3. COMPENSATION

The Corporation shall pay the Consultant in accordance with the provisions set forth in this Agreement.

4. STAFF AND METHODS

The Consultant shall perform the services to a professional standard in accordance with current best practices and shall skillfully and competently perform the Services and shall employ only skilled and competent staff thereon who shall be under the supervision of a senior member of the Consultant's staff.

5. RECORDS AND AUDIT

(1) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to its staff in the performance of the Services.

(2) The Corporation may inspect and audit the books, payrolls, accounts and records of the Consultant at any time, during the Consultant's normal business hours, with respect to any item for which the Consultant is seeking compensation from the Corporation.

(3) The Consultant, when requested by the Corporation, shall provide copies of receipts with respect to any disbursement for which the Consultant claims compensation from the Corporation.

6. CHANGES AND ADDITIONAL SERVICES

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

7. SUSPENSION OR TERMINATION

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

Upon written notice of suspension or termination, or upon a written demand by the Corporation at any time during the term of this Agreement, the Corporation shall be given and have the right to take possession of and use any completed or partially completed drawings, documents, software, equipment and other information prepared or to be supplied by the Consultant.

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

8. INDEMNIFICATION

The Consultant shall indemnify and save harmless the Corporation from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Corporation, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Consultant, its employees, officers or agents in the performance of this Agreement, subject to the following:

a. CORPORATION PROVIDED INFORMATION:

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

b. WORK PRODUCT LIMIT:

The Corporation further acknowledges and agrees that the Consultant cannot warrant the fitness of any records, documents or work product that are (i) incomplete due to early termination or suspension of this agreement; or (ii) altered, revised, amended, or modified without the consent or knowledge of the Consultant.

9. FORCE MAJEURE

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

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

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

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

10. INSURANCE

(1) Without restricting the generality of the Indemnification provisions, the Consultant shall, during the term of this Agreement, provide, maintain and pay for:

- (a) Commercial General Liability insurance Issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions from the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property & operations; non-owned automobile, broad form property damage; owners and contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of insurance clause.

Such insurance shall add the Corporation of the Municipality of Mississippi Mills as Additional Insured with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation. The successful bidders shall indemnify and hold the Corporation of the Municipality of Mississippi Mills harmless from and against any liability, loss, claims,

demands, costs and expenses, including reasonable legal fees, occasionally wholly or in part by any negligence or acts of omissions whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

- (b) Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss; and
- (c) Professional Liability (errors and omissions) insurance coverage shall be obtained for the limit of not less than \$1,000,000. If such insurance is issued on a claims made basis, coverage shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services under this Agreement.

(2) The Consultant shall provide the Corporation with proof, satisfactory to the Corporation Insurance Administrator, of the insurance required under this Section.

(3) If the Corporation requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Corporation's expense.

(4) All above policies shall contain an endorsement to provide the Corporation of The Municipality of Mississippi Mills with thirty (30) days prior written notice of cancellation or of a material change that would diminish coverage."

11. CONFLICT OF INTEREST

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall undertake any work, or have an interest either directly or indirectly in any work arises from the Services. The Consultant is required to disclose to the Corporation, prior to accepting this assignment, any potential conflict of interest. If a conflict of interest exists, the Corporation may, in its discretion, withhold this assignment from the Consultant until the matter is resolved to the satisfaction of the Corporation. If, during the term of this Agreement the Consultant is retained by another client and that assignment gives rise to a potential conflict of interest, the Consultant shall so inform the Corporation and if a conflict of interest is deemed to exist by the Corporation, the Consultant shall either refuse the new assignment or take such steps to remove the conflict of interest as are deemed necessary by the Corporation.

12. ASSIGNMENT

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

13. PREVIOUS AGREEMENTS

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

14. APPROVAL BY OTHER AUTHORITIES

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

15. INSPECTION

The Corporation, or persons authorized by the Corporation, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

16. PUBLICATION

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

17. CONFIDENTIAL INFORMATION

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

18. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Corporation is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990,c.M.56, as amended (“MFIPPA”) with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Corporation in response to this Request for Proposal may be available to the public unless the party submitting the information requests that it be treated as confidential. All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding the Consultant’s request to keep the information confidential.

19. DRAWINGS AND DOCUMENTS

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Drawings and documents, including all drawings and documents delivered in an electronic, digital or other than paper format, prepared by the Consultant for the Corporation shall be the property of the Corporation free of all claims by the Consultant of any nature and kind whatsoever. The Consultant shall be entitled to retain a copy of all drawings and documents for record keeping purposes only and at its own expense.

20. PATENTS

(1) The Consultant shall make a prompt written disclosure of any patentable invention, improvement or discovery conceived or first actually reduced to practice in the performance of the Services and shall submit separately, or as part of the final report on the Project, a complete list of all such inventions, improvements and discoveries, including those previously disclosed.

(2) Subject to the provisions of this Section, any patentable rights or other rights in any invention, improvement or discovery conceived or actually reduced to practice in the performance of the Project, shall be the property of the Consultant.

(3) The Consultant, upon request in writing, shall grant to the Corporation, for itself, the Province or any other Corporation in Ontario, pursuant to any statute of the Province, an irrevocable, nonexclusive, royalty-free license to practice any invention, improvement or discovery conceived or actually reduced to practice, in the performance of the Services, in the manufacture, use and disposition, according to law, of any article or material, and in the use of any method, but such license shall not include the right to sub-license.

21. LOCATION OF CONSULTANT'S OFFICE

For the purposes of this Agreement, all Services performed by the Consultant shall be deemed to be performed in the office of the Consultant, with the exception of Project Meetings (Project Coordination etc.) which will be located in the Corporation of the Municipality of Mississippi Mills unless written approval of an alternate location is obtained from the Corporation. All fees and disbursements shall be calculated and invoiced according to the applicable deemed location of the Consultant's office.

22. TIME

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

(2) The Consultant shall perform all the Services required under this Agreement by the date or dates stated in the Purchase Order, or as otherwise approved, in writing, by the Corporation. Requests for extensions of the completion date shall be submitted, in writing, by the Consultant no later than twenty (20) days prior to the completion date.

(3) The Corporation shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith within a reasonable time so as not to delay the work of the Consultant.

23. PAYMENT OF FEES

(1) The Consultant shall submit an invoice to the Corporation for all Services completed in the immediately preceding month. Interest at an annual rate equivalent to the Bank Rate established by the Bank of Canada for Short Term advances to chartered banks will be paid on the total outstanding unpaid balance commencing thirty (30) days after the Corporation has received and approved the Consultant's invoice.

(2) Where the Consultant is to be paid on a time basis for any part of the Project, no part of such fee shall be based upon any hours of work that have not been recorded as required by the provisions of this Agreement or upon any salary other than the salary applicable to the particular type of work performed as approved by the Corporation.

24. INTERIM EXPENDITURE REPORTS AND PAYMENT RESTRICTION

(1) The Consultant shall notify the Corporation, in writing, when fifty percent (50%) of the total funds allocated for the Services have been expended, and again when seventy-five percent (75%) of the funds have been expended.

The Consultant shall submit with each of these notices, a detailed report of the Services completed at the interim expenditure dates.

(2) The Consultant's total fees and disbursements for the performance of all the Services required under the terms of this Agreement shall not exceed the total amount stated in the Purchase Order.

(3) The total amount specified in the Purchase Order, as well as all applicable taxes payable, shall represent the total amount payable to the Consultant with respect to the provision or supply of any Services or intangible property by the Consultant to the Corporation, or in connection with the provision, supply, transfer or sale of any goods, material or tangible property by the Consultant to the Corporation pursuant to this Agreement. Any changes in taxes payable during the Term of Services may, in the discretion of the Corporation, either increase or decrease the total amount payable to the Consultant under the terms of this Agreement.

25. OCCUPATIONAL HEALTH AND SAFETY

The Consultant shall ensure that all Services are provided in a manner that complies with the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended, and the regulations made thereunder.

26. ACCESSIBLE CUSTOMER SERVICES

Pursuant to Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the “Regulation”) made under the Accessibility for Ontarians with Disabilities Act, 2005 (the “Act”), the Consultant shall ensure that all of their employees, agents, volunteers or others for whom they are responsible, receive training about the provision of goods and services provided to people with disabilities.

The Consultant shall submit, within ten (1) days of notification of award and with their signed Agreement, the completed Attachment 1 – Representation, Warranty and Acknowledgement of Accessible Customer Service Training, provided their representation, warranty and acknowledgement that their employees, agents and volunteers or others, will have completed Accessible Customer Service Training.

If the Consultant does not provide the completed Attachment 1 as requested herein, the Agreement will be terminated and will be awarded to the next qualified Proponent.

27. REPLACEMENT OF PERSONNEL AND/OR SUB-CONSULTANTS

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

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

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

28. SUCCESSORS AND ASSIGNS

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

29. FRAUD OR BRIBERY

Should the Consultant or any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Corporation, or to commit fraud against the Corporation, the Corporation shall be at liberty to declare the proposal void forthwith, or to take the whole or any part of the contract out of the hands of the Consultant and to invoke the provisions of termination.

30. AWARD

Any award resulting from this Request for Proposal will be in accordance with the Corporation Purchasing By-Law and may be subject to Corporation Council approval.

31. SEVERABILITY

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