

CORPORATION OF THE

# **TOWNSHIP OF BLACK RIVER – MATHESON**

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# **REQUEST FOR PROPOSAL**

# **RFP 2022-05**

# **Information Technology Services**

Issue Date: September 8, 2022

Closing Date: October 21, 2022 (12:00 Noon)

Contact:

Chris Wray, AMCT Chief Administrative Officer Township of Black River-Matheson 429 Park Lane Matheson, ON P0K 1N0

> Telephone 705-273-2313 Ext. 321 Email <u>cwray@twpbrm.ca</u>

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# 1.0 General

#### 1.1 Introduction

The Township of Black River-Matheson (the "Township") is seeking the services of a Managed Information Technology Services Provider to provide specialized IT support services for the Township's Information Technology networked infrastructure including remote system monitoring and maintenance, proactive network management, system security planning and support, and service desk management including issue escalation and service desk backup services.

This document outlines the requirements of the Township for the services to be provided by the Proponent, herein referred to as the Proponent or Vendor.

# 1.2 Background

Resulting from a formal amalgamation in 1971, the Township of Black River-Matheson consists of five (5) main hamlets: Shillington, Matheson, Ramore, Holtyre and Val Gagne. Matheson is the largest hamlet and lies approximately 56 kilometers northwest of Kirkland Lake, 65 kilometers east of the Timmins Township core and 320 kilometers north of North Bay. Matheson, the administrative center of the Township of Black River-Matheson, is centrally located at the junction of Trans-Canada Highway #11 and Highway #101, and almost equidistant from the cities of Timmins, Kirkland Lake, the Town of Cochrane and the Quebec border near the Township of Rouyn-Noranda, Quebec.

The main Township Office, Public Works Office and Community Centre is in the hamlet of Matheson. The locations are connected for the purposes of technology and VoIP through one point of presence which is then distributed through a WAN and a series of towers.

# 1.3 Security Of Data

The Province of Ontario has strict guidelines around privacy and data security. Specifically, the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The purpose of MFIPPA to promote public sector transparency and to protect personal privacy. To comply with MFIPPA, public sector organizations must prevent the unauthorized collection, use and disclosure of personal information<sup>1</sup>. Proponents must be cognizant of Canadian and Ontario privacy laws and work closely with the Township to maintain strict compliance with these laws.

# 1.4 Cyber-Security

Cyber security is how individuals and organizations work collaboratively to reduce the risk of a cyberattack. The core function of cyber security is to protect devices and technology the Township uses (smartphones, laptops, tablets, computers, complex IT systems, etc.), and the services the Township accesses online from theft or damage. It is also about preventing unauthorized access to the vast amounts of personal information and data that Township stores on these devices, and online. Cyber security is important because the technology the Township uses daily is critical for how individuals, families, governments, and businesses interact with us. It is vital that both council members and municipal staff take appropriate steps that can prevent cyber criminals accessing accounts, data, and devices. With cyber criminals becoming savvier with their methods, it is not a matter of if the Township will experience a cyberattack, it is a matter of when. Cyber-attacks have been on the increase with opportunities for insurance decreasing while annual premiums are on the increase. Municipal governments in Ontario have experienced data breaches resulting from cyberattacks. Cyber criminals do not distinguish their targets and no municipality is immune from a potential attack. Small, rural, and northern municipalities face the same cyber security threats as our larger urban counterparts but with fewer resources to confidently address a potential attack. Smaller municipalities are targeted as low hanging fruit because they are often underfunded, underprepared, and do not have the expertise internally to implement effective cyber security measures. Residents rely upon accessing municipal programs and services daily, as such municipalities are more willing to pay ransom to regain access to data to maintain local operations and service delivery. It is vital that the Township protects its technology systems and data.

# **1.5 Terms And Conditions**

The terms and conditions applicable to this Request for Proposal are contained within this document. Submission of a proposal in response to this RFP indicates acceptance of all terms and conditions contained herein or in any addenda issued by the Township.

# 1.6 Evaluation

Proposals will be evaluated by the Township based on the criteria identified herein. The intent of the Township is to enter into a contract with the proponent whose proposal represents the best value to the Township based on the Township's evaluation of the proposals received.

#### **1.8 Alternative Solutions**

If alternative solutions are offered, the information should be submitted in the same format as a standard proposed response but should be clearly marked as an "Alternative Proposal". If a proponent submits more than one proposal, each must be separately and uniquely identified.

# 1.9 Changes to Proposals

By written notice submitted prior to closing a proponent may amend or withdraw its proposal.Upon closing all proposals become irrevocable and may not be amended or withdrawn priorto the deadline for acceptance except where the proponent and the Township have mutually agreed to a change for the purpose of entering into a contract.

#### **1.10 Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing and submitting their proposals. The Township will not be liable for any claims for costs or damages incurred by a proponent in preparing a proposal, loss of anticipated profit in connection with a final Contract or any other matter whatsoever.

#### 1.11 Currency and Taxes

Prices must be quoted in Canadian dollars and exclusive of taxes which shall be shown separately on the Proposal Form.

#### 1.12 Sub-Contractors

The successful respondents shall not assign or sublet any portion of the work under any circumstances.

#### 1.13 Conflict of Interest

Contracting or sub-contracting with any firm or individual whose corporate or other interests could, in the Township's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.

#### 1.14 Acceptance of Proposals

This RFP should not be construed as an agreement to purchase goods or services nor as aninvitation to perform any service for the Township except as specifically outlined herein. Proposals shall remain open for acceptance by the Township for at least 60 days after the closing date. Proposals must state the latest date for acceptance at the time of submission.

The Township is not bound to accept the lowest price or any proposal. Proposals will be evaluated based on stated criteria and the Township is under no obligation to request clarification or further information, whether written or oral, from any proponent prior to completion of the evaluation process.

The Township reserves the right to reject all proposals for any reason or to accept any proposal in whole or in part which the Township, in its sole unrestricted discretion, deems to represent the best value for the Township. Proponents acknowledge the Township's rights under this clause and absolutely waive any right of action against the Township for failure to accept their proposals whether the right of such action arises because of negligence, bad faith or for any other reason.

The Township reserves the right to enter negotiations with one or more proponents with respect to the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any proposals received.

Formal acceptance of any proposal and the subsequent confirmation of contract award should not be construed as authority for the proponent to proceed with the services as this will be dependent on the execution of a contract and the fulfillment of any conditions precedent imposed by any authority having jurisdiction over the work or services to be performed.

#### 1.15 Cancellation of RFP

The Township reserves the right to cancel this Request for Proposal at any time and for any reason and will not be responsible for any direct or indirect loss, damage, cost or expense incurred or suffered by any proponent as a result of such cancellation. The acceptance of any Proposal and the subsequent execution of a contract will be subject to funding and approval by the Council of the Township of Black River-Matheson.

#### 1.16 Execution of Contract

After acceptance by the Township, the successful Proponent is required to

provide a draft contract that shall be subject to revisions. A contract will be executed when all preconditions have been met. No proponent will acquire any legal or equitable rights or privileges with respect to this project until a contract has been entered into with the Township.

The proposed contract shall include clauses that address the following:

- a) The proponent will provide all labour, equipment, supervision, and services necessary to perform the Services in accordance with this Agreement. Any deviation from the requirements set out in this document must be fully disclosed in the proposal.
- b) The Contractor represents and warrants to the Township that the Contractor and the personnel have the education, training, skill, experience and resources necessary to perform the services in accordance with this agreement and the Contractor acknowledges and agrees that the Township has entered into this agreement relying on the representations and warranties in this section.
- c) The Contractor will give all the notices and obtain all the licenses and permits required to perform the work and provide written confirmation that the Contractor (and Sub-contractor's) personnel are fully certified to perform the work. The Contractor will comply with all laws, regulations and requirements of authorities having jurisdiction applicable to the work or performance of the contract.
- d) Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in affect in the Province of Ontario.
- e) All personnel assigned to provide any of the services under the contract must obtain and submit a criminal record check at the cost of the Contractor prior to being provided access to Township systems. All personnel performing services under this contract must sign a confidentiality agreement with the Township.

#### 1.17 Liability for Errors

The information contained within this RFP is not guaranteed or warranted to be accurate bythe Township, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from conducting their own research and forming their own opinions and conclusions with respect to the matters addressed in this RFP.

#### 1.18 Indemnification, Hold Harmless and Insurance Requirements

In addition to other standard contractual terms, the Township will require the selected vendor to comply with indemnification, hold harmless and insurance requirements as outlined below.

The selected proponent shall indemnify and hold harmless the Township (including any of its bodies, agencies, councils and associations and their servants, agents, officers, directors, elected officials, successors, assigns, employees and personal representatives and each of them) from and against any loss resulting from negligence, claim, demand, damages, liability, and costs and permitted assigns. This provision shall survive termination of any agreement resulting from this RFP.

The successful vendor shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the vendor. Insurance shall meet or exceed the following unless otherwise approved by the Township.

- a) Worker's Compensation coverage as required by the Province of Ontario.
- b) Comprehensive or Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- c) Professional Liability Errors and Omissions: \$2,000,000
- d) Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.

# 1.19 Equal Opportunity

The Township is an equal opportunity employer and requires all respondents to comply with policies and regulations concerning equal opportunity. The respondent, in the performance of this contract, agrees not to discriminate in its employment due to an employee's or applicant's race, religion, national origin, ancestry, gender, sexual preference, age, physical handicap or any other characteristic protected by law.

#### 1.20 Accessibility

The Township is committed to and working toward ensuring municipal services are accessible to all. We strive to meet or exceed the standards set by the Accessibility for Ontarians with Disabilities Act ("AODA") which are rules established by the Province to help businesses and organizations identify, remove and prevent barriers to accessibility. The AODA requires accessibility of goods, services, facilities, accommodations, employment as well as information and communication.

#### 1.21 Modification of Terms

The Township reserves the right, at its sole discretion, to modify the terms of this RFP at any time prior to the closing time. Such modifications will be communicated to all proponents through a formal addendum process conducted by email.

#### **1.22** Freedom of Information

Proposals are subject to the provisions of the Municipal *Freedom of Information and Protection of Privacy Act* which provides that all information contained therein, with some exceptions, is subject to access by the public. Information that is confidential or proprietary in nature should be clearly noted as such. The Township cannot guarantee that any information contained within a proposal will remain confidential if a request for access is made.

#### 1.23 Use of Document

This document, nor any portion thereof, may not be used for any purpose other than the submission of proposals.

#### 1.24 Confidentiality of Information

Information pertaining to the Township obtained by the Proponent because of participation in this RFP process, other than information that is generally available as part of the public record, is to be treated as confidential and must not be disclosed without prior written authorization from the Township.

#### 1.25 Addenda

Addenda to this RFP may be issued prior to closing in response to queries received or at the initiative of the Township. Addenda will be in email form and published in the same manner as this RFP. Information contained within RFP addenda is considered an integral part of the RFP. Proponents are responsible to ensure that they have considered all addenda and will acknowledge receipt of all addenda on the proposal form.

# Verbal communications will not be binding unless confirmed by written addenda.

#### 1.26 Disclaimer

Each proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of the work being requested. The Township makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and proponents are solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit their proposals. The Township will not be responsible for any loss,damage or expense incurred by a proponent because of any inaccuracy or lack of completeness associated with this RFP, or because of any misunderstanding or misinterpretation of the terms of this RFP on the part of any proponent.

#### 2.0 Specifications And Scope of Work

#### 2.1 **Proposal Specifications**

Proponents should structure their proposals to provide, at minimum, the necessary information as outlined in this RFP and the following information. Due to the geographical location of the Township and its facilities, the Proponent is reminded to carefully consider all operational and logistical constraints required to perform the proposed services.

#### 2.2 Company Overview

The proposal shall provide a general overview of the company, its structure, size, and capability to perform the work required. This section should specifically

highlight recent and relevant experience that demonstrates the company's suitability to undertake the scope of work. A minimum of three references relating to relevant project experience shall be provided, including contact names and details.

# 2.3 Project Team and Experience

The proposal shall clearly identify the proposed team members that will perform the work. This section should detail organization and team structure and demonstrate how the team members identified have the requisite experience to perform the work. Include information as to how 24x7 monitoring and triaged support is addressed, and how gaps in personnel availability will be covered to provide uninterrupted service at the required minimum service levels (i.e., coverage for vacations, illness, staffing changes, etc.).

# 2.4 Proposal Content and Innovation

The Proponent is encouraged to address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent should also include innovative, alternative, or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, project acceptance, reduced risk, and improved management or administrative efficiencies.

# 2.5 Scope of Work

This section summarizes the services to be provided to the Township in this RFP. The Township is looking for a maintenance and support program to be designed under two major categories. These categories are PREVENTIVE MAINTENANCE and AS NEEDED MAINTENANCE, to accommodate departmental computer system activities and user equipment performance. The Township expects all proposal to define, in detail, the approach to be used in the above categories. Distinction of time and material costs for these efforts are important to billing the Township and future budget considerations.

#### 2.6 General

The scope of work is to include:

- a) An initial Assessment that includes a review of the inventory, update network diagram, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted with each proposal and each August 1 if the contract is in force. This is to allow for necessary budget planning for the upcoming year.
- b) The provision of the following Network Services:
  - i. Network asset inventory management.
  - ii. Network software management;
  - iii. Network antivirus and malware management;

- iv. Network patch and service pack management;
- v. Network IT security, Firmware updates and policy management;
- vi. Local area network (LAN) and wide area network (WAN) maintenance and support, including Wi-Fi and Point-to-Point Wireless;
- vii. 24-hour, seven days a week network monitoring services;
- viii. Licensing and Asset management (Office 365)
- ix. Onsite and Offsite back-up services (within Canada); and
- x. Installs/Moves/Additions/Changes and removal to equipment (IMAC)
- c) The provision of the following other IT Services:
  - i. Equipment, accessories, server, and software installation, configuration and setup;
  - ii. Equipment service and support;
  - Server service and support (monitor disk usage, firmware updates, deletion of temporary files, check disk, defragment, software updates;
  - iv. Internet service support is provided by Vianet, but the successful respondent will interface (communicate and work together) on the Town's behalf.
  - v. Video security maintenance and support;
  - vi. Door entry system software management and support;
  - vii. Digital Sign software and wireless support;
  - viii. Technical support to staff; and
  - ix. Assist in development of software/hardware policies and procedures. Gather, store and provide as needed, all licensing information for all software installed on all Town's desktops and laptops.
- d) The provision of IT management and planning services.
- e) The provision of non-emergency IT service and support during business hours, Monday to Friday 7:30 a.m. to 4:30 p.m., with an average time to respond of four (4) hours and a maximum time to respond of twenty-four (24) hours.
- f) The provision of emergency IT service and support after hours with an average time to respond of four (4) hours (i.e., IT issues related to critical municipal infrastructure).

# 2.7 Desktop Application Support

Desktop Application Support is to include performance of basic support functions, including the installation of PC's, laptops, mobile devices, printers, peripherals, and

office software; diagnosis and correction of desktop application problems, configuring of PC's, laptops and mobile devices for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to Township personnel upon request; and implementation of HELP Desk procedures under policy constraints of the successful vendor.

#### 2.8 Server and Workstation Administrative Services

Server and Workstation Administrative Services is to include Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.

Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all HELP Desk tickets for on-site visits, remote support and telephone support is available; development of operations and quality assurance forbackup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc. is maintained; management of user logins and password security is documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.

#### 2.9 Network Administration Services

Network Administration Services is to include maintenance and support of network equipment, including switches, firewalls, routers, and other security devices is included. Installation and maintenance of printers, scanners, network devices et al; analysis, routine configuration changes, and installation of patches and upgrades; minor **dbg** if needed; alert notifications in case of failure of equipment. Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity, management services; continuous troubleshooting are required.

Maintenance of network documentation for daily, weekly, and monthly services is required.

# 2.10 Email, Security and Backup Efforts

Email, Security and Backup Efforts is to include Maintenance of Township email accounts using the Township domain, adding, changing, and/or deleting Township employee accounts as requested; maintenance of virus detection programs on the Township servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the Township designated person are required.

Configuration of the Township systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the Township designee is required. Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore sems and data if servers and/or computers go down, are required.

#### 2.11 Planning

Planning is to include engineering, planning, and design services for major system enhancements and/or upgrades to existing systems, recommendations for future purchasing and technology needs, when requestedor necessary.

Installation of new equipment, software, and transfer existing data when acquired, will be needed.

# 2.12 Delivery of Services

Services must be provided by the best method to ensure 24x7 monitoring, maintenance, and remediation of issues within the Township's technical environment. This includes a provision to provide technical remediation services outside of normal facility hours, with an option for on- site service if required.

Desktop/laptop update service must follow an update schedule performed during non-peak times so as not negatively impact the end user's work schedule.

#### 2.13 Response Times

At a minimum, submissions must clearly state proposed service levels including:

- a) Regular operating hours technician response times
- b) Off hours / emergency technician response times
- c) On-site emergency technician response time, when necessary.

#### 2.14 Methodology

Submissions must include a detailed work plan and methodology clearly describing all tasks proposed to fulfill the service objectives. The Proponent should identify any special issues or foreseen problems and how the recommended approach to problem resolution. The Proponent may describe any specialized method or technology to ensure quick, efficient, and professional execution of the services.

#### 2.15 Qualifications

Proposals must include a detailed curriculum vitae for all personnel proposed to deliver the services under the contract resulting from this RFP, including all relevant experience, certifications, and training.

#### 2.16 Reports

The vendor shall submit service reports quarterly, summarizing service and IT policy issues. The Vendor must be available to meet with the Township or a designated staff member to review periodically scheduled reports and discuss issues.

#### 2.17 Not Included

The contract to be awarded does not obligate the Township to purchase computer equipment, hardwaredevices, cabling, licenses, software et al from the successful vendor.

# 3.0 Submission Requirements

The Corporation of the Township of Black River-Matheson discourages overly lengthy and costly proposals. However, for the Municipality to evaluate the proposals fairly and completely, respondents should provide all the information requested.

The Township is requesting that the proposal submitted address the subjects outlined herein. The Township is looking for content, organized effort, and solution-oriented procedures. The goal is a secure, smooth operating, efficient process, and effective information technology system.

# 3.1 Basic Requirements

Submissions should include, but not be limited to, the following information

- ✓ Contact information, including the business or individual's full name, complete address, telephone number, fax number, contact person's full name and email address;
- ✓ A brief description of your firm its clients, its history, its projects, its staff;
- ✓ An outline of the services to be provided (Work Plan);
- ✓ An outline of experience in similar projects;
- ✓ References;
- ✓ Any other supporting information you may wish to include with your submission
- ✓ Submit 1 copy of the completed document, to the identified email address.
- ✓ Location of the office that will serve the Township

Failure to complete and include information as required may result in your submission not being considered. A point-by-point response is requested. Respondents shall address each required item as indicated above.

#### 3.2 Cost of Services

The Township is requesting that the vendor submit a fixed fee service contract for ongoing maintenance items along with an hourly rate for troubleshooting, desktop maintenance and other projects for a twenty-four (24) month period, with an option to renew for three successive twelve (12) month periods. Each twelve (12) month period must be shown separately. Payment schedule should also be included (i.e., monthly, bi-weekly, etc.).

As a bid alternate, a vendor may also submit a fixed fee service contract for an allinclusive service and maintenance, with the understanding that major projects will be negotiated on an as needed basis.

Vendors may also submit other alternative packages that they feel would meet the needs of the Township as an included alternate bid.

Vendors must list, specify any services which would not be covered in the proposal price. The vendor shall indicate the impact, if any, for changes in the Township's IT infrastructure (number of servers and PC's) on the fixed fee. Identify the following for those services not under the fixed fee:

- a) A fee schedule containing the vendor hourly rates
- b) A description of how services will be billed
- c) A description of additional charges, as in out-of-pocket expenses for travel, subsistence, etc.

For the Information Technology Services Proposal, the respondent should use the following Table of Contents as a guideline for their submission:

- a) Proponent Response including completed pricing (if any) Appendix A
- b) Base monthly fees for the services being provided
- c) A complete list of inclusions and exclusions of services from the base monthly fees.
- d) Hourly or flat rates for services not included in the base monthly fees.
- e) Introduction
- f) Company Background, Experience and Qualifications
- g) Personnel Qualifications and Experience
- h) Detailed IT Service Proposal including response times
- i) Value Added Elements, if any
- j) Completed List of References Appendix B

A designated signing officer authorized to bind the Respondent to the provisions of their Proposal must sign the Proponent Response. Any amendments to the RFP issued by the Municipality must also be acknowledged on the Proponent Response.

Proposals must be legible, written in ink, or typewritten. The person signing on behalf of the respondent must initial erasures, over-writing or strikeouts.

Proposals must not be restricted by a statement added to the Proponent Response or by a covering letter, or by alterations to the Proponent Response supplied unless otherwise provided in the RFP.

Proposals must not be based on upgrading capital equipment. The Respondent can identify some areas of improvement, but the monthly service costs must be reflective of the equipment currently owned by the municipality.

In submitting a Proposal, the Respondent acknowledges that they have read, completely understood, and accepted the terms and conditions of the RFP in full. The Municipality is not responsible for any misunderstanding of the RFP. The onus is on the Respondent to ensure that they understand all aspects of the RFP.

Each Respondent is asked to submit in PDF Form and via email to <u>cwray@twpbrm.ca</u> with the following Subject description "2022-ADMIN-05-INFORMATION TECHNOLOGY SERVICES."

Electronic submissions will be accepted in response to this RFP only if the document contains the requisite signature and/or initials from the designated signing officer.

The onus unequivocally remains with the Respondent to ensure that the Municipality receives their Proposal prior to the Proposal Submission Deadline. Proposals received after the closing time will not be considered.

#### 3.3 References

Please state the name, address, phone number and contact person for at least three (3) business references.

The submission of a response authorizes the Township to contact all references provided. Failure to provide references and details of experience may result in the submission not being considered.

#### 3.4 Errors and Omissions

The Municipality shall not be held liable for any errors or omissions in any part of this RFP. The information contained in the RFP is supplied as a guideline for respondents and is not necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the respondents from forming their own opinions and conclusions.

# 4.0 Rights Reserved by the Township

The Corporation of the Township of Black River-Matheson reserves the right to:

- a) Make public the names of any or all Respondents.
- Request written clarification or the submission of supplementary written information in relation to the clarification request from any Respondent and incorporate a Respondent's response to that request for clarification into the Respondent's Proposal;
- c) Check references other than those provided by any Respondent;
- d) Disqualify any Respondent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications;
- e) Disqualify any Respondent or the Proposal of any Respondent who has engaged in conduct prohibited by this RFP;
- f) Select the Respondent other than the Respondent whose Proposal reflects the lowest cost to the Municipality;
- g) Cancel this RFP process at any stage;
- h) Accept or reject any or all Proposals in whole or in part;
- i) If a single Proposal is received, reject the Proposal of the sole Respondent and cancel this RFP process or enter into direct negotiations with the sole Respondent.
- j) Reject any Proposal that:
  - i. Is incomplete, obscure, or does not comply with all the material;
  - ii. May cause or be perceived to cause a Conflict of Interest; or
  - iii. Is restricted or qualified by a statement added to the "Proponent Response" or by a covering letter, or by alterations to the "Form or Proposal" supplied; or
  - iv. based on information provided by references or other relevant information that arises during the RFP process;
- k) Waive minor discrepancies that:

- i. Do not change the relative standing or otherwise prejudice other Proposals;
- ii. Do not change the meaning or scope of the RFP.

# 5.0 Closing Time, Date and Schedule

5.1 Submissions must be received by email, mail or courier no later than 3:00 pm on October 7, 2022, to:

Township of Black River-Matheson 367 Fourth Ave, PO Box 601 Matheson, ON P0K 1N0

Attention: Chris Wray – Chief Administrative Officer

Email: cwray@twpbrm.ca

5.2 Submissions received after the above time will be considered late. The official time shall be considered the timestamp on the incoming email.

# 5.3 Schedule

Some dates are approximate	
Closing Date (Noon)	October 21, 2022
Short Listing of Proponents	October 24, 2022
Proponent interviews	October 26, 2022
Notice of award	October 27, 2022
Contract execution	November 8, 2022
Contract Start	January 1, 2023
Transition (overlap with current provider)	January 1 – 31, 2023

# 6.0 Inquiries

All inquiries related to this RFP are to be directed, in writing by email, to:

# Chris Wray, AMCT

Phone:705-2730-2313 (ext. 321) Email: <u>cwray@twpbrm.ca</u>

Emails should quote "RFP-2022-05" in the subject line. Information obtained from any other source is not official and should not be relied upon.