



# **REQUEST FOR PROPOSALS FACILITY CONDITION ASSESSMENTS FOR TOWNSHIP BUILDINGS**

Request for Proposals No. **2021-03**

Issued: **August 31, 2021**

Submission Deadline:  
**September 20, 2021 at 12:00 p.m. noon**

By Email to:  
Cindy Halcrow, Clerk Administrator  
**[chalcrow@dnetownship.ca](mailto:chalcrow@dnetownship.ca)**

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## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

This Request for Proposal (the “RFP”) is an invitation by the Corporation of the Township of Drummond/North Elmsley (the “Township”) to qualified consultants to submit proposals for the Facility Condition Assessments for Township Buildings as further described in Part 2 – Project Scope & Deliverables and Appendix D Section A (the “Deliverables”).

### **1.2 RFP Contact**

For the purposes of this procurement process, the “RFP Contact” will be Cindy Halcrow, Clerk Administrator, 613-267-6500 x 220 or email: [chalcrow@dnetownship.ca](mailto:chalcrow@dnetownship.ca).

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Township, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

### **1.3 Contract for Deliverables**

#### **1.3.1 Type of Contract**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Township for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Township and the selected proponent. It is the Township’s intention to enter into an agreement with only one (1) legal entity.

#### **1.3.2 Term of Contract**

The term of the agreement will be established under the awarded contract to encompass the duration of the contemplated work.

### **1.4 RFP Timetable**

#### **1.4.1 Key Dates**

<b>Activity</b>	<b>Date</b>
Issue Date of RFP	August 31, 2021
Deadline for Questions	September 16, 2021 12:00:00 p.m. local time
Submission Deadline	September 20, 2021 12:00:00 p.m. local time
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	September 20-27, 2021
Award RFP	September 28, 2021 or sooner
Draft Report to Council	November 23, 2021
Public Open House	December 14, 2021
Final Report to Council	December 21, 2021

The RFP timetable is tentative only and may be changed by the Township at any time. For greater clarity, business days means all days that the Township is open for business.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at Prescribed Location**

Proposals must be submitted via email to Cindy Halcrow at [chalcrow@dnetownship.ca](mailto:chalcrow@dnetownship.ca). Submissions by other methods will not be accepted.

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be emailed before the Submission Deadline set out in the RFP Timetable.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity.

The maximum email file size is 30 MB.

Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting a revised proposal via email.

### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, a proponent should request via email to un-submit the proposal. Following the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

## **PART 2 – PROJECT SCOPE & DELIVERABLES**

### **2.1 Overview**

As part of the Township's philosophy of proactive asset management and in concert with *O. Reg 588/17; Asset Management Planning for Municipalities*, the Township intends to retain the services of an engineering firm to conduct detailed and comprehensive building condition assessments for the Township's buildings and properties. As part of this project, the Successful Proponent will be required to provide for each of the Township's buildings and structures a 10-year capital and maintenance plan for the 2022 annual budget cycle

Interested proponents are required to have key personnel who are mechanical, electrical and structural engineers registered in the Province of Ontario. The firm and key personal shall have at least 5 years experience with conducting building condition assessments.

The Successful Proponent will carry-out visual, non-destructive inspections, identifying all physical and code compliance deficiencies on all buildings and properties noted in Appendix F (Building name, address, approx. gross floor area, in-service date). During the inspections, the Successful Proponent shall take pictures of the various building components, verify all information provided for each building and structure and update this spreadsheet information if errors or omissions are found.

### **The Building Condition Assessment Program**

#### **Access**

The Township's Project Manager will arrange for the Successful Proponent's field observers to receive timely, supervised, and safe access to the subject facilities including roofs. The Successful Proponent shall provide a written plan on his sequence for inspection of each building.

#### **Hazardous Substances**

The Municipality has no records of any hazardous substances on any of the listed sites

#### **Walk-Through Survey**

The objective of the walk-through survey is to visually observe the subject facility so as to obtain information on material systems and components. Information collected includes system type, manufacturer, system capacity, system age, system operator, life expectancy etc.

#### **Photographs**

The Successful Proponent should document representative conditions with digital photographs and document typical conditions present including material physical deficiencies. Digital photographs should include as a minimum: front and typical elevations and exteriors, site work, parking areas, roofing, structural systems, plumbing, HVAC, and electrical systems, conveyance systems, life safety systems, representative interiors, and any special or unusual conditions present.

## **Building Systems and Elements Included in the Building Condition Assessment**

Comprehensive building condition assessments using the Uniformat II standard will be conducted on the building elements and systems listed below. Where the facilities have multiple interior use spaces, the elements and systems specifically supporting those spaces will be referenced to those spaces in the assessment and asset inventory.

1. Structural Frame and Building Envelope:
  - Identify the basic type of structure (steel frame, wood frame, cast-in-place concrete, precast concrete, concrete block, etc.)
  - Observe the building substructure, including the foundation system (noting the presence of basements or crawl spaces).
  - Building's superstructure or structural frame (floor framing system and roof framing system).
  - Exterior wall systems - windows, overhead doors, man doors, doors caulking and sealants, insulation, etc.
  - Building envelope including facades, exterior sealants, doors, stairways, parapets, etc. Observations of the building's exterior generally are to be limited to vantage points that are on-grade or from readily accessible rooftops.
  - Stairs and ramps
2. Roofing: Identify and observe the material roof systems (exposed membrane and flashings) including, parapets, slope, drainage, etc. Observe for evidence and/or the need for material repairs, evidence of significant ponding, or evidence of roof leaks. Inquire as to the age of the material roofing systems. Observe adequacy of waterproofing systems, gutters and downspouts.
3. Plumbing: Identify and observe the material plumbing systems including piping (septic and supply water), fixtures, hot water production, and note any special or unusual plumbing systems.
4. Heating: Identify the basic type of heat generating and distribution systems, and the apparent or reported age of the equipment, past material component replacements/upgrades, and the apparent level of maintenance exercised. If heating equipment is shutdown or not operational at the time of the walk-through survey, provide an opinion of the condition to the extent observed.
5. Air Conditioning and Ventilation: Identify the basic type of air-conditioning and ventilation systems. Identify the apparent or reported age of the equipment, replacement date and apparent level of preventive maintenance exercised. If air conditioning and ventilation systems are shutdown or not operational at the time of the walk-through survey, provide an opinion of the condition to the extent observable.
6. Electrical: Identify the electrical service provided and observe the electrical distribution system including distribution panels, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems. Observe general electrical items, such as distribution panels, type of wiring, emergency power, lightning protection, etc.

7. Life Safety/Fire Protection: Identify and observe life safety and fire protection systems, including sprinklers and standpipes (wet or dry, or both), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
8. Interior Finishes: Observe typical common areas including, but not limited to, lobbies, corridors, assembly areas, offices, and restrooms. Identify and observe typical finishes, that is, flooring, ceilings, walls, etc.
9. Property Security Systems: Identify equipment type, identify whether a maintenance contract is reported to be in place. Identify the service contractor.
10. Building Sites: Parking lots, sidewalks and pathways, lighting and retaining walls shall be included as part of the building condition assessments. Observe the general topography and any unusual or problematic features or conditions. Observe the storm water collection and drainage system and note the presence of on-site surface waters. Observe the major means of ingress and egress. Observe the material paving and curbing systems. Identify the types of parking and any reported parking inadequacies. Assess number and types of parking spaces and loading spaces, markings, and signage.

Assessments shall specifically identify:

- General system and component conditions paying particular attention to any assets in poor or critical condition, or assets in poorer condition than anticipated based on component age (assets reaching end of life sooner than anticipated).
- Any equipment no longer in production and/or with limited availability for replacement (Comment on the maintainability of components).
- Any missing equipment or components as per code requirements or best practices (e.g. missing AC requirements, missing backflow preventers, missing occupancy load postings for rooms, etc.).
- Current code violations per TSSA, ESA, H&S Act, Ontario Building Code, Accessibility for Ontarians with Disabilities Act (AODA) and any other regulations or agencies. Comments provided shall be detailed as to the nature of the non-conformance, indicating the section of the code or regulation with which it is non-compliant; the exact location and nature of the non-compliance including photo(s); and include a description of what is required to rectify the situation.
- Any functional design issues arising from incremental changes to the facility (renovations and upgrades) over time (e.g., suboptimal HVAC design, etc.).
- Issues with suitability of components for application (e.g., grade of components, etc.).
- Evaluation of emergency egress design and flow considerations including appropriate hallway widths, egress routes, fire escapes, and designated refuge areas as per current code requirements.
- Recommended priority upgrades to systems and components to meet current code requirements, improve functionality or reliability, and/or reduce risk.
- Typical useful service life and estimated remaining useful service life of building elements, systems components and property features based on observed conditions.

## **Further Investigation**

The Successful Proponent shall include as part of their assessment a list of recommended additional tests or investigations categorized into high, medium, and low priority including budget cost that are to be completed by the Township

## **Condition Ratings of Building Elements**

As part of the Building Condition Assessment report, the Successful Proponent will complete condition ratings for the building elements, systems, and property features on Excel spreadsheets. The recommended rating system will be approved by the Township's Project Manager and shall be a minimum of a 1 to 5 rating based observed conditions and estimated remaining years to be replaced.

## **Cost Estimates and Facility Condition Indexes**

For each facility, the Successful Proponent shall prepare Class D (Indicative) Cost Estimate Reports on Excel spreadsheets identifying and addressing the deficiencies uncovered by the building condition assessments. As part of the reports, the Successful Proponent shall include, but not be limited to the following information: the installation date, current age, recommended replacement date and quantity/area of each of the assessed components.

The Class D estimates will be sure to include and itemize cost factors associated with engineering, design, contract administration and contingency allowances.

The Successful Proponent shall also determine the current replacement values for each of the facilities including property features and calculate the Facility Condition Index by facility, and average Facility Condition Index by class of facilities and the Township's entire stock of facilities included under the scope of the project.

In consultation with Township staff, the recommendations of report shall also include:

- A capitalization threshold
- Appropriate Facility Condition Index targets for each of the building types in the Township's portfolio

## **10-year Investment Planning**

The Township requires the Successful Proponent to develop 10-year capital and maintenance plans to fund the actions required to address building element, system and property deficiencies as well as normal life cycle maintenance activities.

### **1. 10-year Preventative Maintenance Plans**

The Successful Proponent shall prepare 10-year Maintenance Plans for each facility. The Maintenance Plans shall outline annually the typical periodic maintenance activities required to maintain the life span of building elements and their state-of-good-repair. The Successful Proponent shall provide the 10-year Maintenance Plans on Excel spreadsheets and confirm the cash flow requirements per year for each facility and combine the Maintenance Plans for all facilities to summarize the total cash flow per year requirements. The Maintenance Plan may include repairs and restorations of minor



deficiencies identified as part of the building condition assessments. The 10-year Maintenance Plan will inform the Township's annual budget planning strategies.

## **2. 10-year Capital Plan**

The Successful Proponent shall prepare 10-year Capital Plans for each facility summarizing the replacement or renewal of building elements, systems and property features as identified by the building condition assessments and in the Class D (Indicative) Cost Estimate Reports. The Successful Proponent shall provide the report on an Excel spreadsheet and confirm the cash flow requirements per year for each facility and combine the capital plans for all facilities to summarize the total cash flow per year requirements. The 10-year Capital Plan will inform the Township's capital planning strategies.

## **3. Ten Year Program**

The Successful Proponent shall prepare a report outlining 10-year investment scenarios for each facility, facility class and for the Township's portfolio as follows:

- The projected 5 and 10-year Facility Condition Index with no investments.
- The projected 5 and 10-year Facility Condition Index after addressing the recommended 10-year needs.
- Investments to maintain the current Facility Condition Index over the next 10 years.
- The portfolio Facility Condition Index based on an annual investment of \$15,000 and an annual \$75,000 contribution to facility reserves.

## **Climate Change**

### **Climate Change Mitigation**

The Township intends to meet its obligations under *O.Reg. 588/17 sec. 3 (1).5* and will incorporate any reasonable climate change adaptation measures into its revised Asset Management Plan. Therefore, the Successful Proponent shall provide an assessment of the actions that may be required to address vulnerabilities to the Township's buildings and properties that may be caused by climate change. Consideration of vulnerabilities include but are not limited to:

- Operations and maintenance costs
- Lifecycle management activities
- Changes to building mechanical, electrical, and structural standards and designs
- Additional emergency back-up systems
- Contingency/emergency response planning

Estimate the anticipated costs that could arise from the vulnerabilities to each of these areas.

Identify adaptation opportunities and mitigation approaches that may be undertaken to manage the identified vulnerabilities and where capital investments are required, provide a Class D Cost Estimate Report on Excel spreadsheets. Specify any emergency planning and contingency funding, if necessary.

## **Greenhouse Gas Emissions**

Provide an assessment and cost estimates of the opportunities to renovate, upgrade, and/or repair aspects of the facilities in a way that improves environmental outcomes to reduce greenhouse gas emissions.

### **Training and Presentations**

Provide a training information session for Township Council and staff on the building condition assessment project.

Respond promptly to any queries by the Township Project Manager for clarification or interpretation of findings.

Attend up to 3 council meetings:

- One to present the draft findings (can also be the training/information session).
- Conduct one public meeting.
- One meeting to present the final report.

### **Reports**

Provide four (4) hard copies of the final report along with a digital copy. A final report which shall identify the methodology and criteria used in the production in the Study. All Maps or graphics must be in formats specified by Township staff.

The digital copy will be uploaded to the Township's website and must conform in all aspects to *Ontarians with Disabilities Act, 2005* and the Integrated Accessibility Standards.

[End of Part 2]

## **PART 3 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The Township will conduct the evaluation of proposals and negotiations in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all mandatory submission requirements. If a proposal fails to satisfy all the mandatory submission requirements, the Township will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Township issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

#### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

##### **2.3.1 Mandatory Technical Requirements**

The Township will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Township as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

##### **2.3.2 Rated Criteria**

The Township will evaluate each qualified proposal based on the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

#### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

#### **2.5 Stage IV – Ranking and Contract Negotiations**

##### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Township. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

## **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Township or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Township and the selected proponent. Negotiations may include requests by the Township for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Township for improved pricing or performance terms from the proponent.

## **2.5.3 Time Period for Negotiations**

The Township intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Township invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

## **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Township may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the Township elects to cancel the RFP process.

## **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 3]

## **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed format, and other external documents or images referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 Past Performance**

In the evaluation process, the Township may consider the proponent's past performance or conduct on previous contracts with the Township or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The Township and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Proposal to be Retained by the Township**

The Township will not return the proposal, or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Township makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Township may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Township is under no obligation to provide additional information, and the Township is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Township is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Township.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Township determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Township may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify, and Supplement**

When evaluating proposals, the Township may request further information from the proponent or third parties to verify, clarify, or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Township may revisit, re-evaluate, and rescore the proponent's response or ranking based on any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the Township and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Township in the preparation of its proposal that is not available to other proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’s other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

The Township may disqualify a proponent for any conduct, situation, or circumstances, determined by the Township, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The Township may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Township determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Township; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.8 Past Performance or Past Conduct**

The Township may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Township, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Township**

All information provided by or obtained from the Township in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Township and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Township; and
- (d) must be returned by the proponent to the Township immediately upon the request of the Township.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township. The



confidentiality of such information will be maintained by the Township, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Township will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Township by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Township to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

The Township may cancel or amend the RFP process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

### **3.8 Accessibility for Ontarians with Disabilities Act**

#### **3.8.1 Compliance with Customer Service Standard Requirements**

The Township is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Accessibility Standards Regulations made under the Accessibility for Ontarians with Disabilities Act, 2005. These Standards apply to designated public sector and private sectors organizations that provide goods and services to the public or participate in the developing of policies.

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, the completed **“Appendix E– Representation, warranty and acknowledgement regarding integrated accessibility standards regulations”** provided his/her representation, warranty and acknowledgement that his/her employees, agents and volunteers or others, will have completed training in the Integrated Accessibility Standards.

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.

#### **3.8.2 Compliance with the Information and Communication Standard**

The completed report must take into consideration the Information and Communication Standard and incorporate the following best practices:

- Use clear plain language
- Think of your intended audience and use terms they will understand; explain the meaning of technical terms, unavoidable jargon, and acronyms
- Use correct punctuation
- Use a clear plain font; non-serif fonts like Arial are preferable
- Avoid using a small font size; if using Arial font, use point 12 as a minimum; if using any other font, find a point size equal to Arial 12; for example, Verdana point 11
- Use left alignment for all text; justified and centered alignment should be avoided
- Break text up using bullet points and white space between paragraphs
- Avoid italicizing words
- Avoid blocks of text in italics, underlining or uppercase
- Provide alternative text for all non-text elements such as pictures, graphs, and charts
- Ensure good contrast between text and background

- Do not put text over pictures
- Print on a matte paper to avoid glare caused by some glossy papers

[End of Part 4]

**APPENDIX A – FORM OF AGREEMENT**

*The Township will use the terms and conditions noted in this RFP document, as the starting point for negotiations with the selected proponent.*

**THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY  
AGREEMENT**

This Agreement made in duplicate this \_\_\_ day of \_\_\_\_\_ 2021.

**BETWEEN:**

The Corporation of the Township of Drummond/North Elmsley  
(Hereinafter referred to as “the Township”)

**OF THE FIRST PART**

**AND:**

(Contractors Name)  
(Hereinafter referred to as “the Contractor”)

**OF THE SECOND PART**

**WHEREAS** authority is given under the Municipal Act for the Clerk to engage in contracts on behalf of the Township for the purpose of providing consulting services;

**AND WHEREAS** the Township is desirous of engaging (Contractor name) to undertake Facility Condition Assessments of all its buildings;

**NOW THEREFORE** the Township and the Contractor hereby agree to the following terms and conditions:

1. The Contractor will provide the services and undertake the work as set out in the Form of Submission Document for the project (attached hereto as Schedule ‘A’) and as described in the proposal submitted by the Contractor and dated (date) (attached hereto as Schedule ‘B’), all documents forming part of this Agreement.
2. The Contractor guarantees that he/she will undertake the services as presented in this document, irrespective of other contracted obligations of the Contractor.
3. The Contractor shall not assign or sublet the whole or any part of this Contract without the prior written consent of the Township unless the use of subcontractors is expressly stated in the proposal submitted by the Contractor and accepted by the Township.
4. The Contractor acknowledges that while performing the services under this Contract, that it is not an employee of the Township and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Contractor shall reimburse the Township for any expenses it may have to pay as a result of the Contractor neglecting to do so.
5. The Township agrees to pay the Contractor the fees and associated disbursements for the provision of a Facility Condition Assessments to an upset limit of #####, exclusive of

HST. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Township.

6. The Contractor will invoice the Township for work that has been completed at key intervals as set out in Key Dates Section 1.4.1 or other mutually agreed to schedule. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Township hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Contractor and the Township, the Contractor and the Township hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. If a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Contractor will cooperate with the Township's auditor with respect to any financial matters involving business between the Contractor and the Township.
9. The Contractor shall, at all times during the term of this Agreement, maintain not less as per Section 2.4 of the RFP Document (Schedule 'A') with the Town as a named insured. A copy of the insurance policy shall be filed with the Township upon the commencement of the Agreement and the Township shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. All information collected by the Contractor in the performance of the services described herein shall be the property of the Township and shall be surrendered to the Township immediately upon request for same. It is understood that in the collection of any information, that the Contractor will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation.
11. The Contractor transfers to the Township, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Contractor. The Contractor irrevocably waives, in favour of the Township, all moral rights in the Deliverables. The Contractor will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Contractor will not assert any rights to or interests in or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Contractor shall provide to the Township, during and after the term of this Agreement, any reasonable assistance required for the Township to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
12. The Township at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Contractor in whole or in part by giving ten days' prior written notice to the Contractor. If termination is not for cause, the Contractor will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the

terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

13. The Contractor on behalf of itself, its heirs, executors, administrators, successors and assigns hereby covenants and agrees to indemnify the Township and each of its officers, servants and agents from all loss, damage, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from, or in consequence of, the execution, non-execution or imperfect execution of any of the works hereinbefore mentioned or of the supply or non-supply of material therefore, whether such loss, damage, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Subdivider or its contractors, officers, servants or agents and whether such loss, damage, costs, expenses, claims, demands, suits or other proceedings are occasioned by or made or brought against the Subdivider or its contractors, officers, servants or agents, or the Township, its officers, servants or agents or any other person or persons, corporation or corporations.
14. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Township and the Contractor.
15. This Agreement shall be subject to the applicable laws of Canada and Ontario.
16. Both the Workplace Safety and Insurance Board (WSIB) Clearance Certificate and proof of Insurance shall be provided to the Township prior to the signing of the Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first before written.

**THE CONTRACTOR**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the corporation

**THE CORPORATION OF THE TOWNSHIP  
OF DRUMMOND/NORTH ELMSLEY**

Per: \_\_\_\_\_

Name: Steve Fournier

Title: Reeve

Per: \_\_\_\_\_

Name: Cindy Halcrow

Title: Clerk Administrator

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract-A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Township and the proponent unless and until the Township and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

**5. Addenda**

The proponent is deemed to have read and considered all addenda issued by the Township prior to the Deadline for Issuing Addenda.

**6. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**7. Conflict of Interest**

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Township within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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**8. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Township to the advisers retained by the Township to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Pricing is worth forty (40) points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

### 3. Required Pricing Information

Item	Proposed Price
Facility Condition Assessments for Township Buildings	\$
Other costs (please specify)	
13% HST	
Total Proposed Price	

### 4. Payment Schedule

Payment terms are 30 days from receipt of invoice.

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### General Requirements

#### 1. Introduction

##### DELIVERABLES

The Successful Proponent will be expected to deliver on the components as identified in the Scope of Work. Final deliverables will include:

- a. Comprehensive building condition assessments of all the Township's structures using the Uniformat II standard
- b. A condition rating report on Excel spreadsheets utilizing a minimum 1 to 5 rating system for the building elements, systems and property features based observed conditions and estimated remaining years to be replaced.
- c. Class D (Indicative) Cost Estimate Reports on Excel spreadsheets identifying and addressing the deficiencies uncovered by the building condition assessments. The reports must also be provided in a digital format which can be utilized or incorporated into our CGIS
- d. Explanation of the capitalization threshold.
- e. Current Facility Condition Indexes and 5 and 10-year (unfunded) Facility Index projections by facility, portfolio class and overall portfolio
- f. 10-year capital and maintenance plans to renew assets, maintain state-of-good repair and meet building code compliance requirements by facility and combined portfolio on Excel spreadsheets and must also be provided in a digital format which can be utilized or incorporated into our CGIS
- g. A report outlining 10-year investment scenarios for each facility, facility class and for the Township's portfolio as follows:
  - The projected 5 and 10-year Facility Condition Index with no investments.
  - The projected 5 and 10-year Facility Condition Index after addressing the recommended 10-year needs.
  - Investments to achieve a Facility Condition Index of 5% and 10% over the next 10 years.
  - Investments to maintain the current Facility Condition Index over the next 10 years.
  - The portfolio Facility Condition Index based on an annual investment of \$15,000 (The Township's current annual expenditure).
- h. A final report which shall identify the methodology and criteria used in the production in the Study.
- i. Provide a training information session using power point software for council and staff on the Facility Condition Assessments
- j. Address climate change impacts and reductions in greenhouse gas emissions and provide recommendations for climate change adaptation and mitigation activities if required
- k. Attend up to 3 evening council meetings: one to present the draft findings (can also be the training/information session, conduct one public meeting and one meeting to present the final report; and

- I. Four (4) hard copies of the final report along with two digital copies, one which must conform in all aspects to Ontarians with Disabilities Act, 2005 (Information and Communication Standards requirements) and accessibly readable on the Township's website (readable html file is acceptable).
2. Copyright Assignment: The Township is required to provide a copy of the study to FCM for posting on their website. Therefore, we will require an assignment of all rights, title, and interest, including all intellectual property rights, in and to the Facility Condition Assessments, providing sole and exclusive rights to its use, as well as a waiver of all non-assignable rights including moral rights.

3. Available Information

The Township will provide to the Successful Bidder with the following information to the extent available:

The Township will provide to the Successful Bidder with the following information to the extent available:

- 2014 Facility Asset Management Plan
- 2019-2024 Energy Conservation and Demand Management Plan
- 2019-2024 Accessibility Plan
- Details on all facilities and costs as required

## **B. MATERIAL DISCLOSURES**

1. No material disclosures exist for this RFP.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

## **D. MANDATORY TECHNICAL REQUIREMENTS**

The Facility Condition Assessments must address the deficiencies in the accessibility requirements contained in the Ontario Building Code and the Integrated Accessibility Standards O.Reg 191/11 under the Access for Ontarians with Disabilities Act, 2005.

## **E. PRE-CONDITIONS OF AWARD**

### **1. Confirmation of Workplace Safety and Insurance Board Coverage**

The selected proponent must provide confirmation of Workplace Safety and Insurance Board (“WSIB”) coverage prior to the award of the contract. Failure to provide confirmation will result in the disqualification of the proponent from the RFP process.

**2. Confirmation of Commercial Liability Insurance**

The selected proponent must provide confirmation of commercial liability insurance in amount of no less than two million dollars (\$2,000,000) per occurrence prior to the award of the contract. Failure to provide confirmation will result in the disqualification of the proponent from the RFP process.

**F. RATED CRITERIA**

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
i. Company Profile	10 points	N/A
ii. Project Experience	15 points	N/A
iii. Approach, Methodology & Project Schedule	25 points	N/A
iv. Project Management Team	10 points	N/A
v. Pricing (See Appendix C for details)	40 points	N/A
<b>Total Points</b>	<b>100 points</b>	N/A

**i. Company Profile (10 points)**

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

- a) Provide a general company profile including the ownership and affiliations of the firm and number of years the firm has been in business.
- b) Address, and contact information for the proposing entity;
- c) Size of company, number for employees both locally and other.

**ii. Project Experience (15 points)**

Brief documentation on significant similar projects, with client references (minimum of 3). The County reserves the right to contact references, which may affect a Proponent’s evaluation score.

References associated with the Township are not an acceptable reference.

**iii. Approach, Methodology & Project Schedule (25 points)**

Describe the firm’s approach and methodology based on the deliverables outlined Part 2 – Project Scope & Deliverables and Appendix D Section A (the “Deliverables”).

In this part of the proposal please also submit a project schedule. Clearly identify key milestone dates.

**iv. Project Management Team (10 points)**

Provide a description of the team expected to undertake the project. How will the team be organized?

Please provide your proposed project management team including their capabilities and experience, including a discussion of any special skills.

**v. Pricing (40 points)**

Proponents should refer to Appendix C - Pricing for details.

## APPENDIX E

### REPRESENTATION, WARRANTY AND ACKNOWLEDGEMENT REGARDING INTEGRATED ACCESSIBILITY STANDARDS REGULATIONS REPRESENTATION AND WARRANT

(Insert Company Name) \_\_\_\_\_

Hereby represents and warrants that:

1. My/Our employees, agents, volunteers or others, for whom I/we are responsible, including myself will have successfully completed Integrated Accessibility Standards Regulations prior to commencement of the Work on behalf of the Corporation of the Township of Drummond/North Elmsley, in accordance with the award of RFP Preparation of Development Charges Study and By-law.
2. The Accessible Customer Service Standard Training provided will encompass the following training content:
  - a. A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;
  - b. How to interact and communicate with people with various types of disability;
  - c. How to interact with people with disabilities who use an assistive device, service animal or a support person;
  - d. How to use the equipment or assistive devices available on Township premises that are otherwise provided that may help with the provision of goods or services to people with disabilities;
  - e. What to do if a person with a particular type of disability is having difficulty accessing the Township's goods or services; and the Township's accessible customer service policies, procedures and practices governing the provision of goods or services to people with disabilities.

Pursuant to Section 7 of **Ontario Regulation 191/11**, Integrated Accessibility Standards ("IAS") made under the AODA, the Successful Bidder shall ensure that in addition to himself/herself, any of his/her employees, agents, volunteers, or others for whom he/she are responsible for that are working on this contract, will complete training, including training on the requirements in the IAS, highlighting the accessibility standards for Information and Communication, and a review of the **Human Rights Code** as it pertains to persons with disabilities and understanding the differences between the **Human Rights Code** and the IAS.

The Successful Bidder shall submit to the Township, if requested, documentation describing their accessibility training policies, practices and procedures, and a summary of the contents of training. A record of the dates on which training was provided, complete with the names of the attendees, shall be included in the documentation.

The Township reserves the right to require the Successful Bidder, at the Successful Bidder's expense, to amend his/her accessibility training policies, practices and procedures, if the Township deems them to not be in compliance with the requirements of the AODA.

The successful Bidder/Proponent shall only assign the employees who have successfully completed accessibility training, to provide services on behalf of the Township.

**Available Resources**

The following resources are available to the Bidder/Proponent:

- The Township’s Accessibility Policy: [www.dnetownship.ca](http://www.dnetownship.ca)
- The Ministry of Community and Social Services website with resources to assist public and private sector organizations in complying with the Accessibility Standards: [www.mcscs.gov.on.ca/en/mcscs/programs/accessibility/index.aspx](http://www.mcscs.gov.on.ca/en/mcscs/programs/accessibility/index.aspx)
- Customer Service e-learning training module entitled “Serve-Ability”, produced by the Ministry of Community and Social Services:
- [www.mcscs.gov.on.ca/en/serve-ability/index.aspx](http://www.mcscs.gov.on.ca/en/serve-ability/index.aspx)
- Integrated Accessibility Standards Regulation training, developed by Curriculum Services Canada:
- [www.accessforward.ca](http://www.accessforward.ca)
- Human Rights Code training, developed by the Ontario Human Rights Commission [www.ohrc.on.ca/en/learning/ohrc-elearning-your-elearning-source-human-rights](http://www.ohrc.on.ca/en/learning/ohrc-elearning-your-elearning-source-human-rights)

**Acknowledgement**

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Township of the Township of Drummond/North Elmsley and as such I/We solemnly provide this representation and warranty as if it was given under oath.

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Company Name

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Signature(s)	Print Name	Print Title
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Signature(s)	Print Name	Print Title
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Date

**I/We Have the Authority to Bind the Company**



## APPENDIX F – LIST OF FACILITIES

Facility	Address	Year of Construction	Size SQ FT	Construction	Occupancy Use	Building Value 2021
Municipal Office / Garage	310 Port Elmsley Road	1978, 1995, 2008	6000	Brick & steel	Municipal Office/Garage	\$1,400,252
Salt / Sand Shed	310 Port Elmsley Road	1987	2160	Frame & steel	Salt / Sand Shed	\$171,580
Ferguson's Falls Community Hall	1362 Ferguson's Falls Road	1923, 2005	2156	Frame & steel	Community Hall	\$301,635
Drummond Centre Garage & Hall	1920 Concession 7 Drummond	1975, 1995	7194	brick, stone & siding	Garage/Community Hall	\$1,312,349
Storage Garage	1920 Concession 7 Drummond	1950	1200	Concrete block	Storage Garage	\$95,830
Flammable Storage Shed	1920 Concession 7 Drummond	1995	192	Steel	Storage Garage	\$17,139
Salt / Sand Shed	1920 Concession 7 Drummond	1987		Frame & steel	Salt / Sand Shed	\$214,362
Landfill Garage	745 Code Road	1980s		Frame & steel	Garage	\$15,971
Landfill Re-use Centre	745 Code Road	1970s	840	Frame & steel	Re-use Centre	\$17,139
Landfill Office Trailer	745 Code Road	1980s	288	Aluminum	Office Trailer	\$10,391
Utility Storage Shed Rideau Ferry	1015 Rideau Ferry Road	2014	48	Wood	supplies storage	\$10,000
Public Washrooms	1015 Rideau Ferry Road	2013	40	Concrete Precast panels	Public Washrooms	26,000
Rideau Ferry Docks	1015 Rideau Ferry Road	2013	575' length	Cement, steel, wood	Public Docks	\$200,000
Fire Hall	14 Sherbrooke Street East	1967, 1982, 1991	9991	Cement, steel, wood	Fire Hall	\$1,841,000
<b>TOTAL</b>						<b>\$5,633,648</b>
Ferguson's Falls Community Hall						
This hall is at the end of its useful life and the Township is looking at either rebuilding a new building or a renovation (dependent on grants) within the next 5 years.						
Landfill Office Trailer						
This trailer is being replaced in Sept-Oct 2021 with a brand new trailer						