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**REQUEST FOR PROPOSAL**  
**Professional Services**  
**2020 TOWNSHIP OF RAMARA ELECTORAL REVIEW**  
**File # LCSD-01-2020**

Please submit completed proposal in person or by mail in a sealed envelope quoting the above tender number and closing date and forward to:

The Corporation of the Township of Ramara  
P.O. Box 130  
2297 Highway 12  
Brechin, Ontario L0K 1B0

**CLOSING**

|                        |   |
|------------------------|---|
| <b>DATE:</b>           | <b>October 1, 2020</b>  |
| <b>TIME:</b>           | 12:00 p.m.  |
| <b>PUBLIC OPENING:</b> | No  |
| <b>LOCATION:</b>       | Township of Ramara<br>Administration Building<br>2297 Highway 12<br>P.O. Box 130<br>Brechin, ON L0K 1B0 |

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

The Township of Ramara reserves the right to accept or reject all or any submission.

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## **PART I – INFORMATION TO PROPONENTS**

### **1. BACKGROUND**

The Township of Ramara, situated between the shores of Lake Simcoe and Lake Couchiching, was established in 1994 with the amalgamation of Rama and Mara Townships. With a permanent population of 9,488 residents, this unique community swells with seasonal residents who enjoy the urban lifestyle within beautiful rural surroundings. The Township has a mix of industries that include tourism, agriculture, commercial and industrial businesses that are located throughout the entire municipality with room for expansion.

The Council of the Township of Ramara is comprised of seven (7) members, including the Mayor, Deputy Mayor and five (5) Ward Councillors. The Township of Ramara's electoral system has not been reviewed since conception in 1994.

The 2020 Electoral Review shall be conducted in accordance with the following parameters:

- Provide options to consider including but not limited to reconfiguring the existing wards, decreasing wards, dissolution of wards for an at-large structure and remaining the status quo structure.
- Develop a ward structure that will accommodate growth and population shifts for a minimum of two Municipal Elections (2022 and 2026) and beyond, if feasible; and
- Conduct all steps in the work program and provide a final report and recommendations to Council no later than January 2021.
- Build upon the experience gained through other municipal ward boundary reviews and the outcome of OMB hearings and Supreme Court of Canada decisions in those cases where a review has been appealed;

The successful respondent will be responsible for:

- Reviewing comments and submissions from the public consultation process.
- Developing options as outlined in terms of reference including Council size that will accommodate projected growth and population shifts until the year 2026 (at minimum), based on the options for consideration outlined in this document that are deemed to provide effective representation.
- Preparing and presenting a final report and recommendations to Council.
- Providing regular communications to the Clerk regarding the project status, timing and frequency of such updates to be determined upon finalization of the contract.

### **2. PURPOSE**

The Corporation of the Township of Ramara invites proposals from qualified and experienced professionals and organizations who wish to be considered for the conduct of a comprehensive review of Ramara's electoral system to develop

an effective and equitable system of representation with reference to overall projected growth within the municipality. The revised electoral system is to be in place for the 2022 Municipal Election.

### 3. FORM OF PROPOSAL

All proposals must include the forms provided and clearly marked with “**Proposal for Professional Services –2020 Ramara Electoral Review for the Township of Ramara – File LCSD – 01 – 2020**”

Any questions regarding this proposal should be directed by email to Jennifer Connor, Director of Legislative & Community Services, [jconnor@ramara.ca](mailto:jconnor@ramara.ca) no later than September 23, 2020.

It shall be the Proponent’s responsibility to clarify any questions before submitting a proposal. A written addendum issued by the Township of Ramara is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

## **PART II – STANDARD TERMS AND CONDITIONS**

### 1. DEFINITIONS

The following definitions apply to the interpretation of the Request for Proposal;

- a. “**Proponent**” means a person or entity that is submitting a tender in response to the Tender Process.
- b. “**Contractor**” means the successful Proponent to this Request for Proposal, which enters into a written contract with the Township to perform the services outlined in this document.
- c. “**Contract**” means an agreement to be signed between the Township and the successful Proponent pursuant to the tender process.
- d. “**Contract Administrator**” means a person authorized or appointed by the Township to act on behalf of the Owner in any particular capacity.
- e. “**Closing Time**” Time and Date of Tenders has the meaning ascribed thereto in Part I and Part II of these Instructions to Proponents.
- f. “**OPS**” means the current Ontario Provincial Standards published by the Ontario Standards organization.
- g. “**RFP**” means “Request for Proposal.”
- h. “**Secretary/Treasurer**” means a person authorized or appointed by the Township to act on behalf of the Council in any particular capacity.

- i. **“Tender”** means the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a Proponent in response to this tender process.
- j. **“Tender Documents”** means the documents listed in Part III – Specifications.
- k. **“Work”** means the work to be performed by a Consultant pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Part III – Specifications.
- l. **“Township”** means the Corporation of the Township of Ramara.

## 2. **FREEDOM OF INFORMATION**

All submissions to the Township become the property of the Township and such are subject to the *“Municipal Freedom of Information and Protection of Privacy Act.”*

## 3. **BRIBERY/FRAUD**

Should any Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee of the Township, or to commit fraud, the Township shall be at liberty to cancel the prospective Proponent’s submission or contract.

## 4. **PURCHASING PREFERENCE**

No preference will be given to any business for goods and/or services provided to the Township and/or Commission.

## 5. **INSURANCE**

The Successful Proponent(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the Proponent. This insurance coverage shall be subject to limits of not less than **Two Million Dollars (\$2,000,000.00)** inclusive **per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include **the Corporation of the Township of Ramara** as an additional insured in respect of all operations performed by or on behalf of the Proponent.

The Proponent(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, canceled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

The Liability Insurance shall not contain any exclusion of limitations in respect of shoring, underpinning, rising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.

Where applicable the Proponent(s) shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Proponent(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

## **6. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)**

The successful Proponent(s) shall supply a Certificate from the WSIB prior to the start of the contract indicating that all of the assessments the Proponent(s) or subcontractor(s) is liable to pay under *Workplace Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1, 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Proponent(s) is an Independent Operator and is not categorized under Class G: Construction, the Proponent(s) shall submit a letter, from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act for work to be carried out for the Township. If the Proponent(s) does not have Independent Operator Status, the Proponent shall;

- Complete an Independent Operator Status Questionnaire upon being awarded the contract; and,
- Fund all costs associated with any appeal of a determination by WSIB that the Proponent is not an Independent Operator; and,
- Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider).

The Proponent(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Tender. As such the Township reserves the right to terminate all Contracts associated with this Tender if all appeals have been exhausted and the Proponent(s) are determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies to be paid to the Proponent(s) shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Tender, as well as Township property, shall be returned to the Township. The Proponent(s) acknowledges and agrees that any work completed to the date the appeal process has been completed, and an unfavorable determination is made will be provided to the Township for free and without any

expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the Proponent(s).

## **7. ACCESSIBILITY**

The Proponent(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act 2005*, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Proponent(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Proponent(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

## **8. HEALTH & SAFETY**

All work performed under this contract must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA), applicable Regulations, applicable standards, and other applicable legal requirements.

Unless otherwise stated, the successful Proponent, for the purposes of the OHSA, shall be designated as the 'Constructor' for this project. The constructor has complete control of the work on behalf of the Township and is responsible for regulatory compliance and safe work procedures on the job site.

Any requirement for a Notice of Project to be submitted to the Ministry of Labour (MOL) is the sole responsibility of the constructor.

The Constructor further acknowledges and agrees that any breach or breaches of the OHSA, applicable Regulations, Standards, *Environmental Protection Act* (EPA), other legal requirements, and/or their own Health & Safety Policies and Procedures whether by the Constructor or any of its subcontractors may result in:

- The termination of the contract,
- The immediate removal of the Constructor and/or sub-contractor's equipment from the site,
- The forfeiture of all sums owing the constructor/or sub-contractor by the Township.

## **9. PRICING AND PAYMENT**

A comprehensive fee schedule detailing the costs associated with undertaking the 2020 Township of Ramara Electoral Review must be included within the Proposal submitted. Disbursements and Expenses must be listed. HST is extra.

## **10. SCHEDULE**

- (A) Release of RFP: September 15, 2020
- (B) Submission of Proposal: October 1, 2020
- (C) Recommendation of Award: November 2020
- (D) Signing of Agreement: November 2020
- (E) Commencement of Services: November 2020
- (F) Project Completion: January/February 2021 (or sooner)

The Township reserves the right to alter the scheduling of items “C” to “F.” Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

## **11. TERM OF PROPOSAL**

The term of this contract will be from Commencement of Services, November 2020 to February 2021.

## **PART III – SPECIFICATIONS**

### **1. SCOPE OF SERVICES**

Conduct all steps in the work program to review and develop options for consideration including but not limited to:

1. The re-alignment of the existing five (5) wards;
2. Decreasing number of wards in current structure;
3. Dissolution of ward system for at large structure;
4. Ward system to remain at status quo, as appropriate;
5. Develop options based on the aforementioned options that will accommodate growth and population shifts for a minimum of two Municipal Elections (2022 and 2026) and beyond, if feasible;
6. Provision of GIS services for mapping purposes that may be required for the project (Ward Boundary mapping);
7. Prepare and deliver a “final” Report for Staff to recommend to Council for its approval; and
8. Other tasks and matters that come to the successful Proponent’s attention in the course of preparation of the Proposal that, in the Proponent’s professional opinion, the Township should consider.



## **2. PROPOSAL EVALUATION**

The successful Proponent will be selected based on evaluation of the proposal utilizing our rating system that considers the requirements listed below. An evaluation committee will be used in the selection process.

The list of requirements represents areas that are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed may also receive consideration. The order in which the requirements are listed does not indicate the weighting of the evaluation.

The Township reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and/or all proposals.

The Township will endeavor to complete the evaluation process within a reasonable period. The Township reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required.

## **3. PROPOSAL REQUIREMENTS**

Proposals shall include but not be limited to:

1. Proponent's relevant past experience on similar projects. Proposals should include details and provide relevant references (minimum of 3) including Contact Names.
2. Proposal must include a detailed work program methodology – include processes and analyses to be undertaken.
3. Proposal must include a detailed schedule recognizing critical deliverables, progress meetings and timelines – demonstrating commitment to completion of the entire project prior to January/February 2021– see Section 18. – Scope of Services.
4. Proposal must include a fee schedule for the required scope of services as outlined in Section 15 – Pricing and Payment.
5. Two (2) complete copies of the Proposal documents shall be submitted - one (1) copy in “hard copy” and one (1) copy in electronic format – USB Key, similar media (email is not acceptable).
6. Insurance Certificate (upon award)
7. WSIB Certificate (upon award)

## **4. PAYMENT OF SERVICES**

Payment shall be made based on detailed invoicing, submitted upon completion of the report for the Ward Boundary review.

## **5. SUBMISSION FORMAT & CONTENTS**

Proponents must complete the following information:

- I. Completed Proponent Information Form
- II. Provide all mandatory information as requested within Schedule I
- III. Ensure Schedule I is initialed and dated.
- IV. Completed Schedule II – Ability and Experience Form.
- V. Provide a completed Declaration of Accessibility Compliance Form.

**Failure to complete Schedule I as stipulated may result in disqualification of the proposal submission.**

### PROPONENT INFORMATION FORM

Proponents must complete this form and include with their submission.  
Please ensure all information is legible.

|  |  |
|--|--|
| <b>Company Name</b>                    |  |
| <b>Contact Name</b>                    |  |
| <b>Address (Including postal code)</b> |  |
| <b>Office Phone #</b>                  |  |
| <b>Toll Free#</b>                      |  |
| <b>Cellular#</b>                       |  |
| <b>Fax#</b>                            |  |
| <b>E-Mail Address</b>                  |  |
| <b>Website</b>                         |  |
| <b>HST Account #</b>                   |  |

I certify that all prices in SCHEDULE I constitute the Official Proposal Bid

**NAME:**

\_\_\_\_\_

(PRINT)

**AUTHORIZED SIGNATURE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

Proponent(s) initials and date: \_\_\_\_\_

### **SCHEDULE I – ITEMS AND PRICES**

The total bid price shall be all-inclusive with H.S.T. excluded

|   | <b>Price in Canadian Dollars</b> |
|---|----------------------------------|
| <b>TOTAL QUOTED PRICE<br/>(excluding all taxes)</b> | <b>\$</b> _____                  |

**SCHEDULE II – ABILITY AND EXPERIENCE FORM**

The Proponent shall provide below three (3) separate customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

|   |  |
|---|--|
| <b>REFERENCE #1</b>                       |  |
| Customer                                  |  |
| Contact Name & Phone Number               |  |
| Date of Purchase                          |  |
| Description of Goods or Services Provided |  |
| <b>REFERENCE #2</b>                       |  |
| Customer                                  |  |
| Contact Name & Phone Number               |  |
| Date of Purchase                          |  |
| Description of Goods or Services Provided |  |
| <b>REFERENCE #3</b>                       |  |
| Customer                                  |  |
| Contact Name & Phone Number               |  |
| Date of Purchase                          |  |
| Description of Goods or Services Provided |  |

**REFERENCE RELEASE FORM**

I \_\_\_\_\_ (authorized signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the Proponent

The Township reserves the right to call references if in its sole discretion finds a need to do so. The Township reserves the right to check other references other than listed herein.

**DECLARATION OF ACCESSIBILITY COMPLIANCE FORM**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I acknowledge that I am required to comply with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*). I confirm that my employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required. I will provide to The Corporation of the Township of Ramara any further documentation that confirms this training upon its request.

I will indemnify the Corporation of the Township of Ramara from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understood and will meet all enacted accessibility standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by \_\_\_\_\_ (insert company name) for the completion of work contracted by the Township of Ramara will also comply with the above requirements.

\_\_\_\_\_  
Authorized Signature  
I have authority to bind the corporation.

\_\_\_\_\_  
Date