



2297 Highway 12,
PO Box 130
Brechin, Ontario L0K 1B0
p.705-484-5374
f. 705-484-0441

NEGOTIATED REQUEST FOR PROPOSAL
Broadband Internet Solution for
Township of Ramara Residents and Businesses
File # ADM-01-21

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

DATE:	April 13, 2021
TIME:	12:00 p.m.
PUBLIC OPENING:	No
LOCATION:	Township of Ramara Administration Building 2297 Highway 12 P.O. Box 130 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. PURPOSE

The Township of Ramara (the “Township”) is seeking proposal submissions from competent and qualified service providers (“Proponent(s)”) who will provide broadband internet services to one or more underserved areas within the Township of Ramara.

2. OBJECTIVE

The Township of Ramara is seeking the services of one or more qualified service provider(s) who will provide broadband internet services to underserved areas within the Township of Ramara.

The successful Proponent(s) will be required to deliver affordable broadband access for all residents and attempt to reduce network overbuilding. The objective is to meet the 50/10 minimum standard set by the CRTC guidelines.

The highest scoring Proponent meeting the specifications will be awarded a contract to service underserved areas as approved by the Township.

If budget allows, the next highest scoring Proponent meeting specifications may be awarded a contract to service other underserved areas as approved by the Township.

This award process will continue until the budget is exhausted.

The top ranked Proponents may be eligible to participate in negotiated broadband internet service projects within the period of May 1, 2021 to December 31, 2022, pending approval of additional Council funding and government funding.

3. SCOPE OF WORK

The service provider will be responsible for maintaining the infrastructure, providing service, and all billing associated with service. The service provider will provide packages to residents at a reasonable and affordable cost and are to ensure the service meets the CRTC standards for high speed. Preferably the service would be available for a period of no less than seven (7) years to residents. The cost of the service should not increase by more than the cost of inflation each year. It is preferred that the projects be completed by the end of 2022.

Service must be provided to all premise's past. In other words, they cannot skip over a property on their way to a subdivision if that property requests service

4. BUDGET

The Township budget will be determined by the budget approved for Broadband for 2021. The budget will also determine the number of providers the Township will enter negotiations with in 2021.

PART II – INVITATION AND SUBMISSION INSTRUCTIONS

1. INVITATION TO PROPONENTS

All proposals must include the forms provided and clearly marked with
“Negotiated Request for Proposal (NRFP) - Broadband internet solution for Township of ramara residents and businesses - File # ADM-01-21”

2. NRFP CONTACT

For the purposes of this procurement process, the “NRFP Contact” will be the following:

Zach Drinkwalter
Director of Finance
Township of Ramara
2297 Highway 12
P.O. Box 130
Brechin, ON L0K 1B0

Any questions regarding this proposal should be directed to Zach Drinkwalter, Director of Finance at zdrinkwalter@ramara.ca. No questions will be accepted after April 8, 2021.

It will 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.

3. TYPE OF CONTRACT FOR DELIVERABLES

The selected Proponent(s) will be requested to enter into direct contract negotiations to finalize an agreement with the Township for the provision of the Deliverables. It is the Township's intention to enter into an agreement with one (1) or more legal entities (the “Vendor”).

4. NRFP TIMETABLE

Issue Date of NRFP	March 26, 2021
Deadline for Questions	April 8, 2021 at 4:30 PM Local Time
Deadline for Issuing Addendum	April 9, 2021 at 4:30 PM Local Time

Submission Deadline	April 13, 2021 at 12:00 PM Local Time
Rectification Period	Five (5) business days
Anticipated Ranking of Proponents	April 19, 2021
Contract Negotiation Period	Fourteen (14) calendar days
Anticipated Execution of Agreement	Week of May 1-, 2021
Contract Completion Date	December 31, 2022

The NRFP timetable is tentative and may be changed at the sole and absolute discretion of the Township at any time. For greater clarity, business days means all days that the Township is open for business.

5. SUBMISSION FORMAT & CONTENTS

Proponents must complete the following information:

- I. **Ensure submission form is completed, initialed, and dated.**
- II. **Provide a technical proposal in no specified format**
- III. **Provide a completed Declaration of Accessibility Compliance Form.**

Failure to complete items in Appendix A, as stipulated, may result in disqualification of the proposal submission.

PART III – 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 Commission 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.
- I. **“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 **Five Million Dollars (\$5,000,000.00)** 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 Bidder.

The Bidder(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 bidder(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 Bidder(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.

PART IV – EVALUATION AND AWARD

1. STAGES OF EVALUATION AND NEGOTIATION

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

Stage 1 – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of 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 from the date and time that the Township issues a rectification notice to the Proponent. The mandatory submission requirements are set in the NRFP Particulars (Appendix A).

Stage II – Evaluation

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

a. Mandatory Technical Requirements

The Township will review the proposals to determine whether the mandatory technical requirements as set out the NRFP Particulars (Appendix A) 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.

b. Rated Criteria

The Township will evaluate each qualified proposal as set out in proposal evaluation (Appendix A).

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 technical proposal guidelines (Appendix A). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

Stage IV – Ranking and Contract Negotiations

a. 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 via email 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.

b. Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the NRFP 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 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. The Township may choose to negotiate with more than one Proponent after the receipt of all NRFPs.

c. Time Period for Negotiation

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 3 of the NRFP Particulars (Appendix A), provide requested information in a timely fashion and conduct its negotiations expeditiously.

Failure to Enter into Agreement

If the pre-conditions of award listed in Section 3 of the NRFP Particulars (Appendix A) 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 other proponents 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 NRFP process.

APPENDIX A – NRFP PARTICULARS

MANDATORY SUBMISSION REQUIREMENTS

1. SUBMISSION FORM

- a. Each proposal must include a Submission Form completed and signed by an authorized representative of the Proponent.

2. MANDATORY TECHNICAL REQUIREMENTS

- a. Complete a technical proposal based on the technical proposal guideline provided below.
- b. Proponent must have minimum 2 years experience in building, owning, servicing and/ or operating broadband in Canada and be listed on the CRTC Telecommunications Providers List.
- c. Service areas or solutions proposed by the Proponent must not be currently under permit to build. All proposals which include these types of areas will be declared non-compliant and proposals disqualified.

3. PRE-CONDITIONS OF AWARD

- a. **Agreement** – Tender documents can be submitted via email to zdrinkwalter@ramara.ca or mailed to the Township of Ramara administration office at 2297 Highway 12 Brechin Ontario L0K 1B0
- b. **Certificate(s) of Insurance** – confirming all required insurance policies are in place in accordance with the ITT Document naming the Township of Ramara as additional insured. All insurance certificates must be issued by an insurer licensed to underwrite insurance in the Province of Ontario.
Commercial General Liability Insurance, having an inclusive limit of not less than \$5,000,000 per occurrence.
Standard Form Automobile Liability Insurance having an inclusive limit of not less than \$2,000,000 per occurrence.
Non-Owned Automobile Liability Insurance having an inclusive limit of not less than \$2,000,000 per occurrence
Professional Liability Insurance – having an inclusive limit of not less than \$2,000,000 per claim.
- c. **Clearance Letter or Clearance Certificate** from the Workplace Safety and Insurance Board.
- d. **Accessibility Compliance Form** (Below)

4. RATED CRITERIA

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

PROPOSAL EVALUATION SCORING SHEET

Criterion	Weight Factor (points)
Technical Proposal	
1. Company Profile	5
2. References / Comparable Projects	15
3. Solution, Approach and Methodology	25
4. Service Area	30
5. Plan and Pricing offered to Township Residents & Businesses	25
Total	100

SUBMISSION FORM

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

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

NAME:

(PRINT)

AUTHORIZED SIGNATURE:

DATE:

TECHNICAL PROPOSAL GUIDELINE

All formats of a technical proposal will be accepted. Please ensure to include a section for each of the criteria listed on the proposal evaluation scoring sheet. Each section is outlined below and should be used as a guide by proponents submitting a proposal. Proponents may include more sections if they believe it will be valuable to their proposal.

Section 1 – Company Profile

Write a brief description of the business.

Section 2 – References/Comparable Projects

Proponent shall demonstrate the company's relevant qualifications and experience in projects of a similar scope and magnitude undertaken and completed by the Respondent.

Submit one or more relevant projects.

Details related to the solution provided for the reference.

The projects named are required to be similar to this project. Include an explanation of how components from comparable projects will assist in the completion of this project

Section 4 – Solution, Approach and Methodology

Cost of project, if any, must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Costs 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.

Provide a map indicating what areas of Ramara you are proposing to cover in a format that can be uploaded to GIS.

Section 5– Service Area

Number of Residents served / number of underserved Residents x weighting = Proponent's points. Provide a map indicating what areas of Ramara you are proposing to cover.

Section 6– Plan and Pricing offered to Township Residents & Businesses

Proponents are to provide a detailed breakdown of the plan, services and costs offered to Township residents and businesses for the proposed area(s). Proponents are to also add the duration of their price, service and commitment to the proposed area(s).

Preferably the service should be available for a period of no less than seven (7) years to Township residents and businesses.. Proponents to include a chart showing their pricing and services for at least a seven (7) year period.

Affordable cost to residents, with an outline of how prices will be charged over the first 5 years (increases at the rate of inflation, kept the same, etc.)

Outline fees for properties to hook up to the service (one time installation fees)

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.

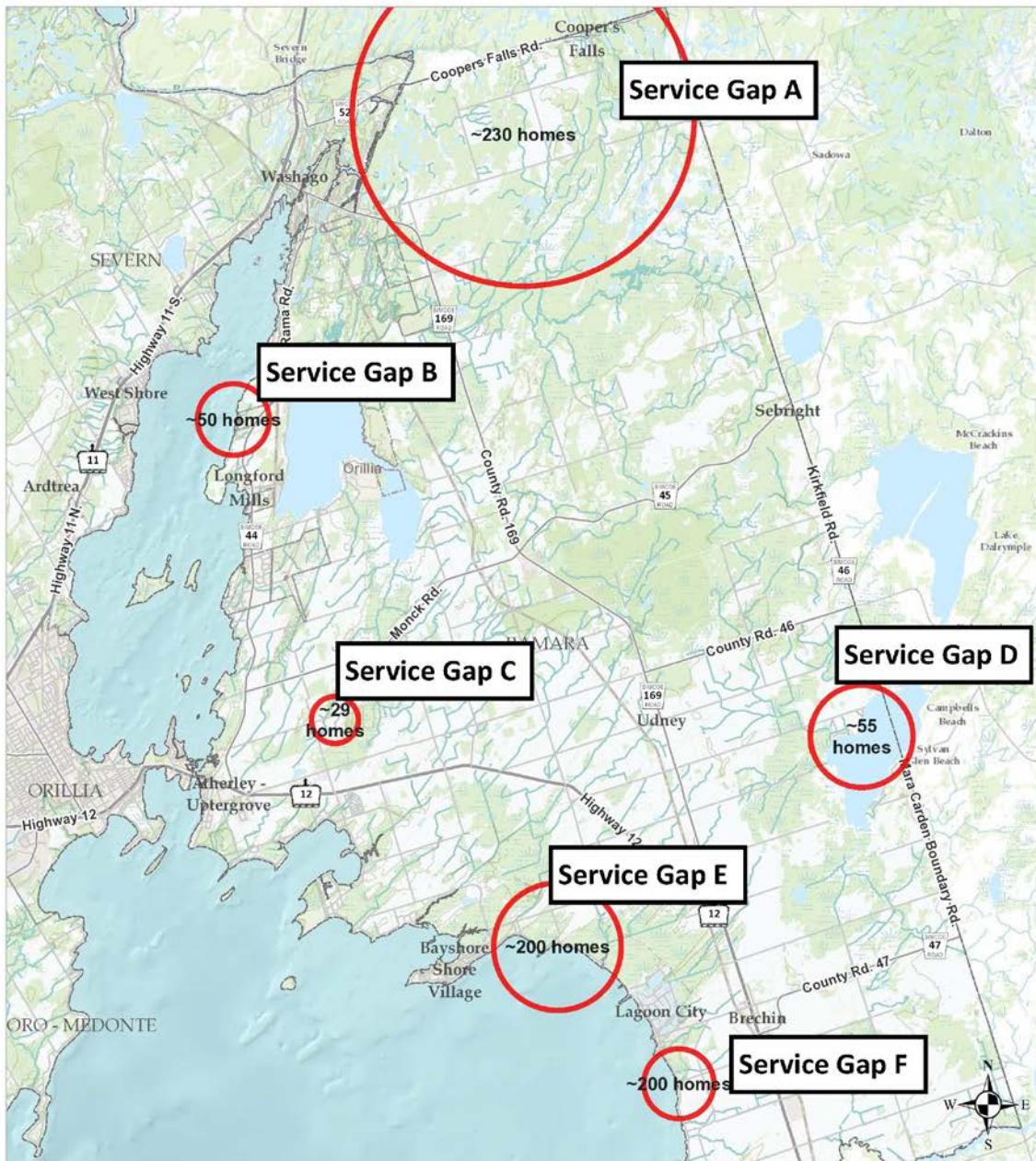
_____ Authorized Signature

I have authority to bind the corporation.

_____ Date

APPENDIX B - MAP OF SERVICE AREA REQUIRING INTERNET SERVICES

Internet Service Gaps



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1:200,000

0 3.5 7 14 km

March 18, 2021

