



2297 Highway 12,
PO Box 130
Brechtin, Ontario L0K 1B0
p.705-484-5374
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Corporate Services Department REQUEST FOR PROPOSAL

Sealed Proposals for: Comprehensive Financial, Systems, and Utility Review

As Described Herein and Addressed:

**Attention: Clerk, Township of Ramara
By Courier or Drop off
Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechtin, ON L0K 1B0**

Please submit completed proposal in person or by mail in a sealed envelope quoting the above proposal number and closing date.

Electronic Submissions will also be accepted and may be forwarded to both clerks@ramara.ca and ramara@ramara.ca, and shall include all pages of the proposal, as well as all supporting documentation. Please include the FIN.26.01 in the subject line of the email.

PROPOSAL SUBMISSION DEADLINE

DATE: July 24, 2026

TIME: 12:00 PM Eastern Local Time

QUESTION SUBMISSION DEADLINE:

DATE: July 15, 2026

TIME: 4:00 PM Eastern Local Time

**LOCATION: Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechtin, ON L0K 1B0**

LATE SUBMISSIONS WILL NOT BE ACCEPTED

The Corporation of the Township of Ramara reserves the right to accept or reject all or part of any Proposal and reserves the right to accept other than the lowest Proposal and to cancel this Request for Proposal at any time.

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the Township of Ramara (the “Township”) to prospective proponents to submit proposals for FIN.26.01 Comprehensive Financial, Systems, and Utility Review, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

1.1.2 Eligible Proponents

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with the Township. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.1.6 Overview of Deliverables

The Township of Ramara is requiring the selected Proponent to undertake a Comprehensive Financial, Systems, and Utility Review and develop supporting financial policies that will strengthen internal systems, improve efficiency, and guide long-term financial sustainability. Proponents should review Appendix D – RFP Particulars, A. The Deliverables to review the specific details of the project.

1.2 RFP Contact

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

Carlie Fisher
Manager of Financial Services / Deputy Treasurer
cfisher@ramara.ca
(705) 484-5374, ext. 248

Proponents should only contact the RFP Contact where specifically instructed to in this RFP. All other communication in relation to this RFP must be through email, as described above.

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.

1.3.2 Term of Contract

The term of the contract will commence upon execution of the Agreement and will continue until completion of the Deliverables. The financial policies will be finalized by December 31, 2026, and the final presentation to Council will be completed by February 1, 2027.

1.4 RFP Timetable

1.4.1 Key Dates

Activity	Date
Issue Date of RFP	July 6, 2026
Deadline for Questions	July 15, 2026 @ 4:00pm
Deadline for Addenda	July 20, 2026 @ 4:00pm
Deadline for Submission	July 24, 2026 @12:00pm
Anticipated Ranking of Proponents	July 27 – August 4, 2026
Contract Negotiation Period	10 calendar days
Anticipated Execution of Agreement	August 14, 2026

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 Instructions

1.5.1 Submission of Proposals

Proposals must be submitted electronically to both the following email addresses:

clerks@ramara.ca and ramara@ramara.ca

In addition to electronic submissions, the Township will accept physical submissions delivered in person at the Township Administration Building during regular business hours.

In the event of any technical issues, proponents should contact the Township.

1.5.2 Proposals must be Received on Time

Proposals must be finalized and sent to the above noted email addresses on or before the Submission Deadline. Late submissions will not be accepted and will be disqualified as late.

Proponents are cautioned that timing of submission is based on when the proposal is received, not when the proposal is submitted by a proponent. As transmission can be delayed due to file transfers size, transmission speed, or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

The Township will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact clerks@ramara.ca and ramara@ramara.ca.

1.5.3 Amendment of Proposals

Proponents may amend their proposal prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the Township by the Submission Deadline.

1.5.4 Changes to the RFP or RFP Process

If, after publishing the RFP, any changes required about the RFP, RFP process, or the requirement to provide additional information; an addendum will be issued via the Township website, with the last date for Addenda to be July 20, 2026 @ 4:00pm. The addenda, if required, shall hereby form part of the RFP documents and proponents shall acknowledge receipt of any addenda by including as part of their submission, as indicated in Appendix B, Submission Forms

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. Prior to the Submission Deadline, proponents may withdraw a submitted proposal by emailing the Township. To withdraw a proposal after 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 – 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 if the 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. 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 on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D). In the event that the Township does not receive an adequate number of proposals that meet or exceed the minimum threshold, the Township may elect at its sole discretion to cancel and re-issue the RFP, or to lower the technical evaluation benchmark score at its option.

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.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Township may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Township may reject the proposal. The Township may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

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 with the highest score on the rated criteria.

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 preconditions 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 2]

PART 3 – 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 the content of websites or other external documents 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. The Township has the right to reject any proponent who is involved in litigation with the Township.

3.1.5 Grounds for Exclusion

If there is supporting evidence, the Township may exclude a proponent on grounds, that are in addition to and shall in no way limit other rights of the Township and/or grounds to exclude a proponent, such as:

- a) Bankruptcy or insolvency;
- b) False declarations;
- c) Significant or persistent deficiencies in performance of any substantive requirements or obligation under a prior contract or contracts;
- d) Final judgments in respect of serious crimes or other serious offences;
- e) Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier; or
- f) Failure to pay taxes.

3.1.6 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.

3.1.7 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.

3.1.8 Proposal to be Retained by the Township

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

3.1.9 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 of the documents comprising this RFP and may direct questions or seek additional information in writing to the Township on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Township is under no obligation to provide additional information, and the Township will not be responsible for any information provided by any other source or obtained through any other means. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The Township will not be 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 posted on the Township's website. 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 in order 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 on the basis of 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 thirty (30) calendar 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.

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 into 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

Proponents are advised that the Township is governed by Ontario's Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and any information submitted to the Township may be subject to disclosure in accordance with MFIPPA. A proponent may identify any information in its proposal or any accompanying documentation that is supplied in confidence, not including the proponent's name, business address and total price submitted. The Township will use best efforts to maintain the confidentiality of such information, 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.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

BETWEEN:

CORPORATION OF THE TOWNSHIP OF RAMARA

(referred to as the “Township”)

AND:

(referred to as the “Proponent”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

Comprehensive Financial, Systems, and Utility Review

is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) This Agreement;
- (b) The Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) The Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) The FIN.26.01 **Comprehensive Financial, Systems, and Utility Review**, including any addenda, (the “Solicitation Document”); and
- (e) All the documentation submitted by the Proponent in response to the Solicitation Document (the “Proponent’s Submission”).

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract, will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

3. Execution

This Agreement may be executed, scanned, and delivered by electronic transmission and, when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date written below.

«PROPONENT»

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Proponent.

Corporation of the Township of Ramara

Signature:

Name:

Title:

Date of Signature:

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

The Deliverables are outlined in the RFP FIN.26.01 – Comprehensive Financial, Systems, and Utility Review, Appendix D – RFP Particulars, Section A. The Deliverables and any addenda where applicable.

B. Rates and Disbursements

B1. Pricing

The Contract shall be based on the pricing submitted by the Proponent in Appendix C – Pricing and accepted by the Township for the base scope of work.

The Township reserves the right, at its sole discretion, to include, exclude, partially award, defer, or separately negotiate the Provisional Item identified in Appendix D, Section A7.

B2. Additional Services

Where approved in writing by the Township, Additional Services shall be charged at the hourly rate submitted in Appendix C – Pricing.

C. Payment Terms

The Payment terms for the Contract are as follows: The Township's standard payment terms are **NET 30 days** from the date of receipt of a proper invoice. To allow for timely payment, the Purchase Order number must be referenced on all invoices where applicable. The Township's Representative may direct the Proponent to submit invoices in a specific format and, if so, the Proponent must comply with such direction.

All payments will be processed using a vendor direct deposit form in Canadian funds in a Canadian Bank account within Canada. Any deviation from the accepted method of payment must be mutually agreed upon and confirmed in writing by both the Proponent and the Township.

New or existing vendors will be provided with the Township's vendor direct deposit form at the time of award of this contract.

Remittance advices indicating the invoice number, account number, amount being deposited and the date of deposit are sent via email.

Invoices must be submitted electronically via email to accountspayable@ramara.ca

Inquiries regarding payment status shall be directed to accountspayable@ramara.ca

D. Township and Proponent Representatives

The Township Representative and contact information for the Contract is:

Carlie Fisher
Manager of Financial Services / Deputy Treasurer
cfisher@ramara.ca
(705) 484-5374, ext. 248

The Proponent Representative and contact information for the Contract is:

Proponent Name:
Proponent Title:
Proponent Address:
Proponent Phone Number:
Proponent Email:

The Proponent acknowledges and agrees that the Proponent Representative named above has authority to legally bind the Proponent.

E. Term of Contract

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 Proponent.

F. Specific Provisions

Provisional Item – Financial Systems Modernization and ERP Readiness

The work described in Appendix D, Section A7 – Financial Systems Modernization and ERP Readiness is a provisional item.

The Township reserves the right, at its sole discretion, to:

- a) award the provisional item in full;
- b) award only portions of the provisional item; or
- c) not award the provisional item at all.

No guarantee is made that any portion of the provisional item will be awarded. Pricing submitted for the provisional item shall not form part of the pricing evaluation described in Appendix C and shall not be used in determining the highest-ranked proponent. The Township reserves the right, at its sole discretion, to award, partially award, defer, negotiate separately, or not award the provisional item.

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Article 1 – Interpretation

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means as such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Township has elected to be closed for business;

“Township Confidential Information” means all information of the Township that is of a confidential nature, including all confidential information in the custody or control of the Township, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Proponent in connection with the Contract. For greater certainty, Township Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Township, the Proponent or any third-party; (ii) all information (including Personal Information) that the Township is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Proponent or any duty of confidentiality owed by the Proponent to the Township or to any third-party; (ii) the Proponent can demonstrate to have been rightfully obtained by the Proponent, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Proponent free of any obligation of confidence; (iii) the Proponent can demonstrate to have been rightfully known to or in the possession of the Proponent at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Proponent; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law; and

“Township Representative” is as set out in Schedule 1, Section D.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Proponent had an unfair advantage or engaged in conduct, directly or indirectly, that may

have given it an unfair advantage, including but not limited to: (i) having access to information that is confidential to the Township and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, 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;

“Deliverables” means everything developed for or provided to the Township in the course of performing under the Contract or agreed to be provided to the Township under the Contract by the Proponent or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Appendix D, Section A, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Effective Date” is as set out in Schedule 1, Section E.

“Indemnified Parties” means the Township and the Township's elected officials, directors, officers, agents, employees and volunteers;

“Industry Standards” include, but are not limited to: (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Proponent establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Township;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

“Newly Created Intellectual Property” means any Intellectual Property created by the Proponent in the course of performance of its obligations under the Contract;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Appendix C, Pricing.

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by the Township to the Proponent, or provided by the Proponent to the Township, for the purposes of the Contract; or (b) created by the Proponent in the performance of the Contract;

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Proponent Representative” is as set out in Schedule 1, Section D.

“Proponent’s Intellectual Property” means Intellectual Property owned by the Proponent prior to its performance under the Contract or created by the Proponent during the Term of the Contract independently of the performance of its obligations under the Contract;

“Term” is as set out in Part 1, Section 1.3.2.

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the Township or the Proponent.

Article 2 – General Terms

2.01 No Indemnities from the Township

Notwithstanding anything else in the Contract, any express or implied reference to the Township providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Township beyond the obligation to pay the Rates in respect of Deliverables accepted by the Township, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 Entire Contract

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 Failure to Enforce Not a Waiver

Any failure by the Township to insist in one or more instances upon strict performance by the Proponent of any of the terms or conditions of the Contract shall not be construed as a waiver by the Township of its right to require strict performance of any such terms or conditions, and the obligations of the Proponent with respect to such performance shall continue in full force and effect.

2.05 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract. Any written amendment, including the Township's prescribed Contract Change Order Form, may be executed and scanned and delivered by electronic transmission and, when so executed and delivered, will be deemed an original.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be

considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) business days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Township Representative and the Proponent Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of personal delivery or email one (1) business day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Article 3 – Nature of Relationship Between Township and Proponent

3.01 Proponent's Power to Contract

The Proponent represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Township under the Contract.

3.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 Proponent Not a Partner, Agent or Employee

The Proponent shall have no power or authority to bind the Township or to assume or create any obligation or responsibility, express or implied, on behalf of the Township. The Proponent shall not hold itself out as an agent, partner or employee of the Township. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Township and the Proponent or any of the Proponent's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

3.04 Non-Exclusive Contract, Work Volumes

The Proponent acknowledges that it is providing the Deliverables to the Township on a non-exclusive basis. The Township makes no representation regarding the volume of goods and services required under the Contract. The Township reserves the right to contract with other parties for the same or similar goods and services as those provided by the Proponent and reserves the right to obtain the same or similar goods and services internally.

3.05 Responsibility of Proponent

The Proponent agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Proponent's liabilities under the Contract and under the general application of law. The Proponent shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Proponent pursuant to the Contract or otherwise at law or in equity, the Proponent shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

3.06 No Subcontracting or Assignment

The Proponent shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the

Township. Such consent shall be in the sole discretion of the Township and subject to the terms and conditions that may be imposed by the Township. Without limiting the generality of the conditions which the Township may require prior to consenting to the Proponent's use of a subcontractor, every contract entered into by the Proponent with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Township.

3.07 Duty to Disclose Change of Control

In the event that the Proponent undergoes a change in control, the Proponent shall immediately disclose such change in control to the Township and shall comply with any terms and condition subsequently prescribed by the Township resulting from the disclosure.

3.08 Conflict of Interest

The Proponent shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Township without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; (c) comply with any requirements prescribed by the Township to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Township may immediately terminate the Contract upon giving notice to the Proponent where: (a) the Proponent fails to disclose an actual or potential Conflict of Interest; (b) the Proponent fails to comply with any requirements prescribed by the Township to resolve a Conflict of Interest; or (c) the Proponent's Conflict of Interest cannot be resolved to the satisfaction of the Township. This paragraph shall survive any termination or expiry of the Contract.

3.09 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

Article 4 – Performance by Proponent

4.01 Commencement of Performance

The Proponent shall commence performance upon receipt of written instructions from the Township.

4.02 Deliverables Warranty

The Proponent hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Proponent shall forthwith make the necessary corrections at its own expense as specified by the Township in a rectification notice.

4.03 Health and Safety

Without limiting the generality of section 4.02, the Proponent warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Proponent's obligations under the Contract. The Proponent shall provide the Township with evidence of the Proponent's compliance with this section upon request by the Township.

4.04 Shipment of Goods

To the extent that the Deliverables include the shipment of goods to the Township, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the Township's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Township, unless specifically agreed by the Township in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Proponent until the Deliverables are received by the Township. Receipt of the Deliverables at the Township's location does not constitute acceptance of the Deliverables by the Township. The Deliverables are subject to the Township's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Township, are inadequately provided or require corrections, the Proponent shall make the

necessary corrections at its own expense as specified by the Township in a rectification notice.

4.05 Use and Access Restrictions

The Proponent acknowledges that unless it obtains specific written preauthorization from the Township, any access to or use of the Township property, technology or information that is not necessary for the performance of its contractual obligations with the Township is strictly prohibited. The Proponent further acknowledges that the Township may monitor the Proponent to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Proponent.

4.06 Notification by Proponent of Discrepancies

During the Term, the Proponent shall advise the Township promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.07 Change Request

The parties may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Proponent shall comply with all reasonable Township change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Proponent is unable to comply with the change request, it shall promptly notify the Township and provide reasons for such non-compliance. No change request shall be effective until documented in the Township's prescribed Contract Change Order Form and executed by the parties.

Any Change Request executed by the Proponent and Township shall be deemed to include any and all costs incurred by the Proponent as a result of the Change Request, including, but not limited to, labour, equipment and overhead and the Proponent shall not be entitled to claim any additional compensation for these items, including any claims for delay.

4.08 Pricing for Requested Changes

Where a change request includes an increase in the scope of the previously contemplated Deliverables, the party requesting the change shall set out, in its change request, the proposed prices for the contemplated changes.

Where the Rates in effect at the time of the change request:

- (a) include pricing for the particular type of goods or services contemplated in the change request, the Proponent shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
- (b) are silent as to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Township and the Proponent within a reasonable period of time and, in any event, such change request shall not become effective until documented in the Township's prescribed Contract Change Order Form and executed by the parties.

4.09 Performance by Specified Individuals Only

The Proponent agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Proponent shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Township, which may not arbitrarily or unreasonably be withheld. Should the Proponent require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Proponent shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.10 Time

Time is of the essence of the Contract.

4.11 Rights and Remedies Not Limited to Contract

The express rights and remedies of the Township and obligations of the Proponent set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Township or any other obligations of the Proponent at law or in equity.

Article 5 – Payment for Performance and Audit

5.01 Payment According to Contract Rates

The Township shall, subject to the Proponent's compliance with the provisions of the Contract, pay the Proponent for the Deliverables provided at the Rates established under the Contract.

5.02 Hold Back or Set Off

The Township may hold back payment or set off against payment if, in the opinion of the Township acting reasonably, the Proponent has failed to comply with any requirements of the Contract.

5.03 No Express or Additional Charges

There shall be no other charges payable by the Township under the Contract to the Proponent other than the Rates established under the Contract.

5.04 Payment of Taxes and Duties

Unless otherwise stated, the Proponent shall pay all applicable taxes, including excise taxes incurred by or on the Proponent's behalf with respect to the Contract.

5.05 Withholding Tax

The Township shall withhold any applicable withholding tax from amounts due and owing to the Proponent under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 Interest on Late Payment

If a payment is in arrears through no fault of the Proponent, the interest charged by the Proponent, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Proponent shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or terminations of the Contract, the Proponent shall permit and assist the Township in conducting audits of the operations of the Proponent to verify (a) and (b) above. The Township shall provide the Proponent with at least ten (10) Business Days prior notice of its requirements for such audit. The Proponent's obligations under this paragraph shall survive any termination or expiry of the Contract.

Article 6 – Confidentiality

6.01 Confidentiality and Promotion Restrictions

Any publications related to the Contract shall be at the sole discretion of the Township. The Township may, in its sole discretion acknowledge the Deliverables provided by the Proponent in any such publication. The Proponent shall not make use of its association with the Township without the prior written consent of the Township. Without limiting the generality of this paragraph, the Proponent shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Township.

6.02 Township Confidential Information

During and following the Term, the Proponent shall: (a) keep all Township Confidential Information confidential and secure; (b) limit the disclosure of Township Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Township Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Township and (ii) in respect of any Township Confidential Information about any third-party, the written consent of such third-party; (d) provide Township Confidential Information to the Township on demand; and (e) return all Township Confidential Information to the Township on or before the expiry or termination of the Contract, with no copy or portion kept by the Proponent.

6.03 Restrictions on Copying

The Proponent shall not copy any Township Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Proponent, the Proponent must reproduce all notices which appear on the original.

6.04 Notice of Breach

The Proponent shall notify the Township promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use to Township Confidential Information.

6.05 Injunctive and Other Relief

The Proponent acknowledges that breach of any provisions of this Article may cause irreparable harm to the Township or to any third-party to whom the Township owes a duty of confidence, and that the injury to the Township or to any third-party may be difficult to calculate and inadequately compensable in

damages. The Proponent agrees that the Township is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.06 Notice of Protective Order

If the Proponent or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Township Confidential Information, the Proponent will provide the Township with prompt notice to that effect in order to allow the Township to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Township and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Proponent will disclose only that portion of Township Confidential Information which the Proponent is legally compelled to disclose, only to such person or persons to which the Proponent is legally compelled to disclose, and the Proponent shall provide notice to each such recipient (in co-operation with legal counsel for the Township) that such Township Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such Township Confidential Information subject to those terms and conditions.

6.07 Records and Legislative Compliance

The Proponent and the Township acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Proponent agrees (a) to keep Records secure; (b) to provide Records to the Township within seven (7) calendar days of being directed to do so by the Township for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Township determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Township; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a Township representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the

reasonable opinion of the Township would improve the adequacy and effectiveness of the Proponent's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Township may be disclosed by the Township where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

Article 7 – Intellectual Property

7.01 Township Intellectual Property

The Proponent agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Township to the Proponent shall remain the sole property of the Township at all times.

7.02 No Use of the Township Insignia

The Proponent shall not use any Insignia or logo of the Township except where required to provide the Deliverables, and only if it has received the prior written permission of the Township to do so.

7.03 Ownership of Intellectual Property

The Township shall be the sole owner of any Newly Created Intellectual Property. The Proponent irrevocably assigns to and in favour of the Township and the Township accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Township all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Proponent's Intellectual Property, the Proponent grants to the Township a licence to use that Proponent Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Proponent by the Township.

7.04 Proponent's Grant of License

For those parts of the Deliverables that are Proponent Intellectual Property, the Proponent grants for the Township a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Township.

7.05 No Restrictive Material in Deliverables

The Proponent shall not incorporate into any Deliverables anything that would restrict the right of the Township to modify, further develop or otherwise use the Deliverables in any way that the Township deems necessary, or that would prevent the Township from entering into any contract with any contractor other than the Proponent for the modification, further development of or other use of the Deliverables.

7.06 Third-Party Intellectual Property

The Proponent represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Proponent further represents and warrants that it has obtained assurances with respect to any Proponent Intellectual Property and Third-Party Intellectual Property that have any rights of integrity or any other moral rights associated therewith have been waived.

7.07 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

Article 8 – Indemnities and Insurance

8.01 Proponent Indemnity

The Proponent hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Proponent, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Proponent’s obligations under, or otherwise in connection with, the Contract. The Proponent further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Township, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 Insurance

The Proponent hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Proponent would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$5,000,000** per occurrence and including products and completed operation liability. The policy is to include the following:

- the Township as an additional named insured with respect to liability arising in the course of performance of the Proponent’s obligation under, or otherwise in connection with, the Contract.
- Contractual liability coverage.
- Cross-liability and severability of interests clause.
- Employers liability coverage.
- 30 day written notice of cancellation, termination or material change.
- Tenants legal liability coverage (if applicable and with suitable sub-limits).

- Non-owned automobile coverage with blanket contractual coverage for hired automobiles.

(b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than \$2,000,000 per claim and in the annual aggregate.

8.03 **Proof of Insurance**

The Proponent shall provide the Township with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Proponent shall provide the Township with renewal replacements on or before the expiry of any such insurance. Upon the request of the Township, a copy of each insurance policy shall be made available to it. The Proponent shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Township and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

8.04 **Workplace Safety and Insurance**

The Proponent warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Township upon request. The Proponent covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Proponent further agrees to indemnify the Township for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Proponent's failure to comply with any applicable workplace safety and insurance laws or related to the Proponent's status with any workplace safety and insurance board or body.

Article 9 – Termination, Expiry and Extension

9.01 Immediate Termination of Contract

The Township may immediately terminate the Contract upon giving notice to the Proponent where (a) the Proponent is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Proponent's insolvency; (b) the Proponent breaches any provision in Article 6 (Confidentiality); (c) the Proponent breaches the Conflict of Interest paragraph in Article 3 (Nature or Relationship Between Township and Proponent); (d) the Proponent, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the Township; (e) the Proponent undergoes a change in control which adversely affects the Proponent's ability to satisfy some or all of its obligations under the Contract; (f) the Proponent subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Township; or (g) the Proponent's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Proponent fails to comply with any of its obligations under the Contract, the Township may issue a rectification notice to the Proponent setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Proponent shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Township. If the Proponent fails to either comply with that rectification notice or provides a satisfactory rectification plan, the Township may immediately terminate the Contract. Where the Proponent has been given a prior rectification notice, the same subsequent type of non-compliance by the Proponent shall allow the Township to immediately terminate the Contract.

9.03 Termination on Notice

The Township reserves the right to terminate the Contract, without clause, upon thirty (30) calendar days prior notice to the Proponent.

9.04 Proponent's Obligation on Termination

On termination of the Contract, the Proponent shall, in addition to its other obligations under the Contract and at law (a) at the request of the Township, provide the Township with any completed or partially completed Deliverables; (b) provide the Township with a report detailing: (i) the current state of the provision of Deliverables by the Proponent at the date of termination; and (ii) any other information requested by the Township pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation

as may be required by the Township to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Township, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 Proponent's Payment Upon Termination

On termination of the Contract, the Township shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Proponent of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Township may hold back payments or set off against any payments owed if the Proponent fails to comply with its obligations on termination.

9.06 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Township under the Contract, at law or in equity.

9.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Township exercises its option to extend the Contract, such extension to be upon the same terms, conditions and covenants contained in the Contract. The Option shall be exercisable by the Township giving notice to the Proponent not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 Evaluation of Performance

The Proponent will be subject to performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Proponent fails to perform its obligations under the Contract, the Township may, in addition to any and all legal and equitable remedies available to it, place the Proponent on probation or suspend the Proponent from participating in future procurement opportunities.

APPENDIX B – SUBMISSION FORMS

Proponents must complete Appendix B - Submission Forms which includes:

- **RFP Package**
- **Proponent Information Form**
- **Declarations, Disclosures & Acknowledgements**
- **Appendix C - Pricing**
- **Proponent's Proposal**
- **Declaration of Accessibility Compliance Form**
- **Additional Information the Proponent believes relevant to the Proposal or scope of work**

PROPONENT'S INFORMATION FORM

PROPONENTS MUST COMPLETE THIS FORM AND INCLUDE WITH THEIR SUBMISSION

PLEASE ENSURE ALL INFORMATION IS LEGIBLE.

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

I CERTIFY THAT ALL PRICES SUBMITTED IN APPENDIX C CONSTITUTES THE OFFICIAL PROPOSAL SUBMISSION AND PRICING.

NAME:

(PRINT)

AUTHORIZED SIGNATURE:

DATE:

Declarations, Disclosures & Acknowledgements

1. 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.

2. 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.

3. 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. All pricing submitted shall be in Canadian funds.

4. No Prohibited Conduct

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

5. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

The proponent declares that:

(a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:

- (i) prices;
- (ii) methods, factors or formulas used to calculate prices;
- (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
- (iv) the intention or decision to submit, or not to submit, a proposal; or
- (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and

(b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

6. Disclosure of Proponent's 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 advisers retained by the Township to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

7. Authorized Person

The proponent confirms that the person submitting this proposal is authorized by the proponent to make these declarations and acknowledgements and to submit the accompanying proposal on behalf of the proponent.

☐ I/We have the authority to bind the proponent to these declarations and acknowledgements and to submit the accompanying submission on behalf of the proponent.

Declaration of Potential Conflicts of Interest

The proponent shall declare all actual or potential Conflicts of Interest, as defined in the solicitation document. 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 submission; and (b) were employees of the Township within twelve (12) months prior to the Submission Deadline.

Does the proponent have an actual or potential Conflict of Interest relating to the preparation of its submission, and/or does the proponent foresee an actual or potential Conflict of Interest in performing the contractual obligations as outlined in the solicitation document, where applicable?

☐ Yes ☐ No

If yes, provide details:

Addenda Acknowledgement

The Proponent acknowledges receipt of and confirms that it has reviewed and incorporated into its submission, all addenda issued by the Township in connection with this RFP, if any.

☐ Confirmed

NAME:

(PRINT)

AUTHORIZED SIGNATURE:

DATE:

DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name: _____

Print Name: _____

Title: _____

Date: _____

I acknowledge that I am required to comply with the Customer Service Standard under the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) 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 will also comply with the above requirements.

Authorized Signature

Date

I have authority to bind the Corporation

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- a) Proponents should submit their pricing information on the Required Works Table below
- b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- c) Unless otherwise indicated in the requested pricing information, 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 overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

For evaluation purposes, only Item 1 – Comprehensive Financial, Systems, and Utility Review will be used in the pricing evaluation.

Pricing submitted for Item 2 – Financial Systems Modernization and ERP Readiness (Provisional Item), Item 3 – Additional Services Hourly Rate, and any Value-Add Items will not be included in the pricing score and may be considered separately by the Township during contract award or negotiations.

Pricing is worth 25 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, which will be calculated in accordance with the following formula:

$$\text{Lowest price} \div \text{Proponent's Price} \times \text{Weighting} = \text{Proponent's Pricing Points}$$

Any modifications of this form will result in the proposal being disqualified. This Proposal Form must be completed in full.

Required Works Table

Item	Description	Unit	Amount
1	Comprehensive Financial, Systems, and Utility Review	Lump Sum	\$ _____
		<i>Subtotal</i>	\$ _____
		<i>HST</i>	\$ _____
		<i>Total</i>	\$ _____

Provisional Items

2	A7. Financial Systems Modernization and ERP Readiness	Lump Sum	\$ _____
3	Additional Services Hourly Rate (if required)	Per Hour	\$ _____

Value Add Items (optional)

			\$ _____
			\$ _____
			\$ _____
			\$ _____

Initials: _____ Date: _____

The Corporation of the Township of Ramara reserves the right to accept or reject all or part of any Proposal and reserves the right to accept other than the lowest Proposal and to cancel this Request for Proposal at any time.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The Township of Ramara is seeking a qualified proponent to undertake a comprehensive financial, operational, and systems review.

For planning purposes, proponents should be aware that the Township currently anticipates a project budget in the range of \$140,000 inclusive of HST. Proponents are encouraged to submit proposals that demonstrate best value and an appropriate level of effort to achieve the objectives outlined in this RFP.

The provisional item described in Appendix D, Section A7 may be awarded separately, in whole or in part, subject to available budget and Township discretion.

This engagement will provide the Township with a:

- Current State Assessment Report
- Risk and Gap Analysis Report
- Recommendations and Improvement Plan
- Financial Sustainability & Modernization Roadmap
- Executive Summary Presentation highlighting key findings, recommendations, and implementation priorities.

The successful proponent will have an in-depth knowledge of municipal finance, including the *Municipal Act, 2001*, the *Development Charges Act*, and other relevant legislation, asset management planning, and municipal operating and capital budgeting. The successful proponent will have experience in working with municipalities comparable to Ramara, including those with a similar population and complexity which face similar growth rates and challenges. Staff and team members assigned to the project should have relevant professional designations and demonstrated work experience.

Background

The Township has experienced a period of organizational transition over several years. Periods of transition of this nature can affect organizational continuity, including consistency in strategic direction, clarity of priorities, and the maturity and documentation of internal processes and systems.

These conditions can contribute to gaps in corporate knowledge, process standardization, and long-term planning capacity, which in turn may impact service delivery efficiency, project timelines, and public confidence.

As a result, there are opportunities to further strengthen corporate systems, improve alignment across functions, and enhance the Township's capacity for long-term planning and service delivery.

While progress has been made, further work is required to continue strengthening the Township's systems, processes, and long-term organizational capacity.

Deliverables for this project are as follows:

A1. Project Planning and Management

In collaboration with the Township, the Successful Proponent shall develop a detailed project work plan outlining the methodology, key activities, deliverables, timelines, stakeholder engagement approach, and project governance structure for the Comprehensive Financial, Systems, and Utility Review.

The scope of work shall include, at a minimum, the following:

- Facilitate a visioning and project initiation session with Township representatives to confirm project objectives, refine the scope of work, validate expected deliverables, and establish a shared understanding of the project approach and success measures.
- Engage with key stakeholder groups throughout the project, including but not limited to:
 - Senior Leadership Team
 - Council
 - Township staff ("Town Hall")
 - Other stakeholders identified by the Township
- Identify all internal stakeholder groups required to support the review and develop a comprehensive stakeholder engagement plan outlining engagement methods, timing, objectives, and communication protocols.
- Conduct meetings, workshops, interviews, and presentations with Township staff and stakeholders at key project milestones, in accordance with a project schedule approved by the Township.

- Facilitate at least one meeting with Council during the project to review progress, discuss preliminary findings, and build understanding and alignment regarding the Comprehensive Financial, Systems, and Utility Review.
- Chair and facilitate all project-related meetings and workshops. The Successful Proponent shall be responsible for preparing and distributing meeting agendas a minimum of two (2) business days in advance of each meeting and providing meeting minutes within one (1) week following each meeting. Minutes shall clearly document key discussion points, decisions, action items, responsibilities, and timelines.
- Prepare all presentation materials and supporting documentation required throughout the engagement.
- Attend meetings and present findings, recommendations, technical information, and project updates, as required, to:
 - The Township's Project Team
 - The Township's Senior Leadership Team
 - Council
 - Other stakeholder groups identified during the course of the project
- Respond to questions, provide clarification, and support informed decision-making by Township administration and Council throughout the project.

The Successful Proponent shall maintain regular communication with the Township's Project Manager and provide ongoing status updates throughout the duration of the assignment.

Deliverables for RFP Submission – A1

- Project Plan and Schedule
- Internal Stakeholder Engagement Plan
- Proposed Project Team with Bios

A2. Review of Core Financial Systems: Conduct a Current State Financial & Operational Assessment

Scope of Work

The Proponent will conduct a comprehensive review of the organization's current financial position and operational performance, including:

- Financial statement analysis and key performance indicators (KPIs)
- Revenue, expenditure, and cash flow assessment
- Review of operational processes and workflows

- Benchmarking against industry best practices
- Identification of strengths, constraints, and improvement opportunities

Deliverable - A2: Current State Assessment Report providing a clear understanding of financial health and operational effectiveness.

A3. Review of Core Financial Systems: Conduct a Risk, Gap & Efficiency Analysis

Scope of Work

A detailed evaluation of areas impacting performance, compliance, and sustainability, including:

- Identification of operational inefficiencies and process bottlenecks
- Assessment of financial, operational, and compliance risks
- Review of internal controls and governance practices
- Gap analysis of systems, processes, policies, and reporting capabilities
- Prioritization of issues based on impact and urgency

Deliverable – A3: Risk and Gap Assessment Report outlining key findings and priority areas for improvement.

A4. Review of Core Financial Systems: Provide Recommendations & Improvement Plan

Scope of Work

Development of practical, actionable recommendations designed to enhance performance and strengthen organizational effectiveness, including:

- Opportunities to improve financial management and reporting
- Process optimization recommendations
- Internal control and governance enhancements
- Resource allocation and efficiency improvements
- Technology and system modernization opportunities

Deliverable - A4: Recommendations Report with prioritized initiatives, expected benefits, resource requirements, and implementation considerations.

A5. Review of Core Financial Systems: Develop a Financial Sustainability & Modernization Roadmap

Scope of Work

A phased roadmap to guide implementation and support long-term organizational success, including:

- Short-, medium-, and long-term improvement initiatives
- System modernization strategy
- Internal control strengthening plan
- Change management and stakeholder engagement considerations
- Performance measurement framework and success indicators
- Financial sustainability strategies to support future growth and resilience

Deliverable A5: Strategic Roadmap and Implementation Plan detailing timelines, priorities, milestones, responsibilities, and measurable outcomes.

A6. Review of Water and Wastewater Financial Model

Scope of Work

The Proponent will undertake a comprehensive review of the Municipality's existing water and wastewater financial model to assess its effectiveness, sustainability, and alignment with current service delivery objectives. The review will include:

- Evaluation of the current rate structure, funding framework, and cost recovery practices.
- Review of existing policy/bylaws for revenue gaps
- Analysis of lifecycle costs and financial requirements in relation to asset management plans and infrastructure renewal needs.
- Assessment of reserve and reserve fund adequacy to support future capital investments and long-term financial obligations.
- Benchmarking of reserve balances and practices for water and wastewater.
- Review of regulatory requirements and associated financial impacts, including current and anticipated compliance costs.
- Development and assessment of long-term financial sustainability models over a 10- to 20-year planning horizon.

- Analysis of ratepayer affordability and potential impacts of future rate adjustments on users.

Deliverable -A6

The Proponent will provide the following deliverables:

- A comprehensive Long-Term Financial Plan for the Municipality's water and wastewater services.
- Rate structure and financial model scenarios, including evaluation of alternatives and recommended rate adjustments.
- A sustainability and risk assessment identifying key financial pressures, vulnerabilities, and mitigation strategies.

A7. Financial Systems Modernization and ERP Readiness (Provisional Item)

The work described in this section is a provisional component of the project and will be priced separately by the Proponent. The Township reserves the right, at its sole discretion, to include or exclude all or part of this provisional work at the time of contract award or during contract negotiations, based on project priorities, available budget, and the pricing received.

Proponents shall provide a separate lump sum price for this provisional item in Appendix C – Pricing.

The Township makes no guarantee that the Provisional Item will be awarded.

Scope of Work

The successful proponent will provide consulting services to support the Township in assessing its current financial systems environment and developing a roadmap for future financial systems modernization and ERP readiness. The scope of work shall include, but is not limited to, the following:

- Assess the functionality, performance, and limitations of the Township's current Enterprise Resource Planning (ERP) system and related financial applications in meeting current and future operational, financial management, reporting, and regulatory requirements.
- Evaluate existing business processes and identify gaps between current system capabilities and leading practices in municipal finance, budgeting, reporting, asset management, revenue management, and service delivery.
- Develop and document high-level business, technical, and functional requirements to support the selection and implementation of a future ERP or financial management solution.

- Assess organizational readiness for ERP modernization, including process standardization opportunities, data quality and governance considerations, change management requirements, resource capacity, and recommended implementation sequencing.
- Provide strategic advice regarding future procurement and implementation approaches, including procurement options, evaluation considerations, indicative implementation timelines, resource requirements, and high-level cost estimates.
- Review all current payment processing platforms and associated technologies, including but not limited to Bambora, PerfectMind, PaySimply, CityWide, and other related systems. The review shall include integration capabilities, reconciliation processes, operational workflows, reporting functionality, administrative effort, and overall effectiveness.
- Evaluate the necessity and value of existing payment platforms and identify opportunities to consolidate systems, reduce complexity, enhance automation, improve integration, and strengthen payment processing and reconciliation practices.
- Conduct a comprehensive inventory and assessment of software applications used across all Township departments to identify duplicated functionality, underutilized systems, integration challenges, operational inefficiencies, and opportunities for system consolidation and cost reduction.
- Identify opportunities to improve customer service and digital service delivery through future system modernization initiatives, including enhanced online and self-service capabilities such as access to tax account information, account management, payments, permits, registrations, and other citizen-facing services.
- Develop recommendations and a phased roadmap outlining priorities, dependencies, risks, investment considerations, and next steps to support the Township's financial systems modernization strategy and ERP implementation readiness.

Deliverable - A7

At a minimum, the Proponent shall provide:

1. Current State Assessment Report.
2. ERP Readiness and Gap Analysis.
3. Software and Payment Systems Inventory and Assessment.
4. Future-State Business and Functional Requirements.
5. Recommendations for System Consolidation and Process Improvement.
6. High-Level Implementation Roadmap, including procurement considerations, timelines, resource requirements, and budget estimates.

7. Final Report and presentation to Council and/or senior administration summarizing findings and recommendations.

A8. PROPOSED SCHEDULE

The project will commence upon award of the contract with the report and proposed financial policies finalized by December 31, 2026. A final presentation to Council is to be delivered no later than February 1, 2027 (exact meeting date TBD).

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Forms (Appendix B)

Proponents must complete the Appendix B - Submission Forms declarations, disclosures and acknowledgements.

2. Pricing (Appendix C)

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

4. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

Prior to contract award, the selected proponent will be required to provide the following documents:

1. Signed Agreement – Appendix A – Form of Agreement, subject to any negotiated changes;
2. Current insurance certificate on the Township's standard insurance form that includes at a minimum, the requirements as outlined in Appendix A – Form of Agreement;

3. Valid Workplace Safety and Insurance Board Certificate (WSIB) of clearance; and
4. Completed Electronic Funds Transfer Form.
5. No contract is awarded and no Deliverables are to commence until the Township provides the selected proponent with written confirmation that all conditions are satisfied and/or provides the selected proponent with a fully executed copy of the Agreement.

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.

Rated Criteria Category	Weighting (Points)	Threshold
1. Company Background & Relevant Experience (25 points)		70%
a) Company Background	5	
b) Ability and Experience - Narrative	10	
c) Relevant Project Examples	10	
2. Key Personnel & Organizational Chart (20 points)		
a) Key Personnel	15	
b) Organizational Chart	5	
3. Understanding of the Project, Work Plan & Schedule (30 points)		
a) Understanding of the Project	15	
b) Work Plan	10	
c) Project Schedule & Time Task Table (without pricing)	5	
Rated Criteria	75	
Pricing (See Appendix C for details)	25	
Total Points	100	

Suggested Proposal Content for Non-Price Criteria

Each proponent should provide the following suggested content in their proposal:

1. Company Background & Relevant Experience (25 Points)

- a) **Company Background** - Provide a detailed outline of your company background, main discipline(s), secondary discipline(s) if applicable, and at a minimum include the number of employees and years in business; (5 points)
- b) **Ability and Experience – Narrative** (10 points):
 - i. Provide a detailed outline of relevant experience and how the experience relates to the work detailed in the Deliverables within this RFP. The experience narrative should tie directly into the Relevant Project Examples that are provided in the submission;
 - ii. Articulate key lessons learned on prior projects and how your company would apply those to this project and why;
 - iii. Provide what your firm's competitive edge is over others; and
 - iv. In review of the RFP, outline any critical factors that will enable this project to be successful if your company is selected and why.
- c) **Relevant Project Examples** - Provide details of a minimum of three (3) project examples of relevant ability and experience from separate clients other than the Township that are completed and demonstrate a similar scope as specified in the Deliverables from within the previous three (3) year period from the issuance of this RFP document. (10 points)

2. Key Personnel & Organizational Chart (20 Points)

- a) **Key Personnel** - Provide an outline of the key personnel and any sub-consultants, if applicable, that will be assigned to the project, and include what their roles will be, any applicable credentials, years they have worked in the specific role being proposed in this project, years experienced in the field and years worked for the company. CVs should also be provided for all proposed project team members, including any sub-consultants; (15 points)
- b) **Organizational Chart** - Provide an Organizational Chart for the proposed project team that will be assigned to this project and include names, titles, and reporting relationships. Any sub-consultants included on the project team should also be included in the Organizational Chart. (5 points)

3. Understanding of the Project, Work Plan & Schedule (30 points)

- a) **Understanding of the Project** - Provide in detail, your company's understanding of the project, project objectives, identified or anticipated challenges, risks, and areas of opportunities; (15 points)

- b) **Work Plan** – The work plan should include at a minimum, key tasks to be completed for the project which should match the tasks listed in the proponent's project schedule. The work plan should include if applicable, a section which identifies all relevant materials and background information that may be required from the Township and the time commitment (number of hours) anticipated from Township staff throughout the project. In addition, provide supportive reasoning on the proposed approach and how your company plans on addressing any identified or anticipated challenges, risks, and opportunities; (10 points)
- c) **Project Schedule and Time Task Table (without pricing)** - The Township expects proponents to review Appendix D – RFP Particulars, A8. Township's Proposed Project Schedule to determine if it is realistic and achievable. Proponents will provide their own detailed project schedule with supporting explanations where the proponent's schedule deviates from the schedule in Appendix D – RFP Particulars, A8. Township's Proposed Project Schedule. Project schedule should be in the form of a GANTT chart that articulates the proponent's proposed work plan. Time task table should include key personnel, tasks assigned, number of hours and total number of hours (without pricing). (5 points).