



TOWNSHIP OF HAMILTON

RFP# Admin 2018-01

Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone No. (Include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

RFP CLOSING DATE: November 08, 2018, at 2:30pm local time.

TO: Paul Dowber, Treasurer
Township of Hamilton Administrative Building
8285 Majestic Hills Dr.
Cobourg, Ontario
K9A 4J7
(905) 342-2810

INFORMATION TO BIDDERS

- a) Type of Contract: To provide a redesign of the website for the Township of Hamilton
- b) Proposal: Four (4) copies of the technical proposal and one copy of the cost proposal in a separate envelope properly signed and sealed in an envelope with the RFP number clearly marked on the front will be received at the Township of Hamilton Administrative Building, 8285 Majestic Hills Dr., Cobourg, K9A 4J7 on or before **November 08, 2018 at 2:30pm** local time as designated by the atomic time clock in the municipal office.
- c) RFP Schedule Summary
- | | |
|-------------------------|------------------------------|
| Mandatory Site Meeting: | N/A |
| RFP Closing: | November 08, 2018 at 2:30pm |
| Last Day for questions: | November 01, 2018 at 4:30pm |
| RFP Award: | (estimate) November 20, 2018 |
| Start Date: | TBD |
- d) Proposals will be opened on the same day of closing.
- e) Lowest or any Bid not necessarily accepted.
- f) The Township reserves the right to reject any or all bids received.
- g) The awarding of this RFP is subject to the approval of the Township of Hamilton Council.
- h) This RFP contains:

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1 INSTRUCTIONS TO BIDDERS

1.1 Invitation

1.1.1 Scope of Work

The scope of this project is to design and implement a municipal website complete with a content management program to allow modifications and maintenance by Municipal staff. The proponent will provide training for Municipal staff.

The design itself shall be a collaboration of ideas from the Municipality, users and the consultant. The website must provide easy access to Municipal services, comply with the Accessibility for Ontarians with Disabilities Information and Communication Standard, be adaptable to current and changing technology, and include utilizing posted information on the existing website as well as the implementation of new information and features.

The evaluation team will determine the broadest range of services that can be achieved with the current project budget of \$50,000.

1.1.2 RFP Call

1.1.2.1 Submissions signed under seal, executed, and dated will be received by the Owner, at the offices of:

The Corporation of the Township of Hamilton
c/o Paul Dowber, Treasurer
8285 Majestic Hills Dr.
Cobourg, Ontario K9A 4J7

Before the time for bid closing of 2:30pm local time as designated by the office atomic time clock on November 08, 2018.

1.1.2.2 The Owner may, by addendum, extend the submission closing time or any other scheduled dates relating to this RFP call.

- 1.1.2.3 Proposals submitted after the submission closing time will not be considered and will be returned to the Proponent unopened. Submissions will not be opened publicly. All documentation is subject to review for mathematical accuracies, compliance with the specifications, and compliance with the terms and conditions of the Request for Proposal, the completion of which will ultimately determine the successful bidder. **All RFP awards are subject to Township of Hamilton Council Approval.**
- 1.1.2.4 Amendments to a submitted Proposal will be permitted if received by the Owner in writing prior to submission closing time and if endorsed by the same party or parties who signed and sealed the submitted Proposal. A submitted Proposal amendment shall state the amount to be added to or deducted from the Bid Price.
- 1.1.2.5 Proposals and amendments, submitted by telephone, facsimile or electronic mail will not be considered by the Owner.
- 1.1.2.6 A Proponent may withdraw its submission at any time prior to the submission closing time by delivering a written notice of withdrawal to the Owner. The withdrawal will be in effect as of the time said notice is received by the Owner.
- 1.1.2.7 Proponents agree to prepare and submit bids at their own cost. The Owner is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the Proposal. All such costs shall be the Proponent's sole responsibility.
- 1.1.2.8 Proposals will be called, received, evaluated, accepted, and processed in accordance with The Corporation of the Township of Hamilton's Purchasing Policy. By submitting a Proposal each Bidder agrees to be bound by the terms and conditions of that Policy and those procedures and any amendments to them, as fully as if it were reproduced and attached to this Request for Proposal.

1.1.3 RFP Bid Price

The price(s) quoted shall be in Canadian funds and shall include HST where applicable.

1.2 Contract and Bid Documents

1.2.1 Definitions

- 1.2.1.1 The word Bidder is interchangeable with the word Proponent in this document. The term “Bid Document” is interchangeable with “Request for Proposal” (RFP) in this document.
- 1.2.1.2 Bid Price: The Bid Price is the monetary sum identified by the Bidder in its Itemized Bid Form.

1.2.2 Availability

- 1.2.2.1 Bid Documents may be obtained on the Township’s website or at www.biddingo.com. Hard copies of the Bid Documents may also be obtained at the Township’s Administration Building, located at 8285 Majestic Hills Dr., Camborne, Ontario.
- 1.2.2.2 Upon Receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidders shall immediately notify the Owner if the Bid Documents are incomplete or upon finding discrepancies, errors or omissions in the Bid Documents.

1.2.3 Queries and Addenda

- 1.2.3.1 All inquiries from Bidders regarding the Bid Documents must be in writing by way of e-mail and received by the Township to: Paul Dowber, Treasurer, at pdowber@hamiltontownship.ca. The latest time for any inquiries is November 01, 2018 at 4:30pm.
- 1.2.3.2 Addenda may be issued during the bidding period. All addenda become part of the Bid Documents. Bidders shall include all costs of all addenda in the Bid Price.
- 1.2.3.3 Verbal answers given by the Owner to queries are only binding when confirmed by written addendum.

1.3 Bid Submissions

1.3.1 Submissions

- 1.3.1.1 Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

- 1.3.1.2 All Bid Forms must be fully completed, signed under seal by a duly authorized representative of the Bidder, dated and submitted in a clear and legible manner. Signature and all other entries shall be completed in ink or shall be typewritten. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the Specification Forms must be filled in.
- 1.3.1.3 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscured, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Owner, be declared invalid and rejected.
- 1.3.1.4 Bids with Bid Forms and enclosures which are improperly prepared may be, at the Owner's sole discretion be declared invalid.
- 1.3.1.5 All submitted bids and supporting documentation become the property of the Owner and will not be returned.

1.4 Offer Acceptance or Rejection

1.4.1 Duration of Offer

- 1.4.1.1 Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the Bid closing time.

1.4.2 Clarification of Bids

- 1.4.2.1 The Owner may, at anytime following the Bid closing time, request that any Bidder clarify its Bid. Bidders shall provide a written response to any such request for clarification within three (3) working days following receipt of such a request, or within such shorter time as the Owner may require. The Owner may require any Bidder to submit additional information clarifying any matters contained in its Bid and require the relevant Bidder's acknowledgement of the accuracy of that interpretation.
- 1.4.2.2 The additional information accepted by the Owner and written interpretations which have been acknowledged by Bidders shall be considered to form part of the Bids of those Bidders.
- 1.4.2.3 The right to request clarification of Bids by the Owner as provided herein within the sole, complete and unfretted discretion of the Owner and is for the Owner's sole benefit, and may or may not be exercised by the Owner at any time and in respect to any or all Bids.

- 1.4.2.4 The Owner's right to request clarification of Bids as provided herein shall not in any way impose upon the Owner a requirement to clarify with a Bidder any part of a Bid, and where in the opinion of the Owner the Bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the Owner may reject a Bid either before or after seeking a clarification under this section.
- 1.4.2.5 The seeking of a clarification of a Bid by the Owner as provided herein shall not in any way oblige the Owner to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Bid or any other Bid.
- 1.4.2.6 All Bid clarifications submitted by a Bidder shall be in writing in a form satisfactory to the Owner.

1.4.3 Acceptance or Rejection of Offer

- 1.4.3.1 The submission of Bids does not obligate the Owner to accept any Bid or to proceed with the purchase.
- 1.4.3.2 Bids which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Bid Documents or are otherwise irregular in any way may, at the sole and absolute discretion of the Owner, be declared invalid and rejected.
- 1.4.3.3 The Owner retains the separate right to accept or waive irregularities if, in the Owner's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Owner may, as a condition of bid acceptance, request the Bidder to correct a minor or technical irregularity with no charge to the Bid Price.
- 1.4.3.4 The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Bid, shall be at the Owner's sole and absolute discretion.
- 1.4.3.5 The Owner reserves the right to accept or reject any or all Bids or to accept any Bids should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest Bid will not necessarily be accepted.
- 1.4.3.6 Bidders expressly waive any and all rights to make any claim against the Owner for any matter arising from the Owner exercising its rights as stated in these Instructions to Bidders.

1.4.4 Proof of Ability – Prequalification

- 1.4.4.1 To qualify, a Bidder must have been in the business of providing website design and consultation services for a period of not less than three (3) years and performing contracts similar in size to this proposed Contract.
- 1.4.4.2 Where deemed necessary by the Township, the Bidder will be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the Services outlined in the RFP Documents. Insufficient experience may result in disqualification.

1.5 Indemnification

- 1.5.1.1 The Contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the Contractor of his/her obligations under any resulting contract.

1.6 Notice of Cancellation

- 1.6.1.1 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse and shall contain the necessary “Endorsements” to provide the Township with thirty (30) days prior written notice by registered mail to the attention of the Treasurer.

1.7 Damage Claims

- 1.7.1.1 The proponent shall protect the Work, the Owner’s property, and any surrounding private property from damage, and shall be responsible for any damage that may arise as the result of his/her operations under the RFP.

1.8 Statutes and Regulations

- 1.8.1.1 The successful Proponent shall comply with all Federal, Provincial and Municipal laws and regulations, including but not limited to the Workplace Safety and Insurance Act, The Occupational Health and Safety Act and regulations including W.H.M.I.S. Any required permits or inspections shall be the complete responsibility of the proponent.

2 RFP DETAILS/SPECIFICATIONS

2.1 Township Information

Township of Hamilton
8285 Majestic Hills Dr.
Cobourg, ON K9A 4J7
905-342-2810

2.2 Duties of the Township of Hamilton

- 1) Invite contractors to submit a proposal for the redesign of the Township of Hamilton Website
- 2) Select a contractor to complete the work based on the submitted proposal and outlined proposal evaluation criteria (see evaluation criteria).
- 3) Liaise with the successful candidate to ensure that the Website Redesign meets the Township's needs and is completed in accordance with the Township's guidelines and policies.

2.3 General Requirements

- 1) The Township of Hamilton's website requires redesign and updates to allow for simple access by internal and external stakeholders to:
 - provide access to township forms, policies and publications to internal stakeholders
 - links to third party service providers such as fire burn permits, service requests, marriage licenses, 911 signs, roads entrance deposits etc. to external stakeholders
 - access to enhance delivery and awareness of public services

All Departments will be represented as well as Hamilton Township's Committees.

- 2) Day to day management of content for the website is managed by staff of the Township of Hamilton.
- 3) The information of the Municipal website should be directed towards:
 - municipal residents
 - businesses
 - visitors
 - prospective businesses
 - other government agencies

- civic groups or associations
 - any other person or agency seeking wishing to obtain information about the Township of Hamilton
- 4) The scope of this project is to design and implement a municipal website currently hosted by iCompass, with a content management program to allow modifications and maintenance by Municipal staff. The proponent will provide training and relevant manuals or materials for Municipal staff.
 - 5) The content shall be a collaboration of ideas from the Municipality and the Consultant. The website must provide easy access to Municipal documentation and services, comply with the Accessibility for Ontarians and Disabilities Information and Communication Standard, be adaptable to current and changing technology, include utilizing posted information on the existing website, as well as the implementation of new information and features.
 - 6) Convert some existing data from the present site (<http://www.hamiltontownship.ca>) and include new information and structure with increased functionality to the new site, in collaboration with municipal staff.

2.4 Specifications

<u>Item</u>	<u>Specifications</u>	<u>YES/NO/EXCEPTION</u>	<u>Comments:</u>
1	<u>GENERAL:</u>		
1.1	Training to manage all pages within the site in house by non-technical staff		
1.2	Conform to World Wide Web Consortium Web Content Accessibility Guidelines 2.0 (W3C) at Level AAA, including all content		

1.3	Ability to complete fill able forms by internal stakeholders through an intranet section of the site for items such as expense reports and cheque requisitions etc., to print and to save document in pdf form		
1.4	Ability to submit fill able forms by the public on the site (such as marriage licences, roads deposit forms, tax and water forms) and through third party partners for items such as burn permits and service requests, with relevant security features.		
1.5	Include an updated/modernized event calendar for municipal and community events		
1.6	A search function for municipal documentation that has been posted through agendas and minutes		
1.7	A search function for all municipal content		

1.8	A news management module that allows content managers to create and manage news items to appear on site		
1.9	A business registry component with a mapping connection to permit visual presentation of businesses operating in the Township.		
1.10	An interactive map to display construction areas, available commercial and industrial lands, municipal facilities and areas of interest		
1.11	Further economic development content providing information to tourists and visitors, as well as information on local events such as fairs, races and local events.		
1.12	Social media integration		
1.13	Platform is designed to allow additional tools to be added in the future, such as webinar hosting, and analytic tools (i.e. page counter to determine relevance of pages within the site),		
2	SITE SPECIFIC:		

2.1	All images and graphics to be optimized for best performance, maintaining a comment theme and consistent design		
2.2	Easy electronic access to public information with a fully responsive design to work with common browsers and mobile devices		
2.3	All content must meet all W3C guidelines for content and accessibility, achieving WCAG 2.0 and OADA compliance		
2.4	Ability to incorporate an e-commerce site system at a later date		
2.5	Provide details of system support and maintenance options available for the proposed system, including support (written, online or other), warranty, and response times		
3	<u>CLIENT CONSULTATION:</u>		
3.1	A scheduled meeting with the web design consultant and Municipal staff to review the project deliverables and work schedule prior to any work being undertaken		

3.2	Review of public input through a poll function on the present website		
3.3	A scheduled meeting with the web design consultant and Municipal staff to review the project deliverables prior to final payment		
4	<u>OTHER COSTS:</u>		
4.1	Hourly rates shall be provided for any additional items that may be requested for work outside of an agreed Contract		

2.5 Proposal Submitted by Bidder

The Bidder's proposal must contain at least, but is not necessarily limited to, the following:

- 1) A work chart or schedule showing the timing of the major tasks or milestones.
- 2) Bidders shall describe their previous work of this type, highlighting their experience and expertise in a similar kind of project.
- 3) Cover sheet – the Bidder's proposal must include the completed Cover Sheet

2.6 Evaluation Criteria

Proposals meeting the mandatory requirements will be further assessed against the following criteria. The relative weighting for each criterion is also given:

Criteria	Weight
Design Bidder creates a proposal that meets the Township's needs and the requirements set out in this RFP	30
Schedule Bidder provides a detailed proposed work schedule.	20
Cost Breakdown of costs to meet needs elements and the rate for any extra special services identified	20
Experience Bidder shows a history of past projects which are similar in size and type	30

3 GENERAL CONDITIONS

3.1 Interpretation

In the contract "Work" means the whole of the work, services and materials required to be done, furnished and or performed by the Contractor in order to carry out the Contract.

3.2 Status of the Contractor

The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the Township.

3.3 Amendments

No amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment executed by the authorized representatives of the Township and of the Contractor.

3.4 Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work.

3.5 Subcontracting:

Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Township in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.

Notwithstanding the above, the Contractor may, without prior consent of the Township, subcontract such portions of the Work as is customary in the carrying out of similar contracts. In any Subcontract, the Contractor shall, unless the Township otherwise consents in writing ensure that the subcontractor is bound by terms and conditions of the Contract.

3.6 Time of the Essence

Time is of the essence of the Contract.

3.7 Inspection of the Work

The Work shall be subject to inspection and acceptance by the Township.

3.8 Infringement

The Contractor warrants that no Work furnished in accordance with this contract shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The Contractor at its sole cost and expense shall defend and hold harmless the Township, its agents, employees and customers against any and all suits, actions and claims arising out of any and every charge of infringement.

3.9 Indemnification

The Contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the negligent performance or non-performance of the Contractor of his/her obligations under any resulting contract.

3.10 Payment

Payment by the Township for the Work shall be made following delivery, inspection and acceptance of the Work, and following presentation of an invoice which correctly corresponds with the work provided. Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the work, whichever date is later.

3.11 Conflict of Interest

All firms are required to disclose to the Township prior to accepting the assignment any potential conflict of interest. If a conflict of interest does exist, the Township may, at its discretion, withhold the assignment from the Contractor until the matter is resolved to the satisfaction of the Township. If, during the contract, a contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the Township and if a significant conflict of interest is deemed to exist by the Township, then the Contractor shall:

- 1) Refuse the new assignment, OR
- 2) Take such steps as are necessary to remove the conflict of interest.

3.12 Fraud or Bribery

Should the Contractor, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Township, or to commit fraud against the Township, the Township shall be at liberty to declare the Bid void forthwith, or the Township to take the whole or any part of the contract out of the hands of the Contractor, and to invoke the provisions of termination.

3.13 Environmental Purchasing

The Township is committed to the principles of sustainable development and will apply environmentally sound practices in fulfilling its mandate in the planning and provision of materials, services and programs. Contractors are encouraged to adopt and promote environmentally sound practices and introduce environmentally sound goods, materials and services when dealing with the Township.

3.14 Municipal Freedom of Information and Protection of Privacy Act

The Township of Hamilton is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended (“MFIPPA”) with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Township in response to this Request for Proposal may be available to the public unless the party submitting the information requests that it be treated as confidential. All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding your request to keep the information confidential.

3.15 Entire Agreement

The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

3.16 Applicable Laws

This Contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in Ontario.

3.17 Accessibility for Ontarians with Disabilities Act, 2002 (AODA)

The Township of Hamilton is committed to providing equal treatment to people with disabilities with respect to the use and benefit of Township services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All contractors with the Township must comply with all laws applicable to the performance of the work.

Effective 1 January 2010, third party Contractors who deal with the public or other third parties on behalf of the Township, as well as contractors who participate in developing Township policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07 (Appendix A), under *The Accessibility for Ontarians With Disabilities Act, 2005 (AODA)*.

Contractors shall ensure that training records are maintained, including dates when training is provided, the number of employees who received training and individual training records. Contractors are required to ensure that this information will be made available, if requested by the Township.