



## **REQUEST FOR PROPOSALS ROADS NEEDS STUDY**

Request for Proposals No. **2021-02**

Issued: **August 3, 2021**

Submission Deadline:  
**August 19, 2021 at 12:00 p.m. noon**

By Email to:  
Scott Cameron, Manager of Public Works  
**[scameron@dnetownship.ca](mailto:scameron@dnetownship.ca)**

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# TABLE OF CONTENTS

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<b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS</b> .....	<b>2</b>
1.1 Invitation to Proponents.....	2
1.2 RFP Contact.....	2
1.3 Contract for Deliverables.....	2
1.4 RFP Timetable.....	2
1.5 Submission of Proposals.....	3
<b>PART 2 – PROJECT SCOPE &amp; DELIVERABLES</b> .....	<b>4</b>
<b>PART 3 – EVALUATION, NEGOTIATION AND AWARD</b> .....	<b>9</b>
2.1 Stages of Evaluation and Negotiation.....	9
2.2 Stage I – Mandatory Submission Requirements.....	9
2.3 Stage II – Evaluation .....	9
2.4 Stage III – Pricing.....	9
2.5 Stage IV – Ranking and Contract Negotiations.....	9
<b>PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS</b> .....	<b>11</b>
3.1 General Information and Instructions.....	11
3.2 Communication after Issuance of RFP .....	12
3.3 Notification and Debriefing .....	12
3.4 Conflict of Interest and Prohibited Conduct .....	13
3.5 Confidential Information.....	14
3.6 Procurement Process Non-Binding .....	15
3.7 Governing Law and Interpretation .....	15
3.8 Accessibility for Ontarians with Disabilities Act .....	16
<b>APPENDIX A – FORM OF AGREEMENT</b> .....	<b>18</b>
<b>APPENDIX B – SUBMISSION FORM</b> .....	<b>21</b>
<b>APPENDIX C – PRICING</b> .....	<b>24</b>
<b>APPENDIX D – RFP PARTICULARS</b> .....	<b>25</b>
A. THE DELIVERABLES.....	25
B. MATERIAL DISCLOSURES .....	26
C. MANDATORY SUBMISSION REQUIREMENTS .....	26
D. MANDATORY TECHNICAL REQUIREMENTS .....	26
E. PRE-CONDITIONS OF AWARD.....	27
F. RATED CRITERIA.....	27
<b>APPENDIX E - ACCESSIBILITY STANDARDS</b> .....	<b>29</b>

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

### **1.1 Invitation to Proponents**

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the Township of Drummond/North Elmsley (the “Township”) to qualified consultants to submit proposals for the Roads Needs Study as further described in Appendix A of the RFP Particulars (Appendix D) (the “Deliverables”).

### **1.2 RFP Contact**

For the purposes of this procurement process, the “RFP Contact” will be Scott Cameron, Manager of Public Works, 613-267-6500 x 250 or email: [scameron@dnetownship.ca](mailto:scameron@dnetownship.ca).

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

### **1.3 Contract for Deliverables**

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

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

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

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

### **1.4 RFP Timetable**

#### **1.4.1 Key Dates**

<b>Activity</b>	<b>Date</b>
Issue Date of RFP	August 3, 2021
Deadline for Questions	August 16, 2021 12:00:00 p.m. local time
Submission Deadline	August 19, 2021 12:00:00 p.m. local time
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	Week of August 23, 2021
Award RFP	Week of August 30 – September 3, 2021
Draft Report to Council	October 26, 2021
Public Open House	November 9, 2021
Final Report to Council	December 14, 2021

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

## **1.5 Submission of Proposals**

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

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

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

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

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

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

The maximum email file size is 30 MB.

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

### **1.5.4 Amendment of Proposals**

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

### **1.5.5 Withdrawal of Proposals**

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

[End of Part 1]

## PART 2 – PROJECT SCOPE & DELIVERABLES

**Roads Needs Study.** The purpose of the Roads Needs Study is to conduct a comprehensive evaluation of the entire Township’s Road network.

The final report shall discuss and detail the system’s: time of need, system adequacy, recommended funding levels, identification of any horizontal or vertical alignment, deficiencies, drainage improvement requirements, summarize the road condition ratings by road section, assign priority ratings, and time of need and optimal rehabilitation strategies.

The program shall include a full range of capital restoration and maintenance options from asphalt patching, surface treatments, mill and pave, pulverize and pave to full reconstruction. See ‘Ten Year Program’ below for further details. It should also address all of the other elements as specified throughout this ‘Project Scope & Deliverable’ section.

The study – including report format, data collection, and road ratings – shall be delivered in accordance with the most current Ontario Provincial Standards, Statutes, and Regulations, including those issued by the Ministry of Transportation (MTO) and the Ministry of the Environment, Conservation and Parks (MOECP).

Respondents will be evaluated on the proposed study methodology with objective, impartial, accurate and standardized methods being rated higher.

All roads within the Municipality shall be inventoried with the exception of Private Roads and Provincial and County Highways.

Surface Type	# of Roads	Length
Gravel, stone or other loose top:	130	115.60 km
Low-class bituminous (LCB):	5	13.5 km
High-class bituminous (HBC):	125	128.11 km

The Roads Needs Study will be prepared with reference to the Township of Drummond-North Elmsley’s corporate direction as per the ‘Reports, Studies and Policies’ listed on the Township’s website under: <https://www.dnetownship.ca/township-services/reports-studies-and-policies> and in particular the Official Plan and the Strategic Plan.

It will be particularly important to align findings with the principles articulated in the Strategic Asset Management Policy and the Asset Management Plan, an update of which will need to be compliant with O.Reg. 588/17 requirements. It is important that this Roads Needs Study supports the ‘line of sight’ decision-making needed by Township Council and staff.

### Field Review

Carry out a field review of the road inventory for condition assessment and data collection, including structural adequacy, drainage, driving surface width, road platform width, road section length, surface type, and surface condition in accordance with the Ministry of Transportation (MTO) Inventory Manual for Municipal Roads.

## Deficiency Identification

Consistent with all MTO and MOE Design guidelines and other Provincial and municipal regulations, and for each road class/surface type, identify needs and costs by road section to correct deficiencies related to the following:

- Road and intersection geometrics – Improvements to horizontal and vertical alignments, sight lines and surface widths.
- Road surface and sub-surface conditions – Improvements to the surface and sub surface designs relative to traffic and truck volumes and roadside environments.
- Cross section environment – Improvements from rural or semi urban to semi urban or urban environments.
- Travel platform width and shoulder width conditions – Improvements to the road platform and road shoulders to meet operational and safety requirements.
- Traffic capacity – Capacity improvements to meet traffic operations at intersections and mid-blocks.
- Drainage needs and erosion control – Improvements to capacity and integrity of the stormwater management systems based on the frequency and severity of flooding onto the roadway and road right-of-way.
- Roadside safety devices and signage – Improvements to adequacy and compliance of devices and signage.

As part of the above assessments include the following considerations:

- Coordination with other projects including pavement rehabilitation and reconstruction needs.
- “High” maintenance road sections and possible improvements to reduce maintenance activities and costs.
- Cost effective options to address and mitigate risks in lieu of more costly road realignment improvements (e.g., reduce posted speeds, additional warning signs, barriers, lighting, sightline clearing, etc.).

## Condition and Priority Rating

A Road Priority Rating for each surface type shall be determined based on the Ontario Ministry of Transportation’s road system rating scheme including a Pavement Condition Index number, a corresponding condition rating and time of need. Careful consideration should be given to most appropriate pavement management strategies to achieve state-of-good-repair, especially where funding is limited. Higher priority should be given to those programs that extend the life cycle of the asset by providing the correct treatment at the optimum time. The primary goal of any asset management strategy should be, as an absolute minimum, to maintain overall system adequacy. The successful proponent will provide Township of Drummond/North Elmsley staff with the condition rating system and pavement management strategies in a format suitable for continued use by Township staff.

## Review Road Sections

Confirm the limits and nature of road sections and update the Township data as appropriate, including road classifications with respect to the Maintenance Standards. The Township of Drummond/North Elmsley's road numbering system shall be utilized for the study.

### **Benchmark Costs**

Benchmark Costs shall be provided in table form and be used to estimate the costs for recommended life cycle activities for each road section and surface type. The unit costs shall be compiled from relevant construction projects and maintenance practices from within the municipality and in the area with sufficient sample size to be considered typical. Basic construction and maintenance factors shall be established and appropriately applied to estimates including but not limited to:

#### Capital Costs:

- Engineering factor (to account for engineering costs associated with design and construction supervision)
- Contingency factor (to allow for unforeseen costs); and
- Terrain and soil type factor (factor for difficult terrain or presence of rock).

#### Preventative Maintenance Costs:

- Labour and Supervision
- Materials
- Equipment and fuel
- Overhead

### **Surface Management / Lifecycle Cost**

Develop a surface management program including life cycle curves and lifecycle costing for each surface type. The life cycle costs shall be applied to each segment in the inventory.

### **Cross-section and Surface Type**

Recommend the preferred cross-section and surface type for various rural road classes and the associated construction costs to convert the cross-sections.

### **Ten Year Program**

The 10-year capital program should recommend the levels of investments required to achieve state-of-good repair targets and current levels of service.

Develop the following a ten-year capital upgrade / re-construction program based on the following scenarios:

- No Investments
- Total Investments to address recommended 10-year pavement needs
- Investments to maintain the current network PCI
- Investments to achieve a target network PCI
- An annual investment of \$720,000, the current expenditure.

The report should discuss whether these levels of funding provide a sustainable road program in accordance with maintaining current levels of service under Ontario Regulation 588/17 and whether it should be decreased or increased to sustain or improve the system.

The program should be based on the parameters listed in O.Reg 588/17 – i.e., the lowest cost life cycle activities to sustain the condition of the road system.

For each identified road improvement need, a corresponding improvement strategy shall be identified. In areas where spot, geometric or drainage improvement needs are identified, a corresponding improvement strategy shall also be considered.

A Review and recommendations of the following pavement rehabilitation strategies currently used by Drummond/North Elmsley shall be included:

- (SST) single surface treatment
- (DST) double surface treatment
- (HF) high float (pulverizing & double surface treatment)
- (MS) micro surfacing
- (R1) basic resurfacing (50mm) to address minor structural deficiencies
- (PR1) pulverize and resurface (50mm)
- (PR2) pulverize and resurface (100mm)
- (BS) base and surface improvements to address structural or surface type needs (rural and semi-urban roads)
- (RW) resurfacing and widening to address surface width deficiencies
- (REC) full reconstruction to address major structural deficiencies (with open ditch)
- (SD) spot drainage
- (SI) spot road intersection
- (SR) spot road
- (SS) slurry seal
- (NC) new road construction

## **Maps**

Provide a Map showing current needs of entire road network.

Provide Map showing recommended work over next 10 years (sorted by year) for entire road network.

All maps provided to Drummond/North Elmsley staff will include electronic files in a format requested by the Township.

## **Climate Change**

Provide an assessment of the actions that may be required to address vulnerabilities to Drummond/North Elmsley's roads that may be caused by climate change with respect to:

- Operations (e.g., increased maintenance schedules)
- Levels of service
- Lifecycle management strategy



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

Identify adaptation opportunities and mitigation approaches that may be undertaken to manage the identified vulnerabilities.

Specify any disaster planning and contingency funding, if necessary.

In general, this section should help the Township of Drummond/North Elmsley address its obligations under O.Reg. 588/17 sec. 3 (1).5 and can be incorporated in the Township's revised Asset Management Plan.

### **Training & Presentations**

Provide a training information session for Drummond/North Elmsley Council and staff on the Roads Needs Study.

Respond promptly to any queries by Drummond/North Elmsley staff for clarification or interpretation of findings.

Attend up to 3 council meetings:

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

### **Reports**

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

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

[End of Part 2]

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

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

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

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

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

#### **2.3 Stage II – Evaluation**

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

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

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

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

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

#### **2.4 Stage III – Pricing**

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

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

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

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

## **2.5.2 Contract Negotiation Process**

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

## **2.5.3 Time Period for Negotiations**

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

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

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

## **2.5.5 Notification of Negotiation Status**

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

[End of Part 3]

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

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

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

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

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

All proposals are to be in English only.

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

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

#### **3.1.4 Past Performance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **3.3 Notification and Debriefing**

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

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

### **3.3.2 Debriefing**

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

### **3.3.3 Procurement Protest Procedure**

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

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

### **3.4.1 Conflict of Interest**

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

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

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

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

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

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

### **3.4.4 Prohibited Proponent Communications**

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

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

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

### **3.4.6 No Lobbying**

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

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

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

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

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

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

## **3.5 Confidential Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **3.6.4 Cancellation**

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

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

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

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



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

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

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

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

Pursuant to Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005 (the "Act"), the Consultant shall ensure that all of their employees, agents, volunteers or others for whom they are responsible, receive training about the provision of goods and services provided to people with disabilities.

The Consultant shall submit, within ten (1) days of notification of award, the completed **"Appendix E– Representation, warranty and acknowledgement regarding integrated accessibility standards regulations"** provided his/her representation, warranty and acknowledgement that his/her employees, agents and volunteers or others, will have completed training in the Integrated Accessibility Standards.

If the Consultant does not provide the completed Attachment 1 as requested herein, the Agreement will be terminated and will be awarded to the next qualified Proponent.

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

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

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

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

[End of Part 4]

**APPENDIX A – FORM OF AGREEMENT**

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

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

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

**BETWEEN:**

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

**OF THE FIRST PART**

**AND:**

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

**OF THE SECOND PART**

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

**AND WHEREAS** the Township is desirous of engaging (Contractor name) to undertake a Roads Needs Study and a Lifecycle Management Strategy Report for each Surface Type Road to prioritize future investments.

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

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

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

notice to the Contractor. If termination is not for cause, the Contractor will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

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

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

**THE CONTRACTOR**

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

Name:

Title:

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

Name:

Title:

I/We have authority to bind the corporation

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

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

Name: Steve Fournier

Title: Reeve

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

Name: Cindy Halcrow  
Title: Clerk Administrator

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

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

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

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

### 3. Ability to Provide Deliverables

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

### 4. Non-Binding Pricing

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

**5. Addenda**

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

**6. No Prohibited Conduct**

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

**7. Conflict of Interest**

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

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

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

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

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

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**8. Disclosure of Information**

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

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

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

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

\_\_\_\_\_  
Date

I have the authority to bind the proponent.



## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

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

### 2. Evaluation of Pricing

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

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

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

### 3. Required Pricing Information

Item	Proposed Price
Roads Need Study	\$
Other costs (please specify)	
13% HST	
Total Proposed Price	

### 4. Payment Schedule

Payment terms are 30 days from receipt of invoice.

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### General Requirements

##### 1. Introduction

The Township has received funding from the Federation of Canadian Municipalities to undertake a Roads Needs Study and will use this information in the preparation of a new Asset Management Plan. The Township has 115.60 km of gravel roads and 141.61 km of hard surface roads; 14 structures that fall under the Ontario Structure Inspection Manual. The condition rating of the Township's Road assets including signs, culverts, streetlights, road surface, and guard rails has been recently updated and will be the data used in the report.

2. In addition to Part 2, the Services to be provided:

- a) Conduct a comprehensive evaluation of the entire Township's Road network
- b) The final report shall discuss and detail the systems: time of need, system adequacy, recommended funding levels, identification of any horizontal or vertical alignment deficiencies, summarize the road condition ratings by road section, priority rating, and time of need and rehabilitation strategy. The program shall include a full range of maintenance options from asphalt patching, mill, and pave, pulverize and pave to full reconstruction and/or surface treatment
- c) Provide a linkage between the CGIS system and the Roads Needs Study data for analytics to be performed that may reveal new insights into decision-making, for example, the strategies and plans that highlights the condition of the road assets. The plans and schedules developed by the GIS system can either be set by staff recommendations, maintenance schedules (as set forth in the lifecycle management strategy), or from reports/readings taken from the assets themselves
- d) Provide a lifecycle management strategy report for each surface type road
- e) Provide a Map that can be digitally linked to the CGIS system showing current needs of entire road network
- f) Provide a Map can be digitally linked to the CGIS system showing recommended work over next 10 years (sorted by year) for entire road network
- g) Provide a 5-year and 10-year maintenance and capital plan The capital plans should include traffic counts for the roads included in the plan. The plans must also be provided in a digital format which can be utilized or incorporated into our CGIS
- h) Include a hierarchical view with a breakdown of planned expenses and condition assessments
- i) Provide a plan to conduct service capacity assessment over time
- j) Provide the proposed levels of service and explanation of why these are appropriate
- k) Provide a training information session using power point software for council and staff on the Roads Needs Study
- l) Address climate change impacts and provide recommendations for climate change adaptation and mitigation activities if required
- m) Attend up to 3 evening council meetings: one to present the draft findings (can also be the training/information session, conduct one public meeting and one meeting to present the final report; and
- n) Four (4) hard copies of the final report along with two digital copies, one which must conform in all aspects to Ontarians with Disabilities Act, 2005 (Information and

Communication Standards requirements) and accessibly readable on the Township's website (readable html file is acceptable).

3. Copyright Assignment: The Township is required to provide a copy of the study to FCM for posting on their website. Therefore, we will require an assignment of all rights, title, and interest, including all intellectual property rights, in and to the Roads Needs Study, providing sole and exclusive rights to its use, as well as a waiver of all non-assignable rights including moral rights.
4. Available Information

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

- 2013 Asset Management Plan
- Updated condition ratings for signs, culverts, streetlights, all road surfaces, storm sewers and guard rails
- 2021 OSIM report
- Limited access to our Geographic Information System (GIS) - a tool that spatially maps the location and other information such as the condition of the asset.

**B. MATERIAL DISCLOSURES**

1. No material disclosures exist for this RFP.

**C. MANDATORY SUBMISSION REQUIREMENTS**

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

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

**2. Pricing (Appendix C)**

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

**D. MANDATORY TECHNICAL REQUIREMENTS**

The Roads Needs Study must meet requirements of O Reg 588/17:

Section 5(1)(2) 1.i – “qualitative descriptions set out in Column 2 and technical metrics set out in the following table.

**TABLE 4 ROADS**

<b>Column 1 Service attribute</b>	<b>Column 2 Community levels of service (qualitative descriptions)</b>	<b>Column 3 Technical levels of service (technical metrics)</b>
---------------------------------------	--	---

Scope	Description, which may include maps, of the road network in the municipality and its level of connectivity.	Number of lane-kilometres of each of arterial roads, collector roads and local roads as a proportion of square kilometres of land area of the municipality.
Quality	Description or images that illustrate the different levels of road class pavement condition.	1. For paved roads in the municipality, the average pavement condition index value.  2. For unpaved roads in the municipality, the average surface condition (e.g. excellent, good, fair or poor).

## E. PRE-CONDITIONS OF AWARD

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

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

### 2. Confirmation of Commercial Liability Insurance

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

## F. RATED CRITERIA

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

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

### i. Company Profile (10 points)

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

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

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

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

References associated with the Township are not an acceptable reference.

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

Describe the firm's approach and methodology based on the deliverables outlined in Section A.

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

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

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

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

**v. Pricing (40 points)**

Proponents should refer to Appendix C - Pricing for details.

## APPENDIX E

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

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

Hereby represents and warrants that:

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

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

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

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

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

**Available Resources**

The following resources are available to the Bidder/Proponent:

The Township’s Accessibility Policy: [www.dnetownship.ca](http://www.dnetownship.ca)

The Ministry of Community and Social Services website with resources to assist public and private sector organizations in complying with the Accessibility Standards: [www.mcscs.gov.on.ca/en/mcscs/programs/accessibility/index.aspx](http://www.mcscs.gov.on.ca/en/mcscs/programs/accessibility/index.aspx)

Customer Service e-learning training module entitled “Serve-Ability”, produced by the Ministry of Community and Social Services: [www.mcscs.gov.on.ca/en/serve-ability/index.aspx](http://www.mcscs.gov.on.ca/en/serve-ability/index.aspx)

Integrated Accessibility Standards Regulation training, developed by Curriculum Services Canada: [www.accessforward.ca](http://www.accessforward.ca)

Human Rights Code training, developed by the Ontario Human Rights Commission [www.ohrc.on.ca/en/learning/ohrc-elearning-your-elearning-source-human-rights](http://www.ohrc.on.ca/en/learning/ohrc-elearning-your-elearning-source-human-rights)

**Acknowledgement**

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

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Company Name

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

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