



REQUEST FOR PROPOSAL # 2011-42
(Administration Department)

Official Town Crier

CLOSING: Wednesday, July 27, 2011 – 2:00:00 p.m.

The Corporation of the Town of Caledon
Purchasing and Risk Management Division
Corporate Services Department
Lower Level, 6311 Old Church Road
Caledon, Ontario L7C 1J6

TABLE OF CONTENTS

RFP 2011-42 Ad	Page 3
Communications	Page 4
Instructions to Proponents	Pages 5-13
Terms of Reference/Scope of Work	Pages 15-16
Evaluation Process	Pages 17-20
Fee Proposal – pricing	Page 21
Proponent's Declaration	Page 22
Submission Form	Page 23
Reference Form	Pages 24-26
Accessible Customer Service Policy	Page 27
Notice of "No Bid" Form	Page 28

Sealed Proposals, one original and three additional copies, in clearly marked envelopes which includes the prescribed form(s) as instructed, are to be delivered to Purchasing & Risk Management Division, Corporate Services Department, 6311 Old Church Road, Lower Level, Caledon, Ontario, L7C 1J6, prior to 2:00:00 P.M. LOCAL TIME (as per time clock located in the Purchasing & Risk Management Division) on **Wednesday, July 27, 2011**

On May 17, 2011 the Town of Caledon Council passed a motion to review the opportunity for an officially appointed Town Crier. Staff is to report back to Council regarding the appointment and RFP results.

The need for a Town Crier will require approval by Council and therefore the Town of Caledon reserves the right not to award on this request for proposal if Council decides not to move forward with an officially appointed Town Crier.

The Town is seeking to potentially retain the services of a qualified officially appointed Town Crier for its approved events.

The Proponent is responsible for any and all costs associated with the preparation and submission of the Proposal. The Town will not be liable to pay any such costs or reimburse the Proponents in the event the Town decides to reject all Proposals. A Selection Committee will evaluate the submitted Proposals based on a combination of qualifications and price (refer to evaluation criteria). A two-envelope Request for Proposal process will be utilized for this submission (envelopes to be provided by the Proponent). Proposal submission in envelope #1 will be sealed and contain technical information only, with no reference to fees. Proposal submission in envelope #2 will be sealed and include detailed fees to complete the project.

Proposals received after the deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened. Fax or electronic (email) submissions will not be accepted. The onus is on the Proponent to ensure that the Proposal is received in the proper location and before the closing time.

Electronic PDF document of the RFP may be obtained free of charge from the Town of Caledon, Purchasing & Risk Management Division, Corporate Services Department, 6311 Old Church Road, Lower Level, Caledon L7C 1J6 by emailing Amedeo Valentino at amedeo.valentino@caledon.ca. If preferred, Proponents may pick up a paper copy of the Proposal document for a fee of \$10.00, which includes HST, payable in cash or by cheque made payable to The Corporation of the Town of Caledon.

Amedeo Valentino
Purchasing & Risk Management Division
Corporate Services Division

COMMUNICATIONS

All questions relating to this Request for Proposal (RFP) or for clarification on completing the Submission Form are to be directed in writing to:

Amedeo Valentino
 Purchasing & Risk Management Division | Corporate Services
 905.584.2272 extension 4230 | amedeo.valentino@caledon.ca | www.caledon.ca

DISCREPANCIES

Should a Proponent discover any inconsistency, discrepancy, ambiguity, error or omission in this Request For Proposal prior to the closing date or omissions from the Documents, or is in doubt as to their meaning, such Proponent should notify the Manager of Purchasing & Risk Management or designate as soon as possible but no later than the date noted below. The Town of Caledon will issue in writing any changes/additions/deletions to specifications, and/or Proposal terms and conditions. Any and all addendum/addenda issued prior to the closing date shall form part of the Document. The cost of complying with the addendum/addenda requirement (if any) shall be included in the price. It is the responsibility of the Proponent to seek clarification of any matter that they consider unclear before submitting a response. The Town is not responsible for any misunderstanding of the Request for Proposal on the part of the Proponent. The Town will assume no responsibility for oral instruction or suggestion. All Addenda must be acknowledged on the Proposal Submission Form.

Deadline for Questions

The DEADLINE for all written queries or questions is **12 noon, July 19, 2011**. If required, addenda will be issued. The Town cannot guarantee responses to questions submitted after the deadline. The onus is on the Proponent to verify, prior to closing, that they have received all addenda.

Written answers or clarifications to issues of substance shall be shared with all Proponents and will be issued as part of the Request for Proposal in the form of an Addendum. All Addenda must be acknowledged on the Proposal Submission Form.

No oral interpretations shall be made to a Proponent as to the meaning of any of the Proposal requirements, or be effective to modify any of the provisions of the Proposal Document.

No representative of the municipality, its employees, agents, or any other expert advisor associated with the Proposal shall be contacted by the Proponent during the preparation of their response to the Request for Proposal except as noted above. Any attempt to influence the evaluation and selection process may result in immediate disqualification of the Proponent. Any attempt to bypass the purchasing process is grounds for rejection of the Proponent's submission.

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents in writing at the address indicated in the completed Proposal submitted to the Town.

Table 1: Proposal Timeline

Milestone	Date
Release of Request for Proposal	July 12, 2011
Deadline for questions	12 Noon, July 19, 2011
Proposal Closing Date	2:00:00 p.m. July 27, 2011
Proponent Presentations	August 4, 2011
Award	September 30, 2011

INSTRUCTIONS TO PROPONENTS

Sealed Proposals, one original and three additional copies, in clearly marked envelopes which includes the prescribed form(s) as instructed, are to be delivered to Purchasing & Risk Management Division, Corporate Services Department, 6311 Old Church Road, Lower Level, Caledon, Ontario, L7C 1J6, prior to 2:00:00 P.M. LOCAL TIME (as per time clock located in the Purchasing & Risk Management Division) on **July 27, 2011**.

The Town of Caledon is NOT obligated to accept the lowest price, highest scored or any Proposal.

Proposals received after the scheduled closing date and time will not be accepted and will be returned unopened.

The onus is on the Proponent to ensure that the Proposal is received in the proper location and before the closing time.

Proposals that do not comply strictly with the terms and conditions hereof may be declared informal and/or disqualified. Proposals that are incomplete, conditional, obscure or qualified will be rejected.

Your signed Proposal submission shall be taken as your statement that you understand the requirements and agree to comply with the requirements and any supplementary terms and conditions stated in the Proposal Documents. Your signed Proposal submission confirms that you have checked and confirmed your pricing and by signing the Proposal submission form, you agree that you have not omitted any items from your Proposal and you will be bound by law to supply the services as specified at the prices proposed.

If a Proposal is a joint submission of two (2) or more firms, a single proposal is to be coordinated and submitted by the lead Proponent with the required information.

1:00 General

Failure to comply with any of the requirements of any and all of these Proposal Call Documents may cause a Proponent to be declared improper and therefore rejected. By submitting a Proposal, the Proponent agrees to the conditions herein.

2:00 Intent

The intent of this document is to acquire a qualified officially appointed Town Crier upon Council's approval

The Successful Proponent will provide at its sole cost and expense, all staff, equipment, goods, materials, tools, resources, accommodations, and technical assistance and any incidentals and assume all overhead expenses necessary to perform the services required in accordance with the Work outlined herein. The Town of Caledon reserves the right not to enter into an Agreement due to the lack of availability of funding.

3:00 Receipt of Submissions

Proponents shall be solely responsible for delivery of their Proposals in the manner and time described in the Instructions to Proponents. Fax or electronic submissions will NOT be accepted.

4:00 Withdrawal

Proponents may only withdraw their unopened submission (prior to the closing time of proposals) provided the request to do so is received in writing by the Designated Official of the Town of Caledon, signed by an authorized agent of the Proponent, prior to the closing time specified for the receipt of Proposals. If more than one Proposal has been received under the same name for the same Project and no withdrawal notice has been received, the submission contained in the envelope bearing the

latest date and time stamp shall be considered the intended Proposal. All others shall be considered withdrawn and returned to the Proponent in the usual manner.

5:00 Designated Official

For the purpose of this Proposal, Tender or Quotation, Manager of Purchasing or designate, telephone (905) 905-584-2272 ext 4230, is the "Designated Official" and shall perform the following functions - releasing, recording and receiving all Proposal Documents; opening, recording and checking of Proposals; considering extensions of time, ruling on the acceptance of those not completely meeting the requirements of this Proposal Document. The Town Clerk will be preparing a report and recommendations to Town authorities as required by the Purchasing By-law.

6:00 Pricing and Taxes

- (a) Prices shall be in Canadian Funds, quoted separately for each item if stipulated
- (b) Prices shall be firm for the duration of the Contract
- (c) The Proposal Price must include all incidental costs and the Proponent shall be deemed to be satisfied as to all the full requirements of the Proposal call.
- (d) All prices quoted shall include all applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the Work
- (e) Harmonized Sales Tax - All prices submitted shall exclude HST
- (f) Should any additional tax, duty, or any variation in any tax or duty be imposed by either or both of the Governments of Canada or Ontario and become directly applicable to Work specified in this Document subsequent to submission by the Proponent and before the delivery of the Work covered thereby, an appropriate increase or decrease in the Contract Price shall be made to compensate for such changes as of the effective date thereof.

****The Proponent shall be responsible to contact the Federal or Provincial Sales Tax branches directly to verify any questions on applicable taxes and, if applicable, shall be shown on the Proposal forms. Any extra charges not specified will not be paid.

7:00 Mathematical Errors (Unit prices Prevail) – IF APPLICABLE

Should there be any error in extensions, additions or computations, the Town of Caledon shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the Proponent and shall be used as the basis for comparison of Proposal submissions.

8:00 Discrepancies

Should a Proponent discover any inconsistency, discrepancy, ambiguity, error or omission in this Request For Proposal prior to the closing date or omissions from the Documents, or is in doubt as to their meaning, such Proponent should notify the Manager of Purchasing or designate as soon as possible but no later than **12 noon on July 19, 2011**. The Town of Caledon will issue in writing any changes/additions/deletions to specifications, and/or Proposal terms and conditions. Any and all addendum/addenda issued prior to the closing date shall form part of the Document. The cost of complying with the addendum/addenda requirement (if any) shall be included in the price. It is the responsibility of the Proponent to seek clarification of any matter that they consider unclear before submitting a response. The Town is not responsible for any misunderstanding of the Request for Proposal on the part of the Proponent. The Town will assume no responsibility for oral instruction or suggestion.

9:00 Approvals / Acceptance / Award

All Proposals contained herein are subject to the approval of the Town of Caledon as required under the Purchasing By-Law. The award is subject to the approval of Council. This Proposal is irrevocable and open for acceptance by the Town of Caledon for a period of one hundred and eighty (180) calendar days after the date and time set for submission of Proposals. The Town of Caledon may at any time within the above one hundred and eighty (180) calendar day period accept this Proposal, whether or not any other Proposal has previously been accepted.

Neither the issuance of this Document nor the acceptance of a reply shall constitute any obligation or imply any commitment on the part of the Town of Caledon. The highest scored or any Proposal shall not necessarily be accepted. Award of this Proposal shall be as recommended by the designated Town of Caledon Department Head in conjunction with the Purchasing Division, and as approved by Council, and a contract with the successful Proponent. In the evaluation of Proposals, it is understood by the Proponent that the Town of Caledon reserves the right to accept or reject any or all Proposals, in whole or in part, for any reason whatsoever, and to accept any Proposal if, upon evaluation analysis, it is considered to be in the Town of Caledon's best interest. Award of the contract in its entirety or in part shall be in accordance with Town of Caledon requirements.

10:00 Reserved Rights Of The Town

The Town reserves the right, in its sole and unfettered discretion, to:

- issue an award for the Work in whole or in part; or
- refrain from making an award if it determines that to be in its best interest.
- not make an award to the lowest compliant Proponent, or any Proponent, if it is determined by the Town that the costs of completing the Work exceed budgetary constraints.
- negotiate in circumstances permitted in the Purchasing Policy.

No liability shall accrue to the Town for its decision in this regard.

The Town also reserves the right, in its sole and unfettered discretion, to:

- a) make public the names of any or all Proponents;
- b) reject a Respondent's Proposal on the basis of
 - i. a financial analysis determining the actual cost of the Proposal when considering factors including but not limited to quality, service, price and transition costs arising from the delivery of the required services;
 - ii. information provided by references;
 - iii. the Proponent's past performance on previous contracts awarded by the Town;
 - iv. the information provided by a Proponent pursuant to the Town exercising its clarification rights under this Request for Proposal (RFP) process; or
 - v. other relevant information that arises during the RFP process;
- c) waive formalities and accept Proposals which substantially comply with the requirements of this RFP;
- d) check references other than those provided by any Proponent;
- e) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications;
- f) disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- g) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- h) select a Proponent other than the Proponent whose Proposal reflects the highest score to the Town;
- i) cancel this RFP process at any stage;

- j) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- k) accept any Proposal in whole or in part;
- l) if a single Proposal is received, reject the Proposal of the sole Proponent and cancel this RFP process or enter into direct negotiations with the sole Proponent; or
- m) reject the highest scored, any or all Proposals in its absolute discretion.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The Town shall not be liable for any expenses, costs or losses suffered by any Proponent or any third party resulting from the Town exercising any of its expressed or implied rights under this RFP.

11:00 Errors & Omissions

It is understood and acknowledged that while the Request for Proposal includes specific requirements a complete review and recommendation is required. Minor items or details not herein specified, but obviously required for the Project shall be provided as if specified in conformance with modern practices. Any omissions or errors or misrepresentation of these requirements and specifications within this Proposal shall not relieve the successful Proponent of the responsibility of providing the services/products as aforesaid.

12:00 Qualifying of Proposals

Proponents are cautioned against qualifying their submissions in any manner whatsoever as this may result in their Proposals being rejected. However, descriptive literature may be included as long as its sole purpose is only to illustrate and simplify the Proposal.

13:00 Waiver

The Town of Caledon does not accept responsibility for any information or any errors or omissions which may be contained in this Request for Proposal or the data, materials or Documents disclosed or as provided to the Proponents pursuant to this Request for Proposal. The Town of Caledon makes no representation or warranty, either expressed or implied, in fact or in law with respect to the accuracy or completeness of this Request for Proposal or such data, materials or Documents and the Town of Caledon shall not be responsible for any actions, costs, losses or liability whatsoever arising from any Proponent's reliance or use of this Request for Proposal or any other technical or historical data, materials or Documents provided by The Town of Caledon. The Proponent is responsible for obtaining its own independent financial, legal, accounting and technical advice with respect to any information included in the Request for Proposal or in any data, materials, or Documents provided or required by the Town of Caledon.

14:00 Conflict of Interest

The Proponent shall provide a statement that clearly identifies that the Proponent has no conflict of interest with respect to other work and/or other clients. No member of the Council and no officer or employee of the Town is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said Agreement, or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived therefrom.

15:00 Legal Claims

The Town reserves the right in the appropriate circumstances, to reject any quotation, any bid, any proposal if the Proponent/bidder, or any officer or director of the Proponent/bidder, is engaged, either directly or indirectly through another corporation, in a legal proceedings adverse to the Town, its elected or appointed officers and employees.

The term “legal proceedings adverse to the Town” is limited to

- quasi-criminal prosecution proceedings to enforce Town by-laws or to enforce contraventions in the Town of other applicable legislation, or
- civil proceedings where a statement of claim or counterclaim or cross-claim or other similar document has been issued against the Town

The Town reserves the absolute right to require the successful Proponent to use an alternate Sub-proponent where the Sub-proponent is in litigation adverse to the Town. The Town shall not be liable to the Proponent for any costs associated with this change in Sub-proponent.

Proponents/Bidders will be required to demonstrate that they are in compliance with the requirements of any applicable authority which is licensing, regulating or approving the activities which relate to the tender, request for proposal or quotation.

16:00 Disqualification of Proponents

More than one Proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered unless the Proposal shall be supplied under a “joint” Agreement and so declared on the Proposal submission.

17:00 No Collusion

In participating in this Request for Proposal, the Proponent will not discuss or communicate, directly or indirectly, with any other Proponent or any servant, agent or representative thereof, respecting the preparation or presentation of their Proposal. Each Proponent’s Proposal shall be submitted without any connection, knowledge, comparison of figures or arrangements with any other Proponent or servant, agent or representative thereof and each Proponent will be responsible to ensure that its participation in this process is conducted fairly and without collusion or fraud.

18:00 No Lobbying and Single Point of Contact

- (1) Proponent’s or their representatives must not make any or engage in any form of lobbying, or carry out any activities to publicly promote or advertise their Proposal or interest in this competitive procurement process.
- (2) Any attempt on the part of the Proponent or any of its employees, servants, agents, contractors or representatives to contact any of the following persons, directly or indirectly, with respect to this procurement, except for the single point of contact identified in this Request for Proposal, may lead to disqualification:
 - (a) any elected or appointed officer;
 - (b) any staff of the Town of Caledon; or
 - (c) any other person connected in any way with the procurement.

19:00 Freedom of Information

All information supplied to the Town becomes the property of the Town and is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. Please note the name and contact information of each Proponent, along with the total Proposal amount, provided that said amount does not disclose unit pricing, will be made public. Disclosure of any other information will be made in accordance with the Act. The Proponent must identify any information in its Proposal that is submitted in confidence.

20:00 Non-Residents

Proof of registration with the Canada Revenue Agency – Harmonized Sales Tax Branch (Vendor Permit) will be required before any HST will be remitted to an out-of-Canada vendor.

21:00 Misunderstandings and Disputes

In all cases of misunderstandings and disputes, verbal arrangements will not be considered, but the Proponent must produce written authority in support of their contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the Town of Caledon or in prosecuting any claim against the Town of Caledon.

22:00 Cancellation

Failure by the successful Proponent to comply with all terms, conditions and general provisions of this Request for Proposal to the satisfaction of the Town of Caledon shall be just cause for the cancellation of the Contract award. The Town of Caledon shall then have the right to award this Contract to any other Proponent, or to re-issue the Request for Proposal.

23:00 Default

In the event that the successful Proponent fails to properly, promptly, and fully carry out the Work required by these Documents, the Town reserves the right to notify the successful Proponent to discontinue all Work under this Contract, to advertise for new Proposals or carry out the Work in any way as the Town may, at its sole discretion, deem best.

24:00 Termination

In the event that the successful Proponent fails to comply with any provision of this Request for Proposal or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Town, the Town may give the successful Proponent notice in writing of such failure. In the event that the successful Proponent has not remedied its failure within ten (10) days of the said notice, the Town shall be entitled to exercise any one or more of the following remedies:

1. The Town may terminate the contract without further notice;
2. The Town may withhold any payment due to the successful Proponent hereunder until the successful Proponent has remedied its failure;
3. The Town may engage the services of another Proponent to remedy the successful Proponent's failure, and obtain reimbursement therefore from the successful Proponent. The said reimbursement may be obtained either through deduction from any amounts owing to the successful Proponent hereunder, or through any other legal means available to the Town; and/or;
4. The Town may assert any other remedy available to it in law or equity.

Unless the Town expressly agrees to the contrary, any failure of the Town to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the Town to subsequently obtain such remedies.

25:00 Indemnification

(a) The Proponent will indemnify and save harmless the Town, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the Town and against all losses, liability, judgments, claims, costs, demands or expenses which the Town may sustain, suffer, or be put to resulting

from or arising out of the Proponent's failure to exercise reasonable care, skill or diligence in the performance or rendering of any Work or service required hereunder to be performed or rendered by the Proponent.

(b) Without limiting the generality of the foregoing, the Proponent hereby agrees to well and truly save, keep harmless and fully indemnify the Town, its employees, agents, successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Town, its successors and assigns, for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda, or computer software furnished by the Proponent in the performance of the contract.

26:00 Claims and Costs

All costs and expenses incurred by the Proponent relating to the Proposal submission and any negotiations with the Town of Caledon will be borne by the Proponent. The Town of Caledon is not liable to pay such costs or expense or reimburse or compensate Proponents under any circumstances, including the rejection of any or all other Proposals. The Town of Caledon will not accept responsibility for any delays or costs associated with any reviews or the approval process. No Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposal and by submitting a Proposal, the Proponent shall be deemed to have agreed that it has no claim. The Proponent hereby releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request for Proposal.

27:00 Ownership of Submission of Material (if Required)

All material prepared by the successful Proponent required to complete this contract including computer disks, reports and documents, are instruments of service for use in carrying out the contract are the property of the Town of Caledon. The successful Proponent irrevocably assigns all of the above to the Town of Caledon and its copyright therein and in the artistic character and design of the work for the purpose of carrying out this Agreement has been terminated by the Town of Caledon. However, notwithstanding the foregoing, the Proponent may retain, for its use and reference, the original documentation, disks and instruments of service prepared by them. It is further specifically understood and agreed that, where applicable, all computer disks, reports, documents and instruments of service, or other material prepared by the Proponent may be published, printed or otherwise reproduced in whole or in part by the Town of Caledon.

28:00 Non-Assignment

It is mutually agreed and understood that the successful Proponent shall not assign, transfer, convey, sublet or otherwise dispose of their Contract/Agreement or their right, title or interest therein, or their power to execute the Contract/Agreement, to any other person, firm, Proponent or corporation without the previous written consent of the Town of Caledon.

29:00 Legal Compliance

The Contract/Agreement resulting from the Request for Proposal shall be governed by, subject to and interpreted in accordance with the laws of the Province of Ontario; e.g. the Sale of Goods Act. The successful Proponent will also be required to comply with all local, municipal, provincial and federal license requirements, laws, regulations, ordinances and codes.

30:00 Insurance

The successful Proponent shall maintain at all times and pay for **Comprehensive General Liability Insurance** with an insurer acceptable to the Town. The coverage shall include premises and all operations liability to be performed by the Proponent,

his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

Where applicable, the successful Proponent shall carry **Standard Automobile and Non-Owned Automobile Liability Insurance** and shall protect themselves against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence.

Each of the policies of insurance described above shall:

- (i) include the Town and others, if required, as an additional insured;
- (ii) contain a cross-liability clause;
- (iii) contain a severability of interests clause endorsement;
- (iv) provide that if cancelled or changed in any manner, thirty (30) days prior written notice by mail or facsimile transmission must have been given by the insurer to the Town failing which such cancellation or change shall be void as against the Town; and,
- (v) be maintained in good standing without interruption during the entire period that services are provided pursuant to this Agreement.

The successful Proponent shall provide a Certificate(s) of Insurance confirming the required coverages and shall, where applicable, name The Corporation of the Town of Caledon as additional insured.

The Insurance Policies shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Town. Proponents shall clearly identify in their Proposal the insurance requirements as outlined above. The Proponent will be entirely responsible for the cost of any deductible that is maintained in any insurance document. The successful Proponent shall provide a Certificate(s) of Insurance to the Town confirming insurance requirements as outlined above.

31:00 Workplace Safety and Insurance Board

The successful Proponent will be required to submit to the Town a valid WSIB Clearance Certificate stating that all assessments the Proponent is liable for under the Workplace Safety and Insurance Act have been paid. A WSIB Clearance Certificate shall be provided prior to commencement of the Project and upon presentation of the final invoice. ***If the Proponent is an independent operator, a Clearance Letter must be submitted to the Town from WSIB prior to the successful Proponent being paid.***

32:00 Bankruptcy

In the event that, during the duration of the Agreement, the Proponent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, this Agreement shall immediately be terminated, and the Town shall be entitled to enter into an Agreement with another party without the consent of the Proponent.

33:00 Patent, Copyright, or Other Proprietary Rights

In accordance with *Municipal Freedom of Information and Protection of Privacy Act*, Proponents are reminded to clearly identify in their Proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

Proponents are encouraged to place all such detail and information within a separate section of their submission. Complete proposal details are not to be identified as confidential.

34:00 Safety and Protection

The Town of Caledon is committed to promoting health and safety in the workplace by preventing accidents, injuries and occupational illnesses. In keeping with this policy, all Proponent (and, where applicable, their sub-contractors) should be aware of and abide by the *Occupational Health and Safety Act*, R.S.O. 1990, prior to commencing, during and after completion of all work activities engaged in or on Town of Caledon premises.

35:00 Contractor's Responsibilities

If applicable, the successful Proponent acknowledges that it has reviewed the Town of Caledon's Contractor Safety Program regarding responsibilities and agrees that it will work in compliance with the requirements of the Program. The Contractor Safety Program is available at http://www.caledon.ca/townhall/tender/Contractor_Safety_Program.pdf

36:00 Performance Evaluation

Meetings between the successful Proponent and the Town may take place to discuss the successful Proponent's performance on an ongoing basis, and to follow up on any problem(s), which may have been discussed at prior meetings. The interval of these meetings will be at the Town's discretion and will be determined by the successful Proponent's performance.

37:00 Purchasing By-law

Proposals will be called, received, evaluated, accepted and processed in accordance with the Town's Purchasing By-law. By submitting a Proposal, each Proponent agrees to be bound by the terms and conditions of that By-law and any amendments to them, as fully as if it were reproduced and attached to this RFP.

END OF SECTION

TERMS OF REFERENCE/SCOPE OF WORK

Project Background

On May 17, 2011 the Town of Caledon Council passed a resolution to review the opportunity for an officially appointed Town Crier.

The Town of Caledon may require from time to time the services of an officially appointed Town Crier.

This may include Town community events where the services of an officially appointed Town Crier may be called upon.

In addition, Town of Caledon community organizations may also wish to engage the services of an official Town Crier.

Staff was requested to follow through with a request for proposal and bring the findings back to Council for review and final approval.

Council has the right not to grant final approval of an officially appointed Town Crier and therefore an award of this request for proposal may not occur.

In the event that Council approves the proposal for an official Town Crier, the proponent will be appointed for the term of Council (concludes in November 2014)

SCOPE OF WORK

The Officially appointed Town Crier will be required to attend and participate in Town Crier duties at Town organized community events with 30 days' notice.

The Officially appointed Town Crier will be required to attend and participate at Caledon community or not for profit charitable events with 30 days' notice.

The location of each event will vary within the Town of Caledon, and the proponent must accept the location chosen

The Officially appointed Town Crier will be required to provide the following in the quoted price;

1. Transportation to and from events
2. Proponent's own costume, including dry cleaning
3. Proponent's own written presentation materials and proclamations to be used, which must be pre-approved by Town Staff for Town events.
4. Any meetings required, including preparation time, meeting time, follow up, travel and disbursements
5. Town Hall sponsored events - limited to three (3) per year
6. Serve as the officially appointed Town Crier when requested to do so by The Town of Caledon. Official Town of Caledon events will take precedence over any other bookings.

DELIVERABLES

1. Obtain membership with the Ontario Guild of Town Criers, remain in good standing, and abide by its code of ethics for the entire duration of the agreement.
2. Will attend all events with 30 days' notice
3. Proponent will present themselves in a professional manor and be respectful to the public, town staff, vendors and guests at all times.
4. The proponent will adhere to the highest level of ethics and standards

Information Sources

www.caledon.ca

END OF SECTION

EVALUATION PROCESS

The Evaluation Team will score the technical information provided with Envelope One. For each criterion, each Proposal will be assessed and points will be awarded on the basis of the extent to which the requirements of the Proposal Documents are satisfied and the comparative merit of the individual Proposal as compared to other Proposals.

BASIS OF EVALUATION

Evaluation will be based on the contents of the Proponent's submission and may include information collected from interviews and reference checks. Proponents are advised to present information clearly and concisely in the context of this particular project.

Format

The technical information shall be submitted on 8.5" by 11" paper printed double sided.

Executive Summary

The Proponent shall provide an Executive summary that contains sufficient information to familiarize the reviewers with the Proponent's Project approach and its ability to satisfy the technical requirements of the Project.

The Proponent shall substantiate their ability to accomplish the Work by explaining its approach to the duties of an officially appointed Town Crier.

EVALUATION CRITERIA

The criteria in Table 1 below will be used in the evaluation of the Proponent’s proposal. Proposal submissions should respond to these criteria as identified and in the order protocol shown in the table. Not following the evaluated criteria sequence order creates the risk to the Proponent that, even if the information has been provided, it may be overlooked and consequently not considered in evaluation of the Proponent’s proposal. The point value available for each criteria response is noted in the table.

Presentation meetings will be set with all Proponents that submit their proposals on or before the closing date and time. Section I to IV will be evaluated on the presentation date.

TABLE 1

	TECHNICAL PROPOSAL	POINTS
Section I	Knowledge of the Town of Caledon	5
Section II	Costume <ul style="list-style-type: none"> • Proponent must be wearing a costume during the interview which will be evaluated based on colours and heritage that are aligned with the Town of Caledon. Expectation is that the shown costume during the presentation would be used for all events. 	20
Section III	Presentation <ul style="list-style-type: none"> • Voice, stance, clarity, professionalism and reading of a proclamation which was written by the proponent. 	30
Section IV	Writing skills <ul style="list-style-type: none"> • Actual content written by the proponent as read in the presentation 	20
Section V	References <ul style="list-style-type: none"> • To be included in envelope #1 	5
	Sub-Total Part 1:(out of 80)	80
	<i>In order to be considered for the next Stage, “Fees”, the Proponent must have obtained a score of 49 or greater out of 80</i>	
	RFP Analysis Part 2 : Fee:	
	Total Fee	20
	Totals for Part 1 and Part 2 (out of 100)	100

REFERENCES

The Proponent shall provide three references (please see form attached). The Town reserves the right to contact the references provided or any others deemed appropriate by the Town.

The Town reserves the right to obtain and consider reference feedback from Town staff having experience with the Proponent who has provided services to the Town. Staff currently employed by the Town cannot be listed as client references.

References will only be rated as a pass/fail. References that are considered accurate and relevant based on the size and scope of this project and prove to validate, to the Town's satisfaction, that the Proponent generally met the reference's expectations will be rated as a pass.

The Town may choose not to enter into contract negotiations with any Proponent whose references, in the Town's sole opinion, are found to be unsatisfactory.

Proponent interviews will be undertaken only at the invitation of the Selection Committee. All, some or none of the Proponents submitting Proposals may be requested to attend interviews. The objective of the interviews is to provide selected Proponents with an opportunity to make a presentation of their Proposal and for the Selection Committee to seek any clarification. Information obtained from the interviews and reference checks may be used to supplement, or amend, the previous evaluation scores. The Town reserves the right to contact references not submitted with each Proponent's Proposal.

FEES PROPOSAL BENCHMARK

The lowest "responsive" fee Proposal will receive a maximum score of 20 points. The other Proposals will receive a score that is proportional to the extent by which they exceed the lowest responsive fee Proposal. The formula to be utilized to determine the score for this section is as follows: (Lowest responsive fee Proposal / Proponent submitted responsive fee proposal) X 20 points

Fee Proposal – To be submitted in Envelope Two

It is the responsibility of the Proponent to seek clarification of any matter that they consider unclear before submitting a Proposal. The Town of Caledon is not responsible for any misunderstanding of the Proposal on the part of the Proponent. It is the Proponent's responsibility to verify the extent of work required under this Project. No allowances will be made for the Proponent failing to do so. Any item not specifically mentioned in the Scope of Work but implied or required to complete the Project will be considered to be included in the total price.

Proposals submitted shall be final and may not be altered by subsequent offerings, discussions or commitments unless the Proponent is requested to do so by the Town of Caledon.

The Proponent shall carefully consider any and all work that may be necessary to complete this Project, including labour and materials and all other incidentals necessary to complete the work and all other charges of every kind attributable to the work, and shall allow for the cost of such work during preparation of their financial proposal. The Proponent is advised that the Town will not approve any payment beyond the upset limit unless the Proponent is required to do work which clearly could not have been anticipated during preparation of their proposal, which work is approved in writing by the Town Clerk.

The Proponent will provide fees/costs (envelope 2) for the Project including,

- (1) Total upset limit (including all labour and materials, out of pocket expense and all other incidentals necessary to complete the work, including Sub-proponents and all other charges of every kind attributable to the work excluding HST.

The Fee Proposal shall include a detailed breakdown of the upset limit to complete the scope of work including disbursements and applicable taxes. The Proposal shall indicate the Proponent's staff identified in the Proposal and their respective roles shall not be altered unless written authorization is obtained by the Town.

The Proposal must confirm that the Proponent will not undertake any work, which they believe is beyond the terms of reference and their written proposal for the Project without written authorization from the Town.

Proposals shall remain valid and open for acceptance by the Town for a period of one hundred and eighty (180) calendar days, following the due date for receipt of Proposals. The Town may at any time within the one hundred and eighty (180) calendar day period accept this Proposal whether or not any other Proposal has previously been accepted.

Name of Firm: _____

Signing Officer's Signature: _____ Declared by me this _____ day of _____ 2011



AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES

CONTRACT NUMBER: RFP 2011-42– To be submitted in Envelope Two

PROJECT TITLE: **REQUEST FOR PROPOSAL 2011-42
Official Town Crier**

SUBMITTED TO: THE CORPORATION OF TOWN OF CALEDON

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the RFP including all information to Proponents, general terms and conditions, appendices, terms of reference as issued, by the Town of Caledon and including Addenda number _____ to _____, hereby offer and agree to enter into a Contract to supply the services required by this RFP at the cost detailed below.

All prices quoted shall include all labour and materials, out of pocket expense and all other incidentals necessary to complete the work, including Sub-proponents and all other charges of every kind attributable to the work. **HST shall be extra** and not shown, unless otherwise specified herein.

The undersigned offers to complete and provide the Services in accordance with the Instructions to Proponents, terms, conditions, terms of reference, and appendices in the Request for Proposal RFP 2011-42 to provide Town Crier Services for the Town, as described in this RFP for the price shown. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this Proposal.

1. **Official Town Crier services** – Total Upset Limit Price (including all labour and materials, out of pocket expense and all other incidentals necessary to complete the work, including Sub-proponents and all other charges of every kind attributable to the work excluding HST)

Total cost per event (excluding HST) \$ _____

Name of Firm: _____

Signing Officer's
Signature: _____
I have the authority to bind the Corporation.

Declared by me this _____ day of _____ 2011

PROPONENT'S DECLARATION (To be submitted in Envelope One)

We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our Proposal submission is correct.
3. Except as expressly and specifically permitted in the instructions to Bidders, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Proposal process, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no such claim.
4. To the best of my/our knowledge and belief our Proposal submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a Bid for the same work and is in all respects fair and without collusion or fraud.
5. To the best of my/our knowledge and belief no member of Town Council, Committees and no officer or employee of the Town of Caledon is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of this Agreement, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.
6. My/Our Proposal submission will remain open for acceptance for a period of one hundred and eighty (180) calendar days after opening of the Proposals and the Corporation of the Town of Caledon may at any time within this period accept our Proposal submission.
7. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our Bid submission or our performing of or observing the contractual obligations of the Proponent as set out in the contract.
8. I/We agree if awarded the contract that I/we will supply at the time of issue or my execution of the contract, at my/our expense, a copy of our letter of incorporation, certificate of corporate status, or business registration.
9. In accordance with the *Accessibility for Ontarians With Disabilities Act*, 2005, S.O. 2005, c.11, Accessibility Standards for Customer Services 0.Reg. 429/07 requirements, I/We shall ensure that prior to doing business with Town that all staff that form part of the Consulting Team and including any Sub-consultants has undergone Accessibility Awareness training.

The Proponent must state whether the Proponent is a corporation, person, partnership, consortium, sole proprietorship or other legally recognized entity. If the Proponent is a corporation, partnership, consortium, sole proprietorship, or joint venture, the Proponent must state the Proponent's legal name and any other names under which the Proponent carries on business.

The Proponent must state whether the Proponent is a corporation, person, partnership, consortium, sole proprietorship or other legally recognized entity.

If the Proponent is a corporation, partnership, consortium, sole proprietorship, or joint venture, the Proponent must state the Proponent's legal name and any other names under which the Proponent carries on business.

Name of Firm: _____

Signing Officer's
Signature: _____



I have the authority to bind the corporation.

Signing Officer's Name & Position (printed) _____

Declared by me this _____ day of _____ 2011



SUBMISSION FORM –To be submitted in Envelope One

CONTRACTUAL BASIS

This Request for Proposal call is an Invitation only and neither this Request for Proposal call nor the submission of any Proposal in response to this Request for Proposal call shall cause the formation of any contractual relationship between the Town and any person or firm. The Town may also terminate this Request for Proposal call at any stage, either before or after Proposals have been received, in its absolute discretion, should it so choose.

In addition, the Town shall be entitled to enter into further negotiations with any Proponent, and the final outcome of these negotiations may result in a transaction, which may differ substantially from any proposal initially advanced. The Town shall have the right to withdraw from these negotiations at any time in its absolute discretion should it so choose.

By responding to this RFP Proponents agree to accept the recommendations of the Selection Committee as final.

The successful Proponent shall be required to enter into a formal Agreement with The Corporation of the Town of Caledon to the satisfaction of the Town, with the Proponent’s Proposal appended including any mutually agreed upon modifications together with any conditions.

The Instructions to Proponents, Terms of Reference/Scope of Work, Submission Form, Appendices, Standard Terms and Conditions will form part of the Agreement and will be finalized by the parties once the successful Proponent is chosen.

A contractual relationship between the Town and any Proponent shall only be established if and when a written Agreement between the Town and the successful Proponent has been entered into. The Town may determine that additional terms, conditions, or other requirements need to be incorporated into the Agreement and the Town may require that any Agreement with a successful Proponent must contain such additional terms, conditions, and other requirements.

I/We, the Undersigned, do hereby offer to enter into a contract with The Corporation of the Town of Caledon, in accordance with the Instructions to Proponents, terms, conditions, Terms of Reference in the Request for Proposal RFP 2011-42 to provide **Official Town Crier services** for the Town.

I, We _____
(Name-Print) (Position)

of _____
(Company Name) Dated at _____ this _____ day of _____, 2011

AUTHORIZED SIGNATURE

STREET ADDRESS CITY PROVINCE POSTAL CODE

TELEPHONE NO. FACSIMILE NO. E-MAIL ADDRESS

Signature in the designated space, by an authorized officer of the Proponent’s company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs attributed to the business arrangement between the Proponent and the Town, and hereby certifies that the information supplied in this proposal to be true and complete in all respects.

REFERENCE FORM – To be submitted in Envelope One

Proponent’s Company Name: _____

Proponents are to complete this Reference Form and attach same to their Proposal submission. Any Proposal received that does not include the Reference Form may be considered as “informal” and may be rejected by the Town. Please state the name of the company/municipality, address, phone number and contact person where similar work, service have been performed within the past five (5) years.

Reference #1	
Municipality / Company	
Address (Street and #)	
City, Province, Postal Code	
Contact Person	
Phone #	
Project Name	
Project Duration	
Brief Project Description	
Reference #2	
Municipality / Company	
Address (Street and #)	
City, Province, Postal Code	
Contact Person	
Phone #	
Project Name	
Project Duration	
Brief Project Description	
Reference #3	
Municipality / Company	
Address (Street and #)	
City, Province, Postal Code	
Contact Person	
Phone #	



REFERENCE FORM – To be submitted in Envelope One

Proponent's Company Name: _____

Reference #3 continued	
Project Name	
Project Duration	
Brief Project Description	



NOTICE: IT IS IMPORTANT TO READ THIS STATEMENT PRIOR TO DECLARING YOUR UNDERSTANDING OF THE ACCESSIBLE CUSTOMER SERVICE POLICY (to be submitted in Envelope One)

I hereby acknowledge that as part of my participation and involvement as a volunteer and/or Contract holder with the Town, I have been made aware of the Town of Caledon's Accessible Customer Service Policy. I have read the Corporate Policy and I, the undersigned have read, agree to and hereby express my understanding that;

- A person with a disability may include someone who is blind, has a visual impairment, is deaf or has a hearing impairment, a physical disability, an intellectual or learning disability and/or mental health disability
- Many disabilities are not obvious or visible
- People with disabilities will be provided with services from the Town in an equitable manner which respects their dignity, independence and allows for equality of opportunity
- Provision of goods and services to persons with disabilities will be integrated unless an alternate measure is required
- Service animals are permitted on Town premises and within Town facilities, except where prohibited by law
- Support persons, when assisting persons with a disability will not be required to pay an admission fee when accessing Town facilities
- Assistive devices are used to allow independence to persons with disabilities and will be respected accordingly and are permitted within Town offices and facilities
- The Accessible Feedback Process is a method for both employees as well as members of the public to express any comments or concerns regarding accessibility within Town facilities and/or services offered by the Town
- Accessibility Awareness Training is an imperative component of the Town of Caledon's Accessibility Policy, Practice and Procedure

_____ (print your name) received Accessible Customer Service Training from

_____ (name of agency/consultant that provided the training) on

_____ (date you completed the training). I have attached a copy of the certificate or proof of training I received OR I shall ensure that prior to doing business with the Town that all staff that form part of the team providing the required services (including any Sub-proponents) will have undergone Accessible Customer Service Awareness training.

Dated on this ____ day of _____, 2011

Signature



THE CORPORATION OF THE TOWN OF CALEDON

NOTICE OF "NO BID"

It is important that the Town of Caledon receive a reply from all Proponents. Although there is no obligation to submit a Proposal, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to the Purchasing & Risk Management Division at 905-584-4325 prior to the closing time and date indicated in the Bid package.

1. We do not supply this product(s) or service. _____
2. We cannot supply to the specification. _____
3. Unable to provide a Proposal competitively. _____
4. Cannot provide Proposal due to present Work load. _____
5. Quantity is _____ too large _____ too small _____
6. Unable to meet delivery/completion requirements. _____
7. Patent or licensing restrictions. _____

Other reasons/additional comments:

Do you wish to Proposal on these goods/services in the future? Yes _____ No _____

Company _____

Address: _____

Phone: _____ Fax: _____

Signature: _____ Title: _____

Name: _____ Date: _____

(Print)