

**Request for Proposals**  
**Service Delivery Review – Oxford County Municipalities**

**Sealed Proposals** marked clearly as to the contents, will be received by the municipalities of Oxford County until:

**12:00 noon local time, Friday June 28, 2019**

for the services of a qualified firm, or consortium of firms, to complete a Service Delivery Review of the services provided by the municipalities of Oxford County, including finalization of a service list, development of service profiles, and identification of recommendations and opportunities and final reporting.

Nine (9) copies of the submission are required for distribution to the Selection Committee and shall be no longer than fifteen (15) pages, excluding appendix and Curricula Vitae. Submissions that exceed the length restriction will not be considered.

Proposals are to be received at the Township of Norwich Municipal Office to the attention of the undersigned. Submissions received after the closing time will not be accepted. The onus is on the bidder to ensure that the bid is received in the proper location and before the closing time. Any questions regarding submissions must also be directed to the undersigned.

Kyle Kruger, CAO/Clerk  
Township of Norwich  
285767 Airport Road  
Norwich, ON  
N0J 1P0  
kkruger@norwich.ca  
519-468-2410

Results will be posted, when applicable, on the Township of Norwich website ([www.norwich.ca](http://www.norwich.ca)) after opening.

**Lowest or any proposal not necessarily accepted**

## Request for Proposals

### Service Delivery Review – Oxford County Municipalities

#### **1.0 Introduction**

Oxford County is located in southern Ontario between Kitchener-Waterloo and London. The County was restructured during the mid-1970's, as a two-tier Regional Government structure.

The County is experiencing rapid growth and development pressures across its member municipalities, and particularly in the City of Woodstock. Other pressures also have impacts on the member municipalities in the delivery of services to its residents.

Though there has always been a practice of resource sharing, partnerships, and working cooperatively in the delivery of municipal services in the County (both informally and contractually), Oxford County municipalities wish to examine the delivery of services provided to ensure that they are provided in the most effective manner.

In addition, as announced by the Minister of Municipal Affairs and Housing in January 2019, the Province of Ontario has commenced with a review of governance, service delivery, and decision-making functionality of regional governance in the province, which review includes Oxford County. In its announcement, the Province cites:

“Our government committed to improving the way regional government works and we will be looking at ways to make better use of taxpayers' dollars and make it easier for residents and businesses to access important municipal services...”

To facilitate this Review, the Province has also appointed Special Advisors, who “will work with the province to explore:

- Opportunities to make it easier for residents and businesses to access municipal services;
- Processes to deliver efficient and effective local services that respects taxpayers' money;
- Methods to make municipalities open for business; and,
- Possibilities to cut red tape and duplication, and save costs.”

In concert with this Review, the municipalities in Oxford wish to consider “who does what” in the context of what is best and meets the needs of Oxford residents and businesses looking ahead to the next 20 years.

To this end, the municipalities of Oxford County are seeking proposals from professional consultants to carry out a Service Delivery Review (SDR) of the services provided by each member municipality and the County.

The successful firm(s) will possess the requisite technical skills to deal with the complex matters to be addressed in the tasks outlined in the Terms of Reference and will be required to work directly with Oxford County municipalities staff, Councils, public and stakeholders in a professional manner. The firm(s), in addition to technical qualifications, must exhibit such skills as time management, diplomacy, tact, strong communication ability (both written and verbal) and an understanding of municipal interests and a demonstrated history of working successfully as a team.

The Consultant Project Team member(s) must possess:

- A thorough knowledge and understanding of service delivery review and demonstrated experience in conducting successful reviews;
- Demonstrated project management skills;
- Sufficient resources to meet the project timelines;
- Demonstrated experience in employee engagement and consultation; and
- Strong communication skills (written and verbal).

## **2.0 Background**

The municipalities of Oxford County have identified a County wide service delivery review as needed to address the future of the County. This process is intended to ensure our services are being delivered in the most effective and efficient manner and to identify potential opportunities for improvement or enhancements.

The SDR will improve the understanding of the services currently provided by the municipalities and provide better information that will allow the community, Council and staff to make informed, strategic choices regarding those services. The SDR will assist in exploring how municipal services will be delivered sustainably over the long term.

The service delivery review is not an exercise to reduce jobs or operations, but is an opportunity to take a comprehensive look at what the municipalities do and how they do it, and to determine if there is a more effective and/or efficient way to deliver services.

### **Past Reviews:**

The last review of municipal governance in Oxford occurred approximately 20 years ago, when there was significant municipal restructuring across Ontario. At that time, the County retained the services of KPMG and CN Watson and Associates to undertake a Restructuring and Rationalization of Services Study (Phase 1 – CN Watson and Phase 2 – KPMG). The number of County and local municipal Councillors was reduced as a result of governance recommendations from this study, and certain adjustments were

made to the 11 municipal services studied as part of the rationalization of services portion of the study, though not all recommendations were necessarily implemented.

Additionally, Oxford County undertook its own internal service delivery review which concluded in 2016, undertaken by Munro Strategic Perspective.

### **3.0 Goals and Objectives**

Part of the Provincial mandate, particularly regarding small and rural municipalities, is to transform service delivery and identify more modern and efficient ways of operating to become more efficient and reduce expenditure growth in the longer term.

The goal of this SDR is to assist the municipalities in Oxford in making informed and strategic choices about the best ways to deliver our services to residents.

Through the completion of the service delivery review, the successful Consultant will:

- Investigate and understand the current services and service delivery methods
- Identify if there is opportunity for more efficient allocation of various service responsibilities
- Identify any duplication/overlap of activities
- Identify opportunities to reduce operating costs
- Identify any barriers to making effective and responsive infrastructure and service delivery decisions
- Assess and recommend opportunities to be more efficient and effective in the sustainable delivery of municipal services.

Key objectives to be considered in the review and recommendations in this process include:

- Lower costs while maintaining taxpayer accessibility
- Improved service efficiency and effectiveness
- Streamlined service delivery
- Clear lines of accountability and responsibilities
- Maintaining service access and cost containment for taxpayers
- Ensuring long-term financial sustainability
- Stimulate long term sustainability and economic vitality (i.e.: Open for Business)

The completion of this project is in keeping with the municipalities goal of continuous improvement and Provincial mandate to ensure services remain sustainable for the long term.

## **4.0 Terms of Reference**

### **4.1 Phase 1: Project Initiation/Project Management**

This SDR project will be managed by a Steering Committee comprising the CAO's from each local municipality and Oxford County (or their designates) with support from the Treasurers and other staff as appropriate. Outcomes and recommendations will be reported to the respective Councils.

A project kick-off meeting with the Steering Committee will be held to confirm scope of work, detailed work plan and project schedule.

A preliminary list of services provided by the municipalities is included in Appendix A. Working with the Committee, the Consultant will confirm the list of services for review.

To ensure a successful project, the Committee and municipal staff have committed to ensuring communications to all staff are a priority. The Committee will be responsible for all public communications, while the Consultant will be responsible for developing and executing a plan for municipal consultation throughout the project.

Building on successful experiences in completing similar projects, it is expected the consultation plan will identify the types of input/feedback that will be solicited, the methods for gaining that feedback (one-on-one interviews, surveys, focus groups, etc.) and will detail how the input/feedback will be incorporated into the project. The consultation plan is to be developed to demonstrate trust and transparency between all stakeholders for future change management.

The consultation plan should also identify additional resources that may be required to execute the plan, including, but not limited to, staff resources, technology services, types of meeting locations, etc.

#### **Phase 1 Deliverables:**

- Detailed Work Plan
- Project Schedule
- Final Service List
- Consultation Plan

### **4.2 Phase 2: Service Profiles**

For each service that the municipalities provide, a detailed profile is to be developed. A profile template is to be developed by the consultant and reviewed and approved by the Steering Committee prior to the profiles being undertaken.

The service profiles will include, at a minimum, the following information:

- Description of the service and how the service is provided (in non-technical terms)
- What is the current level of service?

- What are best practices?
- Is the service or service standard legislated/discretionary/voluntary?
- Are there bylaws/policies affecting the service?
- Is it an external or internal service? Who is the customer?
- Is the service provided by municipal forces (union or non-union)/contractor/volunteers?
- Is the service critical/non-critical?
- Inputs (funds, staffing)
- Outputs (products/services produced)
- Outcomes (what do we want this service to accomplish?)

#### Phase 2 Deliverables:

- Service Profiles

### **4.3 Phase 3: Development of opportunities/recommendations**

Following development of the profiles, analysis of the services is to be undertaken to identify opportunities to deliver the services in a more effective and/or efficient manner.

It is expected that opportunities/recommendations may include, at a minimum:

- Improving processes and performance
- Partnerships/realignments
- Adjusting service levels
- Cost avoidance (operating costs and capital investments)
- Enhancing and expanding service levels
- New revenues
- Alternate service delivery
- Identification of similarities across municipalities/realignment

Recommendations to be grouped based on:

- Immediate implementation (minimal, if any, impact on operating budget)
- Short-term implementation (could be implemented within proposed 2020 operating budget – i.e. reallocation of proposed operating funds, no new additional funds required)
- Medium-term implementation (can be incorporated into the 2021 operating budget)
- Long-term implementation (requires additional study or consultation due to impacts to existing service levels)

It is noted that implementation plans for any opportunities identified through this project will be presented by the Steering Committee members to their respective Councils for consideration - the consultant will not be involved in the implementation process.

A final report, encompassing all the deliverables from the project, will be prepared and submitted for review and comment by the Steering Committee. All materials provided are to be in an electronic form.

If requested, the Consultant will present the outcome of the project to the municipalities Councils.

**Phase 3 Deliverables:**

- Draft Report, including service profiles, all analysis and opportunities/recommendations
- Final Report (in accessible format, and Word document)
- Presentation of all findings to the Steering Committee
- Presentation of all findings to the municipalities Councils and at public meetings (provisional)

**4.4 Meeting Summary**

The Consultant is to provide a meeting/consultation schedule and plan for review, which shall include a meeting with the Steering Committee at each Phase of the project.

**5.0 Project Schedule**

The Consultant is to provide a project schedule and plan for review, which shall be part of the Steering Committee evaluation criteria.

**6.0 Proposal Requirements**

**6.1 General**

The Consultant shall provide the name of the firm, office address, telephone number and facsimile number.

Consultants are encouraged to identify and make recommendations about the efficiency and appropriateness of the tasks listed herein and the description of the time to complete each task group as described in the "Project Schedule" section. Consultants should also make any recommendations about measures that would make the most effective use of resources available for this project;

**6.2 Project Understanding**

The proposal shall include a section that clearly demonstrates the proponent's understanding of the assignment and the deliverables requested. Proposals should include as a minimum:

- The proponent's understanding of the activities and deliverables quoted in the RFP and for the nature of the work required to meet the project objectives;

- The proposed philosophy and approach to be used to meet the project objectives and deliverables;
- A project schedule setting out timing of key tasks for the Project Team. All meetings should be clearly identified in the project schedule.
- Identification of any staff time or information requirements from the Municipalities of Oxford.

### **6.3 Company Experience and Project Team Qualifications**

The proposal shall include information on the key project resources including:

- Identification of the Project Manager and a description of their relevant technical skills and recent project management experience;
- Identification of key project team members, including description of their relevant experience and technical skills and previous experience working as a project team;
- Relevant previous experience of the Consultant, including at least three (3) references to current or previous relevant projects. The reference should include client details and specific contact information, scope of work, value and length of contract and key project team members associated with the project;
- Identification of all Sub-consultants, their fields of expertise, relevant experience and background;
- Disclosure of any potential conflict of interest by any members of the consulting team;
- Curriculum Vitae for all consultant team members; and
- A project team organizational chart that identifies the lead resource for each component of the project.

In the event there is a change in the personnel named and assigned to perform the services under the contract, the consultant shall be required to submit, for approval to the Municipalities of Oxford, the credentials and resumes of the alternate personnel the Consultant proposes to use in the performance of the contract. Substitutions of personnel from those identified in the response to the RFP must have like qualifications of the listed personnel. Changes must be submitted in writing by the proponent and approved in writing by the Municipalities of Oxford.

### **6.4 Financial**

The financial portion of the proposal must clearly provide the following:

- An hourly task breakdown, identifying:
  - names and roles of the Project Team members;
  - an estimate of hours per position and task, and
  - fees for each task,

- The total estimated cost, including the following:
  - separate cost estimates for each consultant team member
  - per diem rates for all consultant team members based on a 7.5 hour day for each task of the work plan.
- Provisional costs for additional meetings, including a project team meeting, and presentations to the municipalities Councils or public meetings.

Please note, the total estimated cost including disbursements for the work proposed shall be considered the upset limit.

## **6.5 Assumptions**

The proponent shall clearly identify all assumptions made in the preparation of the proposal. Additionally, the proponent is encouraged to outline other work considered essential to the successful completion of this project that was not identified by the Municipalities of Oxford in this RFP.

## **6.6 Proposal Evaluation**

The proposals will be evaluated based on the following criteria:

### Project Understanding and Implementation

- Organization;
- Understanding of the project;
- Identification of key issues;
- Approach to consultation
- Sufficient allocation of resources to the assignment; and
- Schedule.

### Past Related Experience

- Successful completion of projects for the Municipalities of Oxford or other area municipalities; and
- Successful completion and expertise with projects of similar scope and scale.

### Evaluation of Proposed Project Manager

- Successful completion of projects of similar scope and scale;
- Successful completion of projects on time and within budget; and
- Expertise and time commitment of the project manager as part of the Consulting team.

#### Evaluation of Proposed Project Team

- Successful completion of projects of similar scope and scale;
- Expertise of the proposed project team on the subject matter; and
- Team composition.

#### Proposal Completeness

- Appropriateness of work plan and critical path;
- Sufficient breakdown of tasks and their associated costs; and
- Ability to meet the Steering Committee's schedule.

#### Cost

- Sufficient breakdown of tasks;
- Sufficient number of personnel hours to complete the assignment;
- Competitiveness of hourly rates; and
- Overall cost
- Proposed cost for additional meetings (i.e. presentations to Councils/public meetings).

The proposal must outline the resources to be used for this assignment, provide an explanation of the project resources' direct experience with the skills noted above, and identify specific projects and dates in which these skills were demonstrated. Curriculum vitae/resumes for the identified project resources may be submitted as part of the attachments/appendices.

### **6.7 Selection Process and Award**

The Municipalities of Oxford reserves the right to request additional information, to request an interview, to award a reduced version of the proposed work or to not accept any proposals. The following is an estimation of the schedule for the selection process. The dates are subject to change.

May 31, 2019	Issue Request for Proposal
June 21, 2019	Deadline for questions regarding submission
June 28, 2019	Deadline for submission of proposals
July 12, 2019	Project Award

### **7.0 Project Administration**

The Consultant shall submit invoices for services provided to the Steering Committee via the Township of Norwich at the following address:

285767 Airport Road  
Norwich, ON  
N0J 1P0

The Township of Norwich will pay the Consultant monthly for the work performed as shown on invoices provided by the Consultant. The Consultant's monthly invoices must include as a minimum:

- The period of work applicable to the invoice;
- Breakdown by task, and for each task include a list of team members, their hours and their hourly rates;
- Percentage calculation of the work completed; and
- Disbursements and applicable taxes included as separate line items.

Invoices beyond the original agreed on value will not be accepted unless written consent from the Steering Committee is obtained. Invoices for extra work must be submitted separately and must be accompanied by a written justification of the work. (Note: Written authorization from the Steering Committee is required prior to proceeding with any extra work.)

Payment shall be made upon receipt of a proper invoice from the consultant and authorized by the Township of Norwich. Normal payment terms for the Township is thirty (30) days from receipt of the invoice.

## **8.0 General Provisions**

### **8.1 Proposal Conditions and Provisions**

A duly authorized official of the proposing company must sign this proposal response. Full name, address and contact telephone numbers must be included with the proposal for the proposal to be considered valid. The completed and signed proposal (together with all required attachments) must be returned to the Steering Committee (c/o the Township of Norwich) on or before the time and date of the receipt of proposals shown on the notice page of this Request for Proposal.

All participating proponents, by their signature hereunder, shall agree to comply with all the conditions, requirements, and instructions of this proposal as stated or implied herein. Any alteration, erasure, or interlineations by the proponent in this Request for Proposal shall constitute cause for rejection by the Steering Committee. Exceptions or deviations to this proposal must not be added to the proponent's proposal pages, but must be on proponent's letterhead and accompany proponent's proposal. Should the Municipalities of Oxford omit anything from this proposal which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proponent shall secure written instructions from the Township of Norwich prior to the time and date of the proposal opening as shown on the notice page of this Request for Proposal.

Typographical errors in entering quotations on proponent's proposal may result in loss of award of any contract.

All proponents are required to complete all information requested in this Request for Proposal. Failure to do so may result in the disqualification of proposal.

Fees stated in the proposal document will be in a “fixed fee” format. The fees quoted will not escalate beyond the fixed fee amount unless approved by the Steering Committee and will only be approved if there is a material change in the scope of work.

The Municipalities of Oxford reserve the right to reject any and all proposals, or to award contract for the items hereon, either in part or whole, or to waive informalities in proposals, if it deems it to be in the best interests of the Municipalities of Oxford to do so.

The successful proponent shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The consultant will report to the Steering Committee. Quality assurance will ultimately rest with the consultant. Consulting firms are fully responsible for the quality and accuracy of their work.

No proposal shall be accepted from, or no contract will be awarded to, any person, firm or corporation that is in arrears to the Municipalities of Oxford, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the Municipalities of Oxford, or that may be deemed irresponsible or unreliable by the Municipalities of Oxford. Proponents may be required to submit satisfactory evidence that they have a practical knowledge of the particular work proposal and that they have the necessary financial resources to perform and complete the work outlined in this proposal.

The proponent agrees to abide by all the laws, regulations and administrative rulings of Ontario, and the Municipalities of Oxford, and secure all necessary licenses and permits in connection with the proposal.

All materials, supplies and equipment furnished or services performed under the terms of any contractual agreement shall comply with the requirements and standards specified in all applicable federal, provincial, and local codes.

In the event that this proposal requires a formal contract to be prepared by the Municipalities of Oxford, the successful proponent will properly sign and furnish any necessary insurances, Workers' Compensation, etc., as required by the respective proposal within ten (10) days (unless a longer period is allowed by the Municipalities of Oxford) from the date of receipt of the formal contract forms.

## **8.2 Ethical Standards**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Proponent or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any Municipalities of Oxford official or employee, the proponent's submission shall be disqualified and shall not be reinstated.

The Steering Committee will review and evaluate the proposals received. If required, clarification of submissions may be sought by the Steering Committee only. Discussion, clarification, or distributing of any submitted documentation to any employee of the Municipalities of Oxford or their Councils outside the Steering Committee during this evaluation period (black out period) may result in immediate disqualification.

### **8.3 Non-Collusive Proposal Certification**

By the submission of this proposal, the proponent certifies that:

The proposal has been arrived at by the Proponent independently and has been submitted without collusion with any other Proponent. The contents of the proposal have not been communicated by the Proponent, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proponent or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.

No Proponent shall submit more than one proposal for this Request for Proposal.

### **8.4 Indemnification**

The Consultant, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, indemnify and hold harmless the Municipalities of Oxford, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may

suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Consultant, its agents, employees and sub-consultants on behalf of the Municipalities of Oxford, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Consultant, its agents, employees or sub-consultants, or the Municipalities of Oxford, its agents or employees.

## **9.0 Special Provisions**

### **9.1 Termination**

Nothing herein shall be construed as giving the Proponent the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to the Municipalities of Oxford; and in the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this agreement, he shall be paid only for that portion of the work which shall have been satisfactorily completed at the time of termination.

### **9.2 Termination For Convenience Of The Municipalities of Oxford**

The Municipalities of Oxford, upon giving thirty (30) days written notice (unless a longer period is given) may terminate this contract, in whole or in part, when it is in the best interest of the Municipalities of Oxford at their sole discretion. To the extent that this contract is for services and is so terminated, the Municipalities of Oxford shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

### **9.3 Examination Of Records**

The proponent agrees that the Municipalities of Oxford or any of their duly authorized representatives shall, until the expiration of three (3) years after the final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Proponent involving transactions related to this agreement.

### **9.4 Patents**

The Proponent agrees to defend the Municipalities of Oxford at Proponent's own expense, in all suits, actions or proceedings in which the Municipalities of Oxford is made a defendant for actual or alleged infringement of any Canadian or foreign letters patent resulting from the Municipalities of Oxford's contractual relationship with the proponent and the proponent's use of any/all technologies, methodologies, strategies in

providing the services required herein. The Proponent further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the Municipalities of Oxford. The Proponent agrees to indemnify and hold harmless the Municipalities of Oxford from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the Municipalities of Oxford's contractual relationship with the proponent and the proponent's use of any/all technologies, methodologies, strategies in providing the services required herein. It is expressly agreed by Proponent that these covenants are irrevocable and perpetual.

### **9.5 Ownership of Work Product**

All plans, drawings, submittals and other documents submitted to the Municipalities by the proponent become and are the property of the Municipalities, and the Municipalities may, without restriction, make use of such documents and underlying concepts as it sees fit. The proponent shall not be liable for any damage that may result from any use of said documents for purposes other than those described in this proposal.

### **9.6 Insurance**

The successful Proponent will be required to provide a copy of their current certificate showing General Liability Insurance in an amount not less than \$5,000,000, including non-owned automobile liability and Professional Liability in an amount not less than \$5,000,000. The certificate should name each of the Municipalities of Oxford as Additional Insured. The successful Proponent is required to maintain insurance at these levels at least one year after completion of the project. Depending on the complexity of the project, successful Proponents may be required to prove valid coverage for a longer period as may be deemed necessary to reasonably allow the Municipalities to become aware of any negligence on the part of the consulting firm. The certificate should have a 30 Day Notice of Cancellation.

### **9.7 Specific Contractual Requirements**

The successful proponent will be provided with an Agreement approved by the Municipalities of Oxford for execution by any required parties. One signed copy will be returned to the successful proponent.

### **9.8 AODA Accessibility Standards for Customer Service**

The AODA was passed in 2005 with a goal of making Ontario accessible by 2025. As part of that goal, both Ontario Regulation 429/07, also known as the Accessibility Standards for Customer Service, and Ontario Regulation 191/11, known as the Integrated Accessibility Standard were enacted. These regulations require that all Municipalities, their suppliers and contractors comply with the regulation requirements. These provincial standards cover various areas such as customer service, employment, information and communication, along with requirements specific to the built environment. In order to comply, all suppliers and contractors working on behalf of the

Municipalities of Oxford must be able to provide proof of compliance when requested. Proponents must identify within their Proposal documentation, that their firm is compliant, and will meet the legislative requirements.

Work done on behalf of the municipality OR produced for the municipality must comply with current accessibility laws – Accessibility for Ontarians with Disabilities Act (AODA) and the Integrated Accessibility Standards Regulation (IASR)

### **9.9 Lobbying Restrictions**

- a) Consultant/Suppliers, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Municipalities of Oxford staff and members of Councils.
- b) The Municipalities of Oxford may reject any Bid by a Consultant/Supplier that engages in such lobbying, without further consideration, and may terminate that Consultant/Supplier's right to continue in the purchasing process.
- c) After the closing of the Bid Solicitation process, all communications shall be made through the Township of Norwich. No Consultant/Supplier or person acting on behalf of a Consultant/Supplier or group of Consultants/ Suppliers, shall contact any elected official, company or any employees of the Municipalities to attempt to seek information or to influence the Award.
- d) Elected officials shall refer any inquiries about a Bid Solicitation process to the Steering Committee.

### **9.10 Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M. 56, As Amended and The Municipal Act, 2001, S.O. 2001, Chapter 25, As Amended**

The Municipalities of Oxford are public institutions, and as such, are required to adhere to legislation, including but not limited to the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) R.S.O. 1990, Chapter M.56, as amended. All Quotation, Tender and Proposal responses submitted become the property of the Municipalities of Oxford. Proponents should be aware that any and all documents submitted to the Municipalities of Oxford, including but not limited to Quotations, Tenders, Proposals, correspondence, e-mails and memoranda, will be subject to the protection and disclosure provisions of MFIPPA. Proponents are advised that the Municipalities of Oxford may be required to disclose these documents in part or in their entirety pursuant to the provisions of MFIPPA, unless the disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in MFIPPA. Proponents are reminded to identify in their Quotation, Tender or Proposal material, and in any other documents submitted to the Municipalities of Oxford, any specific financial, scientific, technical, commercial proprietary or similar confidential information, the

disclosure of which could reasonably expect to cause them harm. Complete Quotations, Tenders or Proposals are not to be identified as confidential. Proponents must highlight clearly within Their Quotation, Tender or Proposal or any other document information they consider to be confidential. Quotations, Tenders and Proposals submitted to the Municipalities of Oxford become subject to the laws that govern the operations of a public institution and the Municipalities of Oxford cannot assure Proponents that any portion of a Quotation, Tender, Proposal or other document, can be kept confidential under MFIPPA if the Municipalities of Oxford are required to disclose any such document as a result of direction by the Information and Privacy Commissioner/Ontario or as may be required by the Municipal Act. The information contained in this document may be utilized by the Proponent's solely for the purpose of preparing a submission to the Municipalities of Oxford. The Proponent will be advised in the event that the Municipalities of Oxford intends to release any third party information it has received through the Quotation, Tender or Proposal process. Any other use of the information for any other purpose is not authorized by the Municipalities of Oxford.

**Please see accompanying Appendix A - Preliminary Service List**