



Request for Proposal  
#2019-5-T  
Website Design and Development

County of Haliburton  
Municipality of Highlands East  
Township of Minden Hills

Closing date and time:  
**Thursday, May 9th, 2019, at 12:00:00 p.m.**

**RFP's Received by:**

Mike March, Director of IT  
11 Newcastle Street, P.O. Box 399  
Minden, ON K0M 2K0  
705-286-6550 x 226

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## Statement of Requirement

The County of Haliburton, the Township of Minden Hills, and the Municipality of Highlands East (“The Municipalities”) invites prospective Proponents to submit proposals on all or some of the following parts: providing all necessary professional development services including specialty consultants for the purposes of developing a municipal website, back end administration for web applications, and a content moderation system, for each of the three aforementioned Municipalities.

This joint Request for Proposal provides the detail on what is required to submit a Proposal, how the Municipalities will evaluate the proposed solution, and any specifications and qualifications to provide the goods and/or service. It is understood that while there are many commonalities in the Municipalities requirements, there may also be specific requirements for one website not specific to the others. Therefore while the RFP will be issued and reviewed by the joint website evaluation group, awards may be issued to separate Proponents.

## Schedule of Events

The events and dates listed below are usual events of the Proposal process. The schedule provided is for guidance only and the Municipalities reserve the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule.

Event	Date
Final questions from Proponents	Thursday April 25 <sup>th</sup> 2019
Closing Date and Time	Thursday May 9 <sup>th</sup> 2019, 12:00:00 pm, EST
Demo/presentations (shortlisted Proponents only)	May 13 <sup>th</sup> - May 24 <sup>th</sup> 2019
RFP Award	Municipality of Highlands East – June 11 <sup>th</sup>
	Township of Minden Hills – June 13 <sup>th</sup>
	County of Haliburton – June 26 <sup>th</sup>

## Proposal Package Checklist

The following is a checklist of information to submit in the proposal package. Please read the document carefully to ensure a complete submission.

Items Required in Proposal Package	Checklist
Section 3 – Proposal Content and Organization – Review and submit all information required in Section 3.	
Section 5 – Scope of Work and Requirements	
Section 6 – Form of Proposal– complete section 6 and submit the original signed acknowledgement in the proposal package	

## Definitions

1. **“Authorized Agent”** is a representative of the Proponent’s firm who has the authority, or appears to have the authority, to enter into a Contract on behalf of the Proponent.
2. **“Award”** is the acceptance of a proposal in accordance with this Request for proposal, as evidenced by The Municipalities written notification to the selected Proponent.
3. **“The Municipalities”** means The Corporation of the County of Haliburton, The Corporation of the Township of Minden Hills, and The Corporation of The Municipality of Highlands East.
4. **“Consultant”** means person who, by virtue of professional expertise of service is contracted by The Municipalities to undertake a specific task or assignment.
5. **“Contract”** means legal agreement to be entered into by the selected Proponent and The Municipalities.
6. **“Council”** means the elected representative of the people of the County of Haliburton, the Township of Minden Hills, and the Municipality of Highlands East with respect to municipal administration.
7. **“May or Should”** used in this RFP document shall be permissive and discretionary but recommended.
8. **“Proponent”** Person who submits a proposal.
9. **“Proposal”** is a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and services based on the approved format of The Municipalities containing terms and conditions.
10. **“Proposal Package”** is the submitted package that includes the proposal and any documents requested for evaluation.
11. **“Request for Proposal (RFP)”** is a solicitation from The Municipalities to potential Firms to submit a proposal.
12. **“Shall or Will”** used in this RFP document is a mandatory requirement that if not met, will result in a Proponent’s disqualification.

## Section 1 –Proposal Information and Instructions

This section of the Request for Proposal describes the process to submit a proposal. Please read all proposal sections carefully

### 1.1 Communications

All communication concerning this Request for Proposal shall be in writing and directed to:

Mike March, Director of IT  
E-mail: mmarch@county.haliburton.on.ca  
Phone: (705) 286-6550 x226

No person other than the above named person or his or her authorized representative is authorized to speak for The Municipalities with respect to this Request for Proposal. A Proponent who seeks to obtain information, clarification or interpretation from another Municipalities official or employee is advised that such material is used at the Proponents own risk, and The Municipalities shall not be bound by any such representations. Answers to questions and clarifications may be released in the form of an addendum should The Municipalities determine the information is relevant to all Proponents. Any questions shall be sent to the Director of IT in writing on or before Thursday, April 25<sup>th</sup> 2019. Questions will not be answered after this date. No verbal arrangement or agreement, relating to the goods, materials, supplies, equipment, services and construction specified or called for under this document will be considered binding and every notice, advice or other communications pertaining to it, shall be in writing.

### 1.2 Addenda to the RFP

Changes to the RFP shall only be done by formal written addendum issued by the Director of IT. The Municipalities hereby reserves the right in their sole discretion to amend this RFP any time prior to the closing date and time.

It is each Proponent's ultimate responsibility to ensure all addenda have been received prior to submission of their proposal or, in any event, prior to the close of the proposal, as a proposal cannot be amended or withdrawn following close of the RFP, for any reason. Refer to the Form of Proposal for requirements.

### 1.3 Submission of Proposal

A sealed proposal package shall be submitted at or before the closing date and time: **Thursday, May 9th, 2019, at 12:00:00 p.m., EST.**

Clearly address the proposal package to the County of Haliburton Administration office as follows:

The County of Haliburton  
11 Newcastle St, Minden, Ontario, K0M 2K0

**Attention:** Mike March

**Re: RFP 2019-5-T Website Design & Development**

**Provide the proposal number, company name and the return address information on the outside of the proposal package and courier package.**

Facsimile and electronically mailed proposals will be disqualified.

**Note: Courier service to this area is not “Same Day” or “Guaranteed” for a specific time of day.**

The Proponent is solely responsible for ensuring their submission is received on time and at the County of Haliburton Administration office. A proposal delivered after the closing date and time will not be opened and will be returned to the Proponent.

#### **1.4 Proposal Package**

The sealed proposal package shall contain **1 original Form of proposal signed by the Authorized Agent, clearly marked as “original”, three copies of the complete proposal (marked as “Copy”) and one USB of the complete proposal for evaluation purposes.** Please read all sections carefully to ensure a complete package is submitted.

#### **1.5 Suspension of Service**

In the event that an emergency, labour disruption or inclement weather forces the closure of the County of Haliburton Administration office, the RFP shall become due on the next business day at 12:00:00 p.m.

#### **1.6 Treatment of Information**

The Municipalities are required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, as amended.

The information collected will be used solely for the purposes stated in this request. If the Proponent believes that any part of its submission reveals any trade secret, intellectual property, scientific, technical, commercial, financial or labour relation information or any other similar secret right of information belonging to the Proponent, the information must be clearly marked as being confidential.

Any request for access to submissions will be formally reviewed subject to MFIPPA prior to the release of any third party information. The Municipalities may be required to submit information of the Proponent or proposal packages received to granting agencies for outside funding. The Proponent will not be notified of such a requirement.

#### **1.7 Proposal Package Submissions Information Release to Other Proponents**

The number of proposals received and the names of the Proponents are confidential and shall not be divulged prior to the public proposal opening.

### **1.8 Request to Withdraw a Proposal Package Submission**

Requests for withdrawal of a proposal shall be allowed if the request is made before the closing date and time for the proposal to which it applies. Requests shall be directed to the Director of IT by letter or in person, by an Authorized Agent of the company, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal on the same Contract.

### **1.9 Proposal Returned Unopened**

A proposal package received after the closing time shall be noted and returned unopened to the Proponent, as soon as possible. If a late proposal is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.

### **1.10 Submission of More Than One Proposal Package**

- a) If two proposals for the same Request for Proposal are received in the same envelope, the proposals shall be contained in separate envelopes within the exterior envelope and shall be marked as proposal A and proposal B.
- b) If two proposals for the same Request for Proposal are received in different envelopes the envelope with the latest date and time received shall be considered the intended proposal.

### **1.11 Submission options**

Proponents may elect to submit a proposal for any one of, or all of, the three websites that are requested to be developed and/or redesigned as part of this RFP.

### **1.12 Cancellation of Request for Proposal**

The Municipalities (all or in part) reserve the right to cancel the Request for Proposal at any point in the process without liability.

### **1.13 Joint Venture Proposal Package**

If a joint venture is responding to the Request for Proposal the proposal package shall be submitted by a lead Proponent and the others named as subcontractors.

### **1.14 Release of Information**

The Municipalities are required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, as amended.

The information collected will be used solely for the purposes stated in this request. If the Proponent believes that any part of its bid reveals any trade secret, intellectual property, scientific, technical, commercial, financial or labour relation information or any other similar secret right of information belonging to the Proponent, the information must be clearly marked as being confidential.



Any request for access to submissions will be formally reviewed subject to MFIPPA prior to the release of any third party information. The Municipalities may be required to submit information of the tender or tender packages received to granting agencies for outside funding. The Proponent will not be notified of such a requirement.

The number of tenders received and the names of the Proponents are confidential and shall not be divulged.

**1.15 Adjustment to a Proposal Package**

Adjustments by telephone, and facsimile (Fax), e-mail or letter to a proposal package already submitted will not be considered. A Proponent desiring to make adjustments to a proposal shall withdraw the proposal and/or supersede it with a later proposal submission prior to the specified proposal closing date and time (see section 1.1).

**1.16 Erasures, Overwriting or Strike-outs**

The Authorized Agent signing on behalf of the organization, shall initial erasures, overwriting or strike-outs on all parts of the original submission.

**1.17 Environmental Considerations**

Proponents are encouraged that wherever possible to supply goods which provide for expanded use of durable, reusable commodities, and commodities which contain the maximum post-consumer waste and/or recyclable content, without affecting the intended use of the good.

## Section 2 -Proposal Terms & Conditions

Each Proponent, by submitting a proposal, represents that the Proponent has carefully read, understands and accepts the terms and conditions and specifications of the Request for Proposal in full.

### 2.1 Form of Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant proposal Form:

- a) The "Form of Proposal", Section 6 and "Proposal Acknowledgement" as supplied by The Municipalities shall be completed with the contact information and signed with the authorized signature of the Proponent or of a designated official of the organization and submitted in the proposal package. An original signed document is required in the proposal package. A colour or black and white photocopy of a signature shall be rejected.
- b) All proposal information and pricing shall be legibly written in ink or by computer or typewriter.
- c) The proposal shall not be restricted by a statement added to the Form of Proposal or a covering letter or alterations to the Form of Proposal provided by The Municipalities.

### 2.2 Specifications and Requirements

It is understood and agreed that each Proponent, by careful examination, is satisfied as to the specifications of goods, nature of the service and the work, the character, quality and quantity of the task, the general and local conditions, warranty and all other matters, which can in any way affect the goods or service.

Each Proponent is directed to carefully examine the proposal Documents and to make special inquiry of any details the Proponent is uncertain of and to make further personal inspection and investigation, as the Proponent may deem proper, to determine the correctness of the information so obtained.

### 2.3 Omissions, Discrepancies, Clarifications and Addenda

While The Municipalities have made every effort to ensure the accuracy of the information provided in this RFP, the Proponent shall not make any claim against The Municipalities for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by The Municipalities, private company or individual.

Should a Proponent find omissions from, or discrepancies in, any of the proposal documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent's responsibility to immediately notify The Municipalities in writing. (Reference Section 1.1 for contact information)

If The Municipalities consider that a correction, explanation or interpretation is necessary or desirable, The Municipalities may issue a written addendum to all who have registered as a document via email.

#### **2.4 Allocation of Risk**

The Municipalities shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of non-acceptance by The Municipalities of any proposal submission or by reason of any delay in its acceptance.

#### **2.5 Mathematical Errors**

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total proposal prices and words shall govern over numbers.

#### **2.6 Conflict of Interest**

The Proponent is required to submit a conflict of interest declaration of any potential conflict of interest or perceived conflict of interest with their proposal package. This may be submitted in the form of a letter. Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict may be grounds for The Municipalities to disqualify a proposal or terminate any contract formed or purchase order without liability and for cause.

#### **2.7 Lobbying**

In order to ensure fairness to all persons, The Municipalities must endeavor to prevent unfair advantage created by lobbying. The Municipalities reserve the right to disqualify, at any time (including after the selection process has been completed) and at its sole discretion, any person engaging in lobbying with any elected official or employee of The Municipalities in an attempt to seek information or to influence the award of the contract. Any activity designed to influence the decision process, including, but not limited to, contacting any elected official or The Municipalities staff for such purposes as meeting of introduction, social events, meals or meetings related to the selection process.

In addition, no Proponent who has been awarded the contract shall engage in any contact or activities in an attempt to influence any elected official or any employee of The Municipalities with respect to the purchase of additional enhancements, options or modules. However, a Proponent may communicate with the appropriate member of the applicable Municipalities finance department for purposes of administration of the contract during the term of the contract.

#### **2.8 Litigation**

No submissions will be accepted from any persons which has a claim or has instituted a legal proceeding against The Municipalities or against whom The Municipalities have a claim or instituted a legal proceeding without prior approval by Council. The Municipalities may choose to disqualify a Proponent that has litigation against them that would affect their performance or reputation in performing the service or providing the goods and services requested by The Municipalities.

2.9 **Gratuities**

The Proponent acknowledges that no officer, member of council, or employee of The Municipalities has benefited or will benefit financially or materially from an award. A selected Proponent will be disqualified or a contract or purchase order will be terminated by The Municipalities if it is determined that gratuities of any kind were either offered to, or received by, any Municipalities' officer, member of council or employee

## Section 3 –Proposal Evaluation and Proposal Selection

### 3.1 Evaluation of the Proposal Package

All proposals will be requested, received, evaluated, accepted and processed in accordance with the Municipalities Purchasing Policy including amendments.

The Proposal package will be subject to a comprehensive analysis and evaluation, based upon the best overall value to the Municipalities by an evaluation team consisting of members of each of the County of Haliburton, Township of Minden Hills, and the Municipality of Highlands East. The Proposal will be checked for compliance to the Proposal request and should be organized in sequence by the sections listed below. A description of what is expected in each of these sections is presented below. A compliant Proposal will be evaluated using the rating criteria as indicated. Sections and/or subsections of the submission criteria that do not pertain to a particular Municipal website will not be counted in the evaluation score for that website project.

The Municipalities reserves the right in its sole discretion to:

- a) Waive minor irregularities and/or minor non-compliance by any Proponent with the requirements of this Request for Proposal and
- b) Request clarification and/or further information from one or more Proponent after closing without becoming obligated to offer the same opportunity to all Proponents.

Refer to Section	Submission Criteria	Points
5.3	Navigation, Design, & Ease of Use	40
5.4	Accessibility	15
5.5	Technical Requirements	15
3a,b,c,d	Experience and Qualifications	15
3c	Financial	15
	Interview/Presentation - Re-evaluation of above sections	
	Total	100

### 3.2 Proposal Content and Organization

The proposal must be organized according to the sections in this RFP in order to facilitate evaluation and comparison of proposals.

Proposal submissions must provide a detailed Table of Contents. All sections must be tabbed and labelled to facilitate ease of reference. All Appendices are to be noted in Table of Contents and tabbed/labeled separately.

The Proposal is recommended to be no more than twenty (20) pages in length including all the information required in Section 3. Supporting information and tables

in Section 5, are to be provided in appendices and are not considered to be applicable to the twenty page recommended length.

- a) **Company Profile**  
Provide a description of your firm, number of employees, capability and means to complete the requirements. Include your firm's years of experience relevant to the proposed project.
- b) **Project Team, Qualifications and Relevant Experience**  
List proposed team members and identify the level of involvement in each proposed task.
- c) **References**  
Firms shall provide at least three references for website design that can be contacted where recent projects of relevancy are in progress or have been completed within the past five years, including names, dates worked and contact numbers and email addresses.
- d) **Implementation Plan**  
Provide an implementation plan that including preferred methodology, milestone timelines, status updates, and risk management.
- e) **Financial Offer**  
Proponents shall provide individual line items, including all modules, functionality, etc, and total for each of the three participating Municipalities websites for which they are including in their proposal. The price will include all the items in Section 5 that have been marked with a Yes. Prices shall not include disbursements and HST.

Disbursements are to be broken out and shown on a separate line. Disbursements will include printing, travel, courier service, meals and any telephone/facsimile charges. Proponents are also requested to provide, where applicable, rates for additional work of similar nature believed not to be covered in this RFP, but considered necessary for completion of the assignment and shall specifically identify them in the proposal.

The Municipalities will not request additional information around the financial consideration and incomplete proposals will affect the evaluation and may disqualify a Proponent. All costs to The Municipalities shall be described as indicated above and calculated into the financial offer to ensure completion of the Project.

Fee proposals will be scored out of a maximum weighting of 15% according to the following:

$$\frac{\text{Cost of Lowest Proposal}}{\text{Cost of Proposal Being Evaluated}} \times \text{Full Weight of Cost Criteria}$$

The Municipalities reserve the right to adjust costs of proposals to reflect imbalances or discrepancies.

The Municipalities may choose to interview certain Proponents to clarify issues. Proponents are advised that only complete submissions will be reviewed and evaluated. The successful Proponent will be one with the highest score.

**g) Value Added Features**

Proponents are encouraged to address issues not discussed in this RFP and may offer added value features that may increase the success of the project or support the Municipalities' learning and development about doing projects of this type.

**3.3 Invitation Issued for Presentation**

Three of the highest overall ranking Proponents may be invited to make a confidential presentation during the week of May 13<sup>th</sup> to May 24<sup>th</sup>. No other Proponent is entitled to be present or to receive any information regarding the presentation of any Proponent. Each Proponent will be expected to demonstrate the following:

- a) Knowledge of application;
- b) Technical knowledge;
- c) Ability to meet requirements outlined; and
- d) Quality of live system demonstration.

Presentations will be re-evaluated against the criteria as set out in Section 3.1.

**3.4 Terms of Award**

- a) The lowest or any Proposal will not necessarily be accepted and the Municipalities reserves the right to award any portion of the Proposal;
- b) Proposals are irrevocable for one hundred and twenty (120) calendar days from the date the Proposal is opened;
- c) The award of each contract may be subject to approval by the Council of each participating Municipality and the availability of funding;
- d) Each Municipality will award the RFP separately and may elect to award the contract to different Proponents or to the same Proponent;
- e) In the event one or more Municipalities award their contract to the same Proponent, each Municipality will be considered a separate client;
- d) The Municipalities may at any time by notice in writing to the Consultant, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services; and
- e) An award is non-exclusive to the Proponent; and
- f) The Municipalities may source more than one Proponent to meet it's website and web application needs.

**3.6 Selection for an Award**

Upon receiving approval to award the proposal, the Municipalities shall contact the selected Proponent by mail, courier, fax or by e-mail to the contact person named at the address given in his/her proposal package.

**3.7 Complete Proposal Package**

The Proponent is advised to ensure that their offer is a complete Proposal. All information submitted and made available will support the Request for Proposal specifications and requirements. Any waiver or clarification will not be considered as an opportunity for a Proponent to correct errors or change the offer in their Proposal.



## Section 4 –Terms and Conditions of Contract

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

The County of Haliburton, The Municipality of Highlands East, and the Township of Minden Hills have committed to incorporating accessibility criteria and features when procuring or acquiring services, except where it is not practicable to do so, in accordance with their Accessibility policies.

All vendors who provide services shall comply with the Accessibility for Ontarians with Disabilities Act, 2005, and any and all Accessibility policies implemented at The Municipalities.

All suppliers who provide services shall ensure that all of its employees, volunteers and others, for which the supplier is responsible for, are compliant with the training requirements as legislated under the Ontario Regulation 429/07 (section 6), Accessibility Standards for Customer Service.

### **4.2 Contract Documents**

The Proponent's proposal documents, the RFP and such other documents, including all amendments or addenda agreed between the parties comprise the "Contract Documents" and shall form the Contract entered into between the Proponent and the Municipalities.

Should any work or materials be required which are not detailed in this RFP, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent hereof, the Proponent is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described. No after claim will be allowed or entertained for obstructions or work necessary to fully complete the work whereon said Proponent made tender.

### **4.3 Due Diligence**

It is understood and agreed that the Proponent has by careful examination, satisfied itself as to the nature and location of the work, the quality and quantity of services/materials to be encountered, the character of materials, labour and facilities needed in the completion of the work.

### **4.4 Insurance**

Prior to commencing any work or services on the Municipalities site, the Proponent will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in the Comprehensive General Liability Insurance section. The certificate of insurance shall identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Proponent's and/or subcontractors own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to The Municipalities and shall provide the Municipalities with thirty (30) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, policy holder, and scope of work.

The Proponent and each of its subcontractors shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance as respects the Municipalities.

Similar evidence of renewals, extensions or replacement of said policies, upon request, shall be forwarded to The Municipalities, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Proponent shall not contain any disclaimer whatsoever.

The Proponent shall provide in its agreements with its subcontractors clauses in the same form as those found herein. Upon request, the Proponent shall deposit with the Municipalities detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the insurance clauses so provided in the said agreements.

#### **4.5 Comprehensive General Liability Insurance**

Comprehensive general liability insurance with limits of not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury or property damage and in the aggregate with respect to products and completed operations. The insurance shall protect the Proponent, its subcontractors and their respective employees, servants and agents against personal injury, including death, sustained by any person and damage to or destruction of property including loss of use thereof, arising directly out of the operations or requirements performed in connection with the Contract.

The policy of insurance shall:

- a) Contain a cross-liability or severability of interest clause;
- b) Extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, Proponent's protective liability, broad form property damage, broad form completed operations, and operation of attached machinery;
- c) Add the Municipalities, its officers, officials, employees, servants, and agents as additional insured; and
- d) Have a policy deductible not exceeding five thousand dollars (\$5,000) for any one accident of occurrence.

The Proponent shall ensure that vehicles owned and/or operated by the Proponent in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than three million dollars (\$3,000,000) per occurrence.

#### **4.6 Indemnification**

The successful Proponent shall indemnify and hold harmless the Municipalities, its officers, council members, partners, agents and employees from and against all claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Municipalities and against all loss, liability, judgments, claims, suits, demands or expenses which the Municipalities may sustain, suffer or be put to resulting from or arising out of the successful Proponents' failure to exercise reasonable care, skill or diligence or omissions in the performance of any work or service required hereunder to be performed or rendered by the successful Proponent, its agents, officials or employees.

#### **4.7 WSIB**

The Proponent agrees that it shall, at its own expense, procure and carry or cause to be procured and carried and paid for, full WSIB coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Proponent agrees that the Municipalities have the unfettered right to set off the amount of the unpaid premiums and assessments for such coverage against any monies owing by the Municipalities to the Proponent. The Municipalities shall have the right to withhold payment under this contract until the WSIB premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract have been paid in full.

The Proponent shall, upon request, provide the Municipalities with the Proponent's WSIB registration number and letter from WSIB confirming that the Proponent is registered in good standing with WSIB and that all assessments have been paid to the date thereof prior to the Municipalities having any obligation to pay monies under this Contract.

If exempt from coverage, the Successful Bidder shall obtain optional coverage in the form of a letter from WSIB and must be provided to the Municipalities within ten (10) business days of being awarded the contract, or commencement of the contract, whichever is shortest.

#### **4.8 Subcontractors**

All subcontractors are the responsibility of the Proponent. The Proponent agrees that the subcontractors shown in its proposal are the subcontractors that it proposes to use to carry out the requirements. Subject to the Municipalities approval of the listed subcontractors, the Proponent agrees, if awarded this contract, to engage the listed subcontractors and no others in their stead without prior written authorization of the Municipalities.

Nothing contained in any Contract documents shall create any contractual relationship between the subcontractors and the Municipalities.

#### **4.9 Taxes**

Unless otherwise provided herein, the Proponent shall pay all government sales or excise taxes in force at the date of the agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services taxes and Provincial Sales taxes separately.

#### **4.10 Laws**

The laws of Ontario shall govern the Contract.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

#### **4.11 Notices**

Any notice required to be given or made in this Contract shall be given or made in writing and shall be served personally or mailed by registered mail addressed to the Municipalities and to the Proponent at the address set forth in its proposal.

#### **4.12 Errors and Omissions**

The County shall not be held liable for any errors or omissions in any part of this RFP. While the County has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted accurate by the Municipalities, nor is it necessarily comprehensive or exhaustive.

#### **4.13 Occupational Health and Safety**

The Proponent shall comply fully with the Occupational Health and Safety Act.

#### **4.14 Termination for Vendor Default**

Upon the termination of this Contract for cause, the Proponent shall have no claim for any further payment, but shall remain liable to the Municipalities for all loss and damage which may be suffered by the Municipalities by reason of the default or occurrence upon which such notice was based.

## Section 5 – Scope of Work and Requirements

### 5.1 Introduction

The County of Haliburton has a full time population of over 18,000, covers 4000 square miles and is comprised of 4 Municipalities (Township of Algonquin Highlands, Municipality of Dysart et al, Municipality of Highlands East, and the Township of Minden Hills).

Known as the “Haliburton Highlands” we are renowned for breathtaking scenery, wildlife and hundreds of lakes, rivers and streams. Artists, studios and galleries are spread all across the Haliburton Highlands, offering an eclectic mix of colourful, fulfilling and thought-provoking experiences.

The Municipality of Highlands East is situated on the Eastern side of Haliburton County and covers 758 square kilometers. There are roughly 4,485 households and a seasonal population of approximately 13,000. Highlands East has become a very popular cottage and retirement destination. The natural beauty of our lakes and environment are an attraction to the young and the young at heart.

Highlands East Council is focused on creating economic opportunities for our residents and businesses; our natural environment provides the rest. Highlands East is the Geocaching Capital of Canada, with Canada’s most popular GeoTour. Highlands East is the only Municipality in Ontario that has taken steps to protect Mineral Collection sites within the Municipality for the public to enjoy. We are committed to protecting and preserving our natural environment for generations to come.

The Township of Minden Hills is located two and half hours northeast of Toronto, and covers 878 square kms. The Township has a full time population of 6,000 people which expands to over 12,000 people during the seasonal months of May to October.

The Municipality hosts many qualities; from the magnificent natural environment (natural water falls, parks, trails, wild water paddling, gem/rock hunting, sightseeing, bird watching) to the activities (cycling, motorcycling, theatre, hiking, snowmobiling, ATVing, dogsledding only to name a few) and events planned for year-round fun for all ages. Minden Hills is a vibrant and bustling community, which celebrates the environment, arts, culture, community, and getting back to basics.

Online communications have fundamentally changed the way the public accesses and exchanges information. The Internet and social media have become necessary communication tools for organizations to provide information to the public in an effective and efficient manner.

The Municipalities desire to provide its citizens and target audiences with a website that is User-centric, relevant to target audiences, promotes the community's brand, enhances citizen engagement, and promotes its communities as a destination to live, work, and play.

The County of Haliburton and Highlands East are requesting a website redesign of their existing corporate websites: [www.haliburtoncounty.ca](http://www.haliburtoncounty.ca) and [www.highlandseast.ca](http://www.highlandseast.ca).

The Township of Minden Hills is looking to develop a new Tourism focused website. The Township of Minden Hills desires to provide its citizens and target audiences with a website that is User-centric, relevant to target audiences, promotes the community's brand, enhances citizen engagement, and promotes the community of Minden Hills as a destination to live, work, and play.

The website should effectively highlight the many tremendous benefits of our community, while marketing existing businesses and industries, and welcoming opportunities for all demographics; resulting in directly stimulating business development, creating jobs, and supporting community innovation

The Township of Minden Hills currently has one website that houses all content for the community. The intentions with a new, alternate website, is to streamline the content onto two main platforms; i.e. the municipal site will continue to be the primary platform for municipal news, updates, council developments, and volunteer information. The tourism based website will feature and celebrate local businesses, highlight events and experiences unique to the Minden region, and feature local photography and cinematography to highlight Minden Hills as a destination to discover.

## 5.2 Objectives

The focus of each website design project will differ to some degree, however they do share many common objectives. Below is a list that encompasses all the high level objectives across the three new websites.

- a) Ensure website architecture is structured to find information easily within the three-click industry standard rule
- b) Ensure the website homepage and e-Communications reflect the Municipalities' brand
- d) Ensure "frequently accessed" information is located in a prominent location
- e) Ensure the website architecture is easily adaptable to respond to customer desires and demands
- f) Ensure that website design and structure enhancements address the legislated accessibility requirements under the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) developed under the Accessibility for Ontarians with Disabilities Act (AODA) 2005

- g) Ensure the website meets Web Content Accessibility Guidelines 2.0 AA legislated requirements
- h) Ensure the website and e-Communications provide and receive stakeholder information (Stakeholders include: residents, businesses, potential visitors, potential residents, Municipal staff)
- i) Ensure e-Communications are timely, accurate and relevant to the particular stakeholder
- j) Promote business and community “good news stories”, tourism and community events (e.g. Community Events Calendar)
- k) Engage, raise awareness and educate residents on new and existing programs, services and support the Municipalities Strategic Plan(s).
- l) Ensure web and mobile applications support online payment and services (for potential future use)
- m) Ensure technology enables accessible online applications and fillable forms
- n) Ensure technology enables a mechanism for online input such as request forms and surveys
- o) Proposed solutions must be mobile friendly and function appropriately on most smart phone and tablet devices. Designs may be responsive or adaptive, but information is only to be updated in one place.
- p) All proposed solutions must ensure the Municipalities are, at all times, compliant with its statutory obligations under the Municipal Freedom of Information and Protection of Privacy Act in regards to the collection, use, and disclosure of personal information
- q) User rights shall control access to personal information collected and stored by the proposed solution. The proposed solution shall not permit users or the general public to access personal information unless specifically authorized.
- r) The Municipalities may wish to auto-publish to our social media accounts, including Facebook, Twitter and LinkedIn to disseminate website information. The Municipalities also wishes to embed YouTube videos on our website, as well as the option to feature social media content on the website pages. Social media needs to be tightly integrated into the proposed solutions.

### **5.3 Submission Criteria – Navigation, Usability, and Design**

#### **5.3.1 Website Content Management**

User permissions are assigned to limit specific content authors to create/maintain certain types of content as well as control the process workflow. The system will send workflow notifications to users notifying them of actions they need to take. The content management system must be easy to use, scalable, and allow for both new content/functionality as services for the website are identified.

ITEM	Y/N	COMMENTS
Has a graphical WYSIWYG environment.(No HTML knowledge required by users.)		
Has spell check for content editor widgets.		
Able to restrict use of font face/colours/size and “look and feel” using pre-defined CSS Styles.		
Has the ability to “Clean” Microsoft Word or other externally generated HTML.		
Has the ability to track changes and restore prior versions of both web content and media.		
Easily creates new pages – New page wizard type functionality.		
Has workflow management: CMS lets users utilizing role based security to collaboratively edit content, to delegate content editing to another user or group, to restrict users or groups from editing content, to prohibit publishing of content until reviewed and approved by one or more content approvers.		
Notifications sent on content expiry, approval submission and when internal page links are broken		
Has customizable templates		
Support multimedia content objects like images, video, and other media.		
All content, media and documents have a traceable history associated with them allowing for the tracking of both user and date/time for uploads, generation and approval processes.		
Tracks media uploads in a manner that integrates with analytics.		
Has automatic sitemap generation.		
Uses human readable URLs.		
Utilizes role based security to enable the upload, modification and deletion of content limited to the privilege level assigned to the role.		
Proven technology: The CMS software uses proven technology utilized by a broad sector of organizations.		
CMS makes use of a plugin architecture that enables easy exchange of components (e.g. the Rich text editor) and additional functionality as required.		



CMS plugin architecture allows third parties to create plugins that can be utilized by the CMS		
Third parties have created plugins that can be acquired and installed into the CMS.		
Entirety of the CMS code can be accessed and modified by municipal staff or designated third party operating on behalf of The Municipalities.		
Content migration: the Proponent migrates all content of the existing website(s) or work with business units to redevelop content.		
Uses document and media management: CMS software provides the ability to collaboratively manage the life cycle of a document or media from initial creation time, through revisions, publication, archive, and document destruction.		
CMS integrates with reporting tools on documents and media (e.g. orphaned items, frequency of use on pages, last updated, etc.)		
CMS provides the ability to add metadata to the image or document record for search indexing purposes		
CMS has the ability to preview proposed changes.		
The mobile site presents content generated from the same dataset as the main site and does not need to be updated separately		
CMS creates interactive forms		
CMS encrypts all passwords stored in the database.		
The Proponent agrees to inform the Municipalities of any privacy breaches and its rectification.		
Administrators and users able to change and/or reset their passwords		
Administrators are able to define password strength requirements.		
CMS supports two factor authentication.		
Has the ability to archive content.		
When the webserver returns a 404 (not found), the CMS redirects browsers to a user friendly replacement page.		

### 5.3.2 Mobility

ITEM	Y/N	COMMENTS
Describe how mobile devices will be supported.		
Describe your expertise with mobile development and implementation.		

### 5.3.3 Overall Site Design

ITEM	Y/N	COMMENTS
Has a custom design that incorporates design elements, colours from existing corporate logos or branding guidelines (where they exist)		
Templates made for homepage, main landing pages, html forms, and 3-5 sub-pages.		
Uses web development best practices that ensure a flexible, sustainable, extensible framework for ongoing site evolution.		
Design incorporates an intuitive navigation, ability to get to any page from any page within three clicks via menu structure.		
Analytics and quality assurance are integrated into the site or software must be compliant with Google Analytics.		
Design prints cleanly to standard letter size paper		
Search box is available on every page		
Design is consumable/embedded into social media feeds (e.g. Twitter, Facebook, LinkedIn, Flickr photo galleries, YouTube videos).		
Design is able to change the body text sizes for accessibility.		
Design is able to change the contrast for accessibility.		
Support for meta tags / keywords imported from the CMS.		
Support for interactive forms imported from CMS.		
The Proponent agrees to inform The Municipalities of any privacy breaches and its rectification.		

The Proponent provides documentation regarding how the solution has been designed to meet information privacy requirements (e.g. personal information).		
Ability to require the public to confirm that they agree with the Municipalities terms of use when they register for events, email subscriptions, etc.		
The public is able to change and/or reset their passwords where registration is required.		

### 5.3.4 Search

ITEM	Y/N	COMMENTS
Indexes the entire website, including dynamic pages.		
Indexes PDFs, including documents linked form within a PDF.		
Supports industry standards like robots.txt.		
Able to tune search results.		
Has duplicate file detection.		
Supports multiple indexes allowing for indexing of subsections like Council Reports, Community Services, Fire Services, etc.		
Has parametric searches, (e.g. Community Services programs between June 1 and August 1).		
Allows results to be returned in XML format.		
List what document types can be parsed.		
Has reports on top referrers and top keywords.		

### 5.3.5 A-Z Listing

The purpose of the A-Z listing is to provide a list of pages organized alphabetically by keywords. Links may have more than one keyword listed on the page, and may also point to external sites.

ITEM	Y/N	COMMENTS
Lists the titles of all active entries which link to the respective URL in alphabetical order in one or two columns depending on screen size.		
Groups entries by first letter of title.		

Uses security logins to add, remove and edit links using an administration console.		
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### 5.3.6 “HOW DO I” Menu

Applicable only to the County of Haliburton, and Municipality of Highlands East

ITEM	Y/N	Menu
Lists the titles of all active entries which link to the respective URL in alphabetical order under each category (e.g. How do I...Apply for It, Have a Say, Pay for It, Report it).		
Allow for flexibility when assigning a new page/tab on the site to the How Do I menu.		
Please suggest any other creative alternatives to this function.		

### 5.3.7 Master Calendar

Applicable only to the Municipality of Highlands East and Township of Minden Hills

ITEM	Y/N	COMMENTS
Allows all events to be uploaded through CMS, regardless of department.		
Events are 'tagged' to category, and users are able to select which categories of events display (e.g. Council & Committee meetings, Tourism Events, Waste Pickups) automatically displayed in master calendar.		
Allows user to download selected calendar events into iCal, Outlook, etc. (top 3 most popular calendar apps).		
Allows users to subscribe to receive new calendar event notices via RSS feed.		
Each event has a link to a page with description. If not a full page is needed, the event has a pop up with date, time, location. This is all driven by data entered in the CMS.		

### 5.3.8 E-Mail Marketing Module

ITEM	Y/N	COMMENTS
Allows users to select mailing lists to subscribe to by email or RSS feed (press releases, tourism events, emergency bulletins, etc). Categories are created in CMS or E-Mail Module.		
Adhere to industry best practices for privacy (double opt in, easy unsubscribe, etc.).		
Manages contact lists in an exportable and editable database.		
Provides branded templates for newsletters from different departments with varying layouts (.e.g. Tourism,News, etc.).		
Allows newsletters to easily be archived online.		

### 5.3.9 News

Applicable only to the County of Haliburton and the Municipality of Highlands East.

Various departments will manage the news section of the web site, ensuring that a selection of content to engage various stakeholders is available. E.g. Council decisions, news, community events, new programs or services. We are looking for a navigation structure that allows flexibility to post articles of varying length, link to subpages for full articles, embed videos, engage social sharing, etc. We are open to the News section playing a key role on our home page.

ITEM	Y/N	COMMENTS
Provide creative suggestions on how to arrange and manage news pages .		
Ability to publish articles of varying sizes, with embedded photos, videos, URLs.		
Has the option to show archived news items or most popular items from the past month/season.		
News administration is easy to use by someone with little or no technical training.		
News allows items to be future dated.		
News items have a start date time and end date time.		
Allows for RSS Feed.		

### 5.3.10 Online Surveys

Applicable only to the Municipality of Highlands East.

We are looking for a solution on our own website that offers similar capabilities to Survey Monkey.

ITEM	Y/N	COMMENTS
Allows for users to easily create new surveys or polls.		
Allows for pop up window on the site to encourage users to take the survey/poll.		
Allows users to share the survey via social media.		
Allows for reporting on surveys to be downloaded to a spreadsheet.		

### 5.3.11 E-commerce

The new site(s), should have the option to allow the public to pay various fees etc.

At this time, the Municipalities are not compliant with the Payment Card Industry (PCI) Data Security Standards. A third party provider is acceptable for the initial design, however, the site needs to be able to accommodate the capability for PCI compliant payments directly from the site in the future. We want to ensure the site is capable of this function for when we are ready to add it.

ITEM	Y/N	COMMENTS
Allows for the above functions to be completed with third party providers, such as Plastiq, Moneris, and Global Payments.		
If using Plastiq, Moneris, or Global Payments isn't recommended for online payment collection please suggest alternatives that are user friendly and cost effective.		

### 5.3.12 Emergency Announcements

The Municipalities may change its homepage to accommodate for emergency announcements when there is a significant weather event, closure, or emergency management situations. The emergency announcement feature

must be easy to implement. The emergency content on the homepage needs to be clear and distinguishable from other content. This feature allows for important messages to be the first items viewed when the website loads. The length of time the message is displayed must be able to be adjusted. The website must have the functionality to pre-schedule messages.

ITEM	Y/N	COMMENTS
Please suggest your recommendations for building this capability into the site.		

**5.3.13 Data Capture - ALL**

The Municipalities may actively solicit users to sign up for e-newsletters and/or RSS feeds by collecting email address (and other optional contact information) from users. At times, special messaging may be added in a particular area of the site to address a need of a department to reach certain users.

ITEM	Y/N	COMMENTS
Please suggest your recommendations for soliciting data capture and signups for e-communications. Solution must conform to current privacy regulations		

**5.3.14 Web forms**

The purpose of web forms is to allow the Municipalities to create forms for capturing data / feedback from the public. The Municipalities requires a system that will allow administrators to create forms, and have the information either emailed in a fillable PDF, or submitted via online form.

ITEM	Y/N	COMMENTS
Forms email and/or store information in the database.		
Support JavaScript and server side validation to prevent tampering.		
Include spam prevention measures.		
Administration is easy to use by someone with little or no technical training.		

Forms are accessible and able to be completed by keyboard		
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### 5.3.15 Tourism Website Requirements

Applicable only to the Township of Minden Hills.

ITEM	Y/N	COMMENTS
Directory listing for all tourism attractions including accommodation, restaurants, beaches, parks, etc.  Robust search function (by name, city, partial name, etc.). Each listing has the ability to be associated with key words, allowing linking to aggregate pages.		
Aggregate or Featured pages for each community and topic with the ability to link to properties, restaurants and attractions based on key words.		
Event listings – Please suggest recommended structure and function for event listings based on the variety of events currently loaded on the site		

### 5.3 Submission Criteria - AODA and Accessibility

ITEM	Y/N	COMMENTS
Describe your approach meeting WCAG 2.0 AA criteria; AODA legislation; Ont. Reg. 191/11, to support accessibility features and functions (e.g. for visual and auditory disabilities).		
Describe your expertise with AODA and accessibility		
Describe the accessibility tools used/leveraged.		

### 5.5 Submission Criteria - Technical Requirements

ITEM	Y/N	COMMENTS
Does the system use a web-based administrative interface		



Have no reliance on browser plugins/extensions in any way as part of a general trend away from installing plugins is being realized to reduce security risk footprint.		
Be browser agnostic with respect to all recent versions of modern browsers, where modern browsers are considered to be Mozilla Firefox, Chrome, Safari, and Internet Explorer.		
Ability to have separate development and production environments.		
Has knowledgebase for online help, helpdesk 24/7 availability (by phone or email), options for comprehensive training, and access to other online resources.		
Can the proposed offering be part of a PCI compliant solution to allow for the acceptance of online payments?		

How are security vulnerabilities handled? How are patches deployed and how are they applied?

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What hosting options are available with the proposed solution (eg. on premise, hosted by vendor, both)?

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What operating systems and web serving software (eg. Apache, IIS, Nginx, etc.) does the solution support? Please include versions if necessary to fully describe the required environment.

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**If proposed solution is hosted (by the vendor) please complete the following:**

ITEM	Y/N	COMMENTS
Provides a minimum 3-nines (99.9%) uptime guarantee.		
Can host the solution in multiple data centres acting in a fault tolerant configuration to allow for automatic recovery and continued operation in the event of system failure.		
All infrastructure servicing the solution is located within the territorial borders of Canada.		
Is able to utilize the Municipalities existing Active Directory service for the purpose of Single Sign On (SSO) for staff via Federated services, specifically ADFS 2.0		
All communications to the hosting vendor must be encrypted with industry standard strong encryption.		
Under no circumstances is our data or telemetry of our usage to be shared with any other third party without our express permission.		
Able to detect and block malicious or unwanted input such as malware, hostile or intrusive software, spam, batch input, auto-fill input from bots, or limit based on IP address.		
Proponent has network intrusion detection systems in place		
Proponent regularly-updates anti-virus protection on its servers.		
Proponent has managed services for its security devices and appliances, including all firewalls and proxy servers.		

<p>In the event that the Municipalities desire to migrate away from the hosted solution in the future, the provider must export the database, themes, images and any other customizations required to recreate the look, feel and function of the website and provide the exported data to us in a consumable fashion (e.g. with sufficient structure to facilitate migrating to another system).</p>		
<p>If at any point our relationship is terminated or we otherwise discontinue use of the hosting solution the vendor shall be required to permanently remove all data and telemetry related to operations from our relationship once all other commitments have been met.</p>		

<p>Describe methods used to ensure your datacenter(s) is(are) secured appropriately (describe: physical security, cooling, electrical, etc.).</p>

<p>Describe methods used to ensure our data is backed up appropriately. If offsite, offline backup is not detailed in this explanation please provide costing for it to be made available.</p>	<p>Cost</p>

Datasets determined by the Municipalities as requiring confidentiality can be stored in an encrypted format where required, with industry standard strong encryption. Any data determined to need encryption applied must have the same level of encryption applied in backed up form.

Describe methods used to protect the solution and our dataset from malicious activity. Include details related to the detection of malicious activity and measures taken to prevent malicious activity (eg. antivirus, intrusion detection/prevention, etc.)

Describe the action taken in the event that a compromise to the solution has occurred

Describe the geographical location of the data centre(s) used to house the proposed solution.

#### 5.4.2 Maintenance, Warranty and Support

Provide documents explaining how you will meet the following requirements

ITEM	Y/N	COMMENTS
Provide full details on support plans, location of support facilities, problem resolution and escalation procedures, and committed response times to client requests.		

Hot-line Support: describe the facilities, hours available, level of support and response time standards. Is this service included with the support? Does it include end user functional support?		
Local Support: describe the availability of local or on-site support including the support organization for Ontario (number of support staff, experience).		
Upgrade Policy: provide details regarding the frequency, availability, distribution, installation and documentation of system upgrades. Provide information on Proponent policy regarding temporary fixes.		
Upgrade Releases: provide the date(s) and scope of upgrades released in the last two years.		
Old Version Support: provide length of time the Proponent will support superseded versions of the system.		
Using comparable client sites as a reference provide the number of Municipal technical staff and related skill levels that would be required to operate and support the production system.		
Training: Proponent is to provide training. Describe implementation training plans and on-going training strategy. Describe types of training for: user vs admin		
Client Suggestions: describe policy regarding suggestions for improvements made by clients.		

## Section 6 – Form of Proposal

(Return all of Section 6 with the Proposal Package submission)

### 6.1 Company Information

The Proponent shall complete the following information clearly.

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**Legal Business Name of Company**

**Business Registration Number**

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**Courier Delivery Address**

**City**

**Postal Code**

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**Telephone**

**Fax Number**

**HST Number**

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**Contact Name**

**Title**

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**Contact's Email Address**

**Cell Number**

**6.2 Acknowledgement of Documents Received and Agreement to Terms and Conditions**

I/We hereby acknowledge receipt of the entire Request for Proposal document including any addendums issued, and have been provided with all the details required to permit me/us to submit a proposal.

I/We declare that the Proposal is not made in connection with any other Proponent submitting a Proposal for the same goods and/or services or work and is in all respects fair and without collusion or fraud and that full disclosure has been made of any conflict of interest or potential conflict of interest.

I/We hereby agree, having carefully reviewed the Request for Proposal documents, to provide and pay for all material, labour, tools, delivery, any equipment and incidentals necessary for the work or supply of services to complete Request for Proposal 2019-5-T Website Design and Development, as specified in accordance with all of the sections, appendices, schedules, drawings and addendum..

I/We, hereby confirm that the company named in Section 6.1 is licensed to do business in the Province of Ontario.

It is certified that the undersigned is authorized, appointed and empowered to sign and submit this tender and bind them to its offer, terms and conditions.

Executed by me and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
I have the authority to bind the Company/Corporation

\_\_\_\_\_  
Corporate Seal

\_\_\_\_\_  
Print Name and Position Held