



Nottawasaga Valley Conservation Authority
REQUESTS FOR PROPOSAL (RFP) 01/2022
FOR NVCA PROGRAM RATES AND FEES REVIEW

Proposals will be received by the undersigned on behalf of the Nottawasaga Valley Conservation Authority (NVCA) as follows:

Bidders are required to email a PDF submission with the subject line "Confidential – RFP 01/2022 NVCA Program Rates and Fees Review".

The completed proposals will be received until 2:00 p.m. EDT on Thursday, May 12, 2022 by:

Chris Hibberd
Director, Watershed Management Services
Nottawasaga Valley Conservation Authority
8195 8th Line, Utopia, ON, L0M 1T0
via email at: c.hibberd@nvca.on.ca

This time and date will be deemed to be the closing of the submission. Late submissions will not be considered.

Note that the lowest proposal will not necessarily be successful or accepted. NVCA reserves the right to accept any submission or to reject any or all submission.

Only the successful submission will be contacted.

For more information or for a copy of this document in an alternative format, please contact NVCA at 705-424-1479 or admin@nvca.on.ca.

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CHAPTER 1 - GENERAL REQUIREMENTS

Introduction

The Nottawasaga Valley Conservation Authority (NVCA) is a local watershed management charitable organization dedicated to ensuring a sustainable watershed that is resilient to the effects of climate change, urban growth and other stressors and provides safe, healthy and prosperous people and communities.

Conservation authorities are local public sector organizations similar to public health units, hospitals, libraries or schools. We are one of 36 conservation authorities in Ontario. We are governed by an 18-member board of directors, appointed by our 18 member municipalities.

Our mission is to work together to deliver innovative, integrated watershed management that is responsive to the environmental, economic and social sustainability of the Nottawasaga Valley watershed.

For further information on the work of the NVCA please visit our website:

www.nvca.on.ca

Project Overview

The NVCA currently offers a wide range of services and programs for which user fees are charged in order to recover the costs of providing those programs and services. The delivery of services by the NVCA is expected to be undertaken while maintaining reasonable municipal funding increases and ensuring that user fee increases are competitive and affordable.

The delivery of planning and permitting services is funded in a small part by the Province through annual operating grants, by municipalities through annual municipal funding, and by user fees paid by applicants. Planning services includes plan input and plan review. Plan input includes the review of policies and long-range plans generated by municipalities. NVCA staff participate in municipal planning processes and provide comments that relate to its regulatory and advisory roles. The cost of plan input services should be covered by the municipal levy and provincial operating grants where comments are provided which pertain to provincial interest under Section 3.0 of the Provincial Policy Statement and municipal partnership agreements. Plan review includes the review of planning applications under the Planning Act. These costs should be covered 100% through fees for service. NVCA also administers Ontario Regulation 172/06 – Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation on a fee-for-service basis with the current goal of approximately 50-60% cost recovery.

NVCA is also interested in expanding the level of service provided within these program areas such that it is consistent with the needs and expectations of our partners and more consistent with other conservation authorities within the province. This increased level of service is expected to include the addition of new technical staff.

NVCA is interested in retaining consulting services to complete a comprehensive review of its Planning Services department program rates and fees to ensure costs are being fully recovered and to provide recommendations on updates to program rates and fees and the associated principles and policies for the fees charged, such that NVCA can offer an enhanced level of service while meeting the cost recovery goals noted above. Chapter 2 of the Request for Proposal outlines the Scope of Work and Key Deliverables of the consultants to be retained by the NVCA to participate in this project.

Request for Proposal Schedule

Events	Date
Issue Request for Proposal	April 14, 2022
Final date for Proponents to submit questions	April 28, 2022, 12:00 pm EST
Response to Proponents questions	May 5, 2022
Proposal Closing Date	May 12, 2022, 2:00 pm EST
Interviews, if requested	TBD
Anticipated Award	TBD
Anticipated Commencement of Contract	TBD

Note: Although every attempt will be made to meet all dates, NVCA reserves the right to modify any or all dates at its sole discretion.

NVCA reserves the right at any time prior to the close of this RFP:

- to withdraw or cancel the RFP;
- to extend the time for the submission of proposals; or
- to modify the RFP;

By the publication of an addendum or other notice, and NVCA shall not be liable for any expense, cost, loss or damage incurred or suffered by any Applicant (or any other person) as a result of its so doing.

Inquiries, Clarifications and Addenda

Inquiries regarding this Request for Proposal are to be directed to NVCA before the specified closing date (see cut off dates above) by contacting Chris Hibberd, Director, Watershed Management Services, by email at c.hibberd@nvca.on.ca.

Inquiries must not be directed to other NVCA employees or its Board of Directors. Directing inquiries to other than the above may result in your submission being rejected.

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to all clarification requests will be provided to all Proponents in writing.

Any and all changes to the RFP required before the Proposal closing will be issued by NVCA in the form of written Addendums and shall hereby form part and parcel of the project. Addendums shall be issued as per schedule above and no later than three (3) days prior to close as applicable. Addendums will be provided to all Proponents the same way that the original RFP was provided. NVCA will assume no responsibility for oral instruction or suggestion. If Addendums are issued, Proponents must acknowledge receipt by indicating such receipt in the appropriate section of the Form of Proposal. Failure to acknowledge the addendums may result in your Proposal being rejected.

The onus is on the Proponent to ensure they have received and acknowledged all addendums prior to submission of proposals. Failure to acknowledge receipt of addendums will be cause for rejection of the Proponent's submission.

Limitation of Liability

The NVCA and its agents and advisors shall not be liable for any information or advice or any errors or omissions that may be contained in the RFP or any data, materials, or documents disclosed or provided to the Proponent pursuant to this RFP or otherwise. The NVCA and its agents and advisors make no representation or warranty, either express or implied, in fact or in law, with respect to the

accuracy or completeness of this RFP or such data, materials, or documents, and shall not be responsible for any claim, action, cost, loss, damage, or liability whatsoever arising from the Proponent's reliance or use of this RFP or any data, materials, or documents provided. The Proponent should satisfy itself as to the accuracy of the information contained in the RFP through independent means. The only representations and warranties made by the NVCA will be those that may be contained in any definitive agreement between NVCA and the Proponent.

Neither the transmission of this RFP to a Proponent nor the acceptance or receipt of a Proposal by NVCA shall be construed as or imply any obligation or commitment on the part of NVCA to enter into a contract or agreement of any kind in respect of any or all of the contents of this RFP.

Statement of Understanding

For the purpose of this RFP, whoever is named, as the Proponent shall be the single point of contact. Each Proponent shall be deemed to have carefully examined the RFP prior to submitting its Proposal, and if any Proponent should discover any omissions, errors, discrepancies, ambiguities, or other anomalies or have any doubts or questions as to the meaning of any portion thereof, or if any Proponent has an issue with any term or condition or requirement of the RFP, it shall, before the close of questions, communicate the same to NVCA in writing. Without such notice, the Proponents are deemed to have accepted the terms and conditions which shall carry forward to form the contract for the awarded project. At NVCA's sole discretion, some or all of the corrections, questions, and answers may be incorporated into Addendums to the RFP for distribution to all Proponents.

By submittal of a proposal, the Proponent represents that they are fully experienced and properly qualified to undertake work of a nature and scope similar to that requested herein; that they possess the competence, skills, experience, and expertise required to successfully carry out the work; that they are properly licensed, equipped, organized, and financed to perform such service; and that they have secured all the necessary information required by a competent, experienced Proponent to prepare a responsible and complete Proposal.

No Collusion

No Proponent shall discuss or communicate with any other person or entity (including, without limitation, any employee, representative, or agent of any other Proponent) about the preparation of its Proposal. Each Proponent's Proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any other person or entity responding to the RFP (or any employee, representative, or agent thereof) and each Proponent shall be responsible to ensure that its participation in this RFP is conducted fairly and without collusion or fraud.

No Publicity or Promotion

The Proponent shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP. In the event the Proponent is awarded a contract, the Proponent shall not identify NVCA as a customer of the Proponent and shall not otherwise use NVCA's name or any NVCA mark, without the written consent of NVCA.

Right to Audit

The Proponent is required to maintain complete books and records with respect to services, costs, expenses, receipts or other information necessary to verify the scope or charges for any services provided under this program. NVCA has the right

to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this agreement.

False or Misleading Statements

If in NVCA's opinion, a Proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the vendor the entire Proposal may be rejected.

Bribery/ Fraud

Should any Proponent or any of their agents give or offer any gratuity or attempt to bribe any employee or official of NVCA, or to commit fraud, NVCA shall be at liberty to cancel the Proponent's submission.

No Local Preference

The NVCA endeavours to achieve the best value for its members in its programs and transactions. As a result, NVCA will not be bound to purchase supplies or services based upon Canadian content.

All procurement processes are to be conducted so as not to unduly exclude local vendors while at the same time maintaining the duty to be fair, open and transparent.

Insurance

The successful Bidder shall at its own expense obtain and maintain until the termination of the contract, and provide NVCA with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000.) dollars with respect to the Bidder's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- b) Automobile liability insurance for an amount not less than Two Million (\$2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c) Professional Liability: If applicable and noted in this request, the successful Bidder shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than one million (\$1,000,000.) dollars with respect to all of the responsibilities relating to this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless NVCA is notified in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The NVCA reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as NVCA may reasonably require.

The successful Bidder shall indemnify and hold the NVCA, its employees, servants, agents and directors, harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance

whether wilful or otherwise by the bidder, its agents, officers, employees or other persons for whom the Bidder is legally responsible.

Laws of Ontario

The laws of the Province of Ontario govern the contract resulting from this RFP.

Form of Contract

Unless otherwise stated, the contract for this project is formed by this Request for Proposal document, the successful Proponent's submission and the Purchase Order issued by the NVCA.

Any terms or conditions contained within the Proponent's submission that are contradictory to any terms or conditions within the proposal issued by NVCA, unless otherwise agreed to before the close of the bid and which agreement is confirmed by addendum, may result in rejection of the Proponent's submission. NVCA does not accept any contradiction to terms and condition of this RFP without written agreement to the contrary.

Indemnification

The Proponent shall protect, defend and save the NVCA, its agents and advisors harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts, errors or omissions of the Proponents', and/or its agents, employees, or successors.

The Proponent hereby agrees to defend, indemnify and hold harmless the NVCA, and all NVCA elected or appointed officials, officers, employees, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

Non-Waiver

No act or omission by NVCA shall be construed by the successful Proponent as a renunciation or waiver of any rights or recourses for any breach by the successful Proponent of its obligations set out in this RFP and in the Contract, unless NVCA provided the successful Proponent with an express waiver in writing. Any work performed by the NVCA, which is part of the Work, shall not relieve the successful Proponent of his/her obligations to do that Work.

Non-Assignment

During the performance of the contract, the successful Proponent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the NVCA.

Damage Claims

The successful Proponent shall be responsible for all damages caused by it, its employees, agents, sub-contractors or persons under its control, or arising from the performance of the work or arising from the successful Proponent's failure or the failure of its employees, agents, sub-contractors, or persons under its control, to perform any or all of its obligations in accordance with the terms of the Contract.

Conflict of Interest

The Proponent is required to disclose in its Proposals and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP.

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

For the purpose of this Request for Proposal, "conflict of interest" includes but is not limited to any situation or circumstance where, in relation to the performance of its obligations under this Request for Proposal and any subsequent consulting agreement, the Proponent's other commitments, relationships or financial interests could be, or could be seen, to exercise an improper influence over the objective, unbiased and impartial exercise of the Proponent's independent judgment, or could be, or could be seen, to compromise, impair or be incompatible with the effective performance of the Proponent's contractual obligations.

The Proponent is in agreement that the final contract with NVCA contains the following provisions.

1. The Proponent agrees to:
 - a) avoid any conflict of interest in the performance of its contractual obligations,
 - b) disclose to the NVCA without delay any actual or potential conflict of interest that arises during the performance of its contractual obligations, and
 - c) comply with the requirements imposed by the NVCA to resolve the conflict of interest.

2. In addition to all other contractual rights or any other rights available at law or in equity, NVCA may immediately terminate the agreement upon giving written notice to the Proponent when:
 - a) the Proponent fails to disclose any actual or potential conflict of interest
 - b) the Proponent fails to comply with any requirements imposed by the NVCA to resolve the conflict of interest, or
 - c) in the reasonable opinion of the NVCA it is not possible to resolve the Proponent's conflict of interest.

3. By their signature on the Form of Proposal the Proponent thereby agrees:
 - a) that it will enter into an agreement containing the clauses set out above
 - b) all the measures, steps, policies, and procedures that it currently takes to ensure that conflicts of interest are avoided or that it will take to ensure that there will be no conflicts of interest in regards to NVCA's program.

Inclusion of any statements contradicting these terms will be cause for rejection of the proposal.

NVCA Not Employer

The Proponent agrees that the NVCA is not to be understood as the employer to the successful Proponent nor to such Proponent's personnel or staff for any work,

services, or supply of any products or materials that may be awarded as a result of the RFP process. It is understood that the successful Proponent will act as an independent supplier.

Termination

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

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

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

Rights Reserved by NVCA

NVCA reserves the right, in its sole discretion and without notice or reasons, and without liability to:

- a) accept/reject any or all Proposals and/or reissue the RFP in its original or revised form.
- b) reject any Proposal that includes any qualifications or modifications to this RFP or its addendum that were not submitted prior to close of questions and which were not accepted in writing by NVCA.
- c) add specific requirements not covered in the RFP or Proposal.
- d) modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- e) cancel this RFP at any time, without penalty or cost to NVCA. This RFP should not be considered a commitment by NVCA to enter into any contract.
- f) decline to permit any party to participate in this RFP.
- g) terminate discussions or negotiations with any or all of the Proponents.
- h) accept a Proposal that does not comply with the requirements of this RFP.
- i) request additional information from a Proponent to supplement or clarify a Proposal.
- j) in evaluating Proposals, consider any factor which NVCA considers to be

relevant.

- k) negotiate with any Proponent.

In the event of any disagreement between NVCA and a Proponent regarding the interpretation of the provisions of the RFP, the NVCA Chair or an individual acting in that capacity, shall make the final determination as to interpretation.

Exclusion of Proponents in Litigation

NVCA may, in its absolute discretion, reject a Proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against NVCA or its elected or appointed officers and employees in relation to:

- a) Any other contract or services; or
- b) Any matter arising from NVCA's exercise of its powers, duties or functions.

In determining whether or not to reject a Proposal under this clause, NVCA will consider whether that litigation is likely to affect the Proponent's ability to work with NVCA, its agents and advisors, and whether NVCA's experience with the Proponent indicates that NVCA is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

Exclusion of Proponents Due to Poor Performance

NVCA shall document evidence where the performance of the Proponent has been unsatisfactory in terms of failure to meet contract specification, terms and conditions or for Health and Safety violations.

The Chair (or designate) may, in consultation with the NVCA Board of Directors, prohibit an unsatisfactory Proponent from bidding on future RFPs or contracts for a period of up to three years.

Pricing

Unless otherwise stated in this document or the successful Proponent's submission, all pricing will be firm for the duration of the contract. Any pricing increases year over year will be limited to the annual change percentage in the CPI index at the time of renewal.

Accessibility

NVCA is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Regulations enacted under the Act apply to third parties providing goods and services to members of the public on behalf of NVCA. The Consultant/Contractor, its employees and all sub-contractors hired by the consultant/contractor in the completion of its work, must meet or exceed compliance with all applicable regulations under the Act.

Sustainability

One of the principles of NVCA's Purchasing Policy is to procure services with regard to the preservation of the natural environment, by encouraging suppliers to provide services that result in the least damage to the environment and incorporating recycled materials. Bidders are expected to carry out their work in an environmentally responsible manner.

CHAPTER 2 - THE OPPORTUNITY

2.1 Project Overview and Scope of Work

The NVCA has previously undertaken a comprehensive review of its program rates and fees, however it was done internally with stakeholder consultation.

NVCA sets program rates and fees in order to offset the costs of providing the wide range of services and programs and to be competitive when possible. NVCA has generally strived to ensure that the programs and services provided within the Planning Services department, such as plan review, achieve between 70-80% cost recovery. Exceptions to this approach include:

- Permit fees and other services provided directly to municipalities are drawn from general levy.
- Legislated fees i.e. Municipal Freedom of Information and Protection and Privacy Act fees.

It is expected that a comprehensive review of current Planning Services department program fees, practices and legislation will result in an update of NVCA's program rates and fees and related policies. Recommended revisions to program fees are required to take into consideration relevant agreements, Memorandums of Understandings, provincial policies and procedures, and in accordance with policies and philosophies of the NVCA Board of Directors.

2.2 Scope of Work and Key Deliverables

The purpose of the Planning Services Program Rates and Fees Review is to determine the guiding principles and policies for the fees to be charged, the fee structure and the resulting fees that should be charged for various services provided by NVCA.

Specifically, the objectives for this assignment are:

1. Meet with NVCA staff to ensure a full understanding of the project expectations and schedule, review background information and confirm process, goals and objectives, roles and responsibilities, etc.
2. Perform an initial review of documentation with respect to existing program rates and fees, practices, and average staff hourly rates. This should also include a review of the provincially legislated user fee requirements of the Conservation Authorities Act and Policies and Procedures for Conservation Authority Plan Review and Permitting Activities in order to consider the implications for NVCA's program rates and fees.

The Consultant will have available a variety of background documents and related policies that may come from the following resources:

- NVCA Strategic Plan
- NVCA Business Plan
- NVCA 2022 Budget and Budget Companion
- NVCA 2020 and 2021 (when completed) Audited Financial Statements
- Current program rates and fees and the respective reports to the Board of Directors
- Memorandum of Understandings with Municipalities for Plan Review and Plan Input
- Provincial Policies and Procedures for Conservation Authority Plan Review and Permitting Activities

- Provincial Conservation Authorities Policy and Procedures Manual
 - Other relevant service agreements with municipalities and external agencies
 - Data on number and types of applications received annually.
 - Data on relevant staffing costs.
 - Additional NVCA information, policies, studies, and data as available and requested by the consultant(s)
- 3.** Review all existing policies, guiding principles and current fees including but not limited to:
- a.** Comprehensive review of all NVCA rates and fees for programs and services delivered including, but not limited to:
 - Planning and Watershed Management fees including plan review and permit fees
 - b.** The Consultant is required to have knowledge of current best practices in the development, application and successful implementation of policies in the setting of user fees and pricing of programs and services for planning and permitting.
 - c.** Review and recommend changes, if needed, to existing fee structures to assist with implementing recoveries to reserves through fees charged such as building, fleet and IT infrastructure reserves to assist with long term capital needs that are impacted by program usage.
 - d.** Conduct research to identify potential new fees, develop and/or recommend new fees and policies and develop an implementation strategy to phase in new policies and significant fee changes.
 - e.** Provide recommendations for rates and fees that align with short- and long-term forecasts for service expansion, capital renewal and staffing.
- 4.** Develop an activity-based costing program fee model that includes:
- a.** Establishing each fee to be calculated in the activity-based costing model
 - b.** Cost definition and allocation methods for direct and indirect functions
 - c.** Staff average hourly rate
 - d.** Reasonability checks to ensure resources are not being over allocated
 - e.** Factoring in the proposed enhanced service level that includes additional technical staff within the program.
- 5.** Ensure conformity with various pieces of legislation and provincial policies including the Conservation Authorities Act and Procedures for Conservation Authority Plan Review and Permitting Activities.
- 6.** Compare NVCA fees with those of comparable Conservation Authorities, municipalities and NVCA market competitors and the average benchmarking rate and cost recovery percentage for each. NVCA staff can assist with acquiring comparator data.
- 7.** Provide recommendations on potential redefining of program fee categories.
- 8.** Recommend a communication strategy for key stakeholders, funding organizations, program participants and watershed residents related to NVCA program fees that considers other funding sources and meeting the objectives of NVCA's legislated and MOU requirements.

9. Prepare a draft report summarizing findings, policy recommendations, implementation strategy and recommended user fees to be presented to the Project Team with the final report to be received as detailed below.
10. Present the final report to the NVCA Board of Directors at a future meeting with recommendations for program rates and fees for implementation in 2023/2024.

Actions/Deliverables
Award of Proposal
Meet with Project staff and confirm work plan and schedule
Background research, carry out assessment
Draft report due to Project Team
Draft revisions completed
Presentation to Planning Department Team
Final report required for Board of Directors meeting agenda
Presentation of final report for Board of Directors meeting

The draft and final reports must be provided in electronic format and be acceptable to NVCA in form and content including accessibility requirements. All schedules must be presented in an Excel and PDF electronic format as well as in hard copy and be acceptable to NVCA in form and content. All data collected in the course of conducting the Program Rates and Fees Review, is to be provided to NVCA in an electronic form.

Proponents will keep prices firm for the duration of the contract period. Failure to comply with this requirement will be cause for rejection of a Proposal.

CHAPTER 3 - PROPOSAL SUBMISSION REQUIREMENTS

3.1 Delivery of Proposals

Proponents are required to email a PDF submission with the subject line "Confidential – RFP 01/2022 NVCA Program Rates and Fees Review" to:

Chris Hibberd
Director, Watershed Management Services
Nottawasaga Valley Conservation Authority
8195 8th Line, Utopia, ON, L0M 1T0
via email at: c.hibberd@nvca.on.ca

Proposals must be received by email, on or before, May 12, 2022 at 2:00 pm EST.

All Proposals must be signed by an authorized signing officer of the Proponent and contain a statement that the Proposal represents a binding offer which is irrevocable by the Proponent and remains in effect and open for acceptance by NVCA for ninety (90) days from date of submission, or as may be extended further as agreed by NVCA and the Proponent.

The Proposal will be submitted in a single pdf, containing all information and pricing requested.

3.2 Late Submissions

Proposals will not be accepted after the date and time stated above. Proposals received by NVCA later than the specified closing time will be returned unopened to the Proponent.

3.3 Submission Requirements

A Proponent's Proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. Incomplete proposals or proposals that do not conform to the requirements specified herein will not be considered.

The Proposal shall be clear, concise and shall include sufficient detail for effective evaluation for substantiating the validity of stated claims. The Proposal shall not simply rephrase or restate NVCA's requirements but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements. The Proponents are encouraged to provide details that may demonstrate the excellence of their Proposal. Proponents shall assume that NVCA has no prior knowledge of their experience and will base its evaluation on the information presented in the Proponent's Proposal.

The act of submitting a Proposal is a declaration that the Proposer has read the RFP and understands all the requirements and conditions. The submitted Proposal should reflect that the Proponent understands the objectives, context, issues, deliverables and methodologies. Information that summarizes the Proponent's expertise, background and particular suitability for the project should be indicated and illustrated.

If there are questions or concerns regarding terms, conditions or requirements of this request, they must be clarified and resolved prior to submission. Any statements contrary to those contained within this request or any qualification of terms or conditions that have not been agreed to by NVCA before closing, may result in disqualification of the submission.

All information is to be submitted on corporate letterhead, duly signed by an authorized official, and enclosed as specified. Proponents must clearly mark the original submission.

3.4 Costs and Expenses

The NVCA and its agents and advisors are not liable for any costs or expenses incurred by the Proponent in the preparation of their response to the RFP. Furthermore, NVCA shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by NVCA of any Proposal, or by reason of any delay in the award of the Proposal.

3.5 Amendment of Submission

Proponents may amend their Proposals only if the Proposal is resubmitted before the Submission Deadline in accordance with the following:

- a. The Proponent must withdraw its original Proposal on written notice to the Chris Hibberd, c.hibberd@nvca.on.ca before the Submission Deadline; and
- b. The Proponent must submit a revised Proposal before the Submission Deadline in accordance with the requirements of the RFP.

Amendments by telephone, facsimile, email, or letter shall not be accepted or considered.

If more than one Proposal is received under the same name for the same project, the Proposal contained in the submission envelope bearing the latest date and time shall be deemed the intended Proposal. The first Proposal received shall be considered withdrawn and returned unopened to the Proponent.

3.6 Withdrawal of Proposals

A Proponent may withdraw its Proposal prior to the Submission Deadline by giving written notice before the Submission Deadline. Telephone notices shall not be considered. Proposals may not be withdrawn after the Submission Deadline.

3.7 RFP Opening

Submissions received by the Deadline, will be opened administratively by members of the NVCA Project Team and at a time subsequent to the closing.

3.8 Acceptance or Rejection of Offer

1. The submission of Proposals does not obligate NVCA to accept any Proposal or to proceed further with the Project. NVCA may, in its sole discretion, elect not to proceed with the Project in whole or in part and may elect not to accept any or all proposals for any reason or to cancel the Project without any obligation whatsoever to Proponents.
2. Should NVCA not receive any Proposals satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the Proposal Documents or negotiate a Contract for the whole or any part of the Project with any of the Proponents or the lowest compliant.
3. Proposals which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Proposal Documents or are otherwise irregular in anyway may, at the sole and absolute discretion of

NVCA, be declared invalid and rejected.

4. NVCA retains the separate right to accept or waive irregularities if, in NVCA's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, NVCA may, as a condition of proposal acceptance, request a Proponent to correct a minor or technical irregularity with no change to the Proposal Price.
5. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Proposal, shall be at NVCA's sole and absolute discretion.
6. NVCA reserves the right to accept or reject any or all Proposals or to accept any Proposal should it be deemed to be in its best interest to do so in its sole and absolute discretion. NVCA will not necessarily accept the lowest price Proposal.
7. Proponents expressly waive any and all rights to make any claim against NVCA for any matter arising from NVCA exercising its rights as stated in these Instructions to Bidders.

CHAPTER 4 - EVALUATION OF PROPOSALS

4.1 Proposal Evaluation Project Team

Proposals will be evaluated as per the NVCA's purchasing policy and in accordance with the evaluation criteria as set out in the Proposal Documents. The Team reserves the right but is not obliged to perform any of the following:

- a) Enter into further discussions with the Proponent to seek clarification or verify any or all information provided by the Proponent with respect to this RFP that will allow the Committee to reach a decision with a Proponent;
- b) Independently verify any information provided in a Proposal. The Proponent shall co-operate with such independent verification.
- c) Contact any or all of the references supplied and to interview, at the sole costs of the Proponent, the Proponent and/or any or all of the resources proposed by the Proponent to fulfill the requirement to verify and validate any information or data submitted by the Proponent. Any such interviews may be held via a virtual meeting platform such as Microsoft Teams or similar.
- d) Waive irregularities and omissions if, in doing so, the best interest of NVCA and its municipal members will be served.

In submitting a Proposal, the Proponent agrees that the decision of the Project Team is final and binding and will not be subject to review by any court and any Proponent breaching this provision will indemnify NVCA for all its costs as a result of the same, save and except where NVCA has acted in bad faith.

4.2 Interviews

A Proponent whose written Proposal has received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent. NVCA reserves the right to interview up to a maximum of three (3) top ranked Proponents.

The representative(s) of a Proponent at any scheduled interview is/are expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.

The Selection Committee may interview any Proponent(s) without interviewing others, and NVCA will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

4.3 Negotiations

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants

provided by it and NVCA may be settled, and the issues concerning implementation may be clarified.

4.4 Evaluation Criteria

It is understood by the parties submitting Proposals, that to qualify Proponents must meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The contract will be awarded to a single Proponent based on a determination of best value taking into account the technical merit of the Proposals including the financial evaluations.

NVCA reserves the right to change the structure and criteria set out in this RFP prior to the date and time of closing for the acceptance of Proposals.

Proposals will be evaluated as follows:

- a) Evaluation of the Mandatory Requirements as listed below. Only Proposals meeting all of the Mandatory Requirements will advance to Step b).
- b) Evaluation of the point-rated requirements as listed below in 4.6.

4.5 Mandatory Submission Requirements

Mandatory Requirements are evaluated on a pass or fail basis. Failure to adhere to the following mandatory requirements shall result in a Proposal being declared a Non-compliant Proposal and will be given no further consideration. NVCA may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

- a) Proposal must be received at the closing location prior to closing date and time.
- b) Proposal must be typewritten in English.
- c) Completed, signed and sealed the Form of Proposal (Chapter 5). The Form shall be signed in the spaces provided by a duly authorized official of the Proponent;
- d) All Addendum must be acknowledged.
- e) Include Conflict of Interest Statement per Chapter 1.
- f) Proof of insurance per Chapter 1.

Inclusion of all point rated requirements outlined below.

4.6 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP that are not necessarily in order of importance.

Evaluation Criteria	Percentage
4.6.1 Understanding of the Scope of Work and Key Deliverables	20%
4.6.2 Qualifications, References and Experience	25%
4.6.3 Project Management, Proposed Methodologies and Detailed Work Plan	30%

Evaluation Criteria	Percentage
4.6.4 Cost	25%
TOTAL	100%

Proposal Submission Contents

The Proposal Submission shall address all items identified in Chapter 2, Scope of Work and Key Deliverables and include the following:

4.6.1 Understanding of the Scope of Work and Key Deliverables

- a) Provide a Statement of Understanding of the Scope of Work and Key Deliverables including a demonstrated understanding of the nature of the various programs and services offered by NVCA.
- b) Confirmation of the services to be provided and a commitment that the services will be provided during the timeframes outlined in the RFP.

4.6.2 Qualifications, References and Experience

Each proponent should provide the following in its proposal:

- c) a brief description of the Proponent including, but not limited, to the following:
 - Size of the firm;
 - Location of the office from which the work on the assignment will be performed
- d) the roles and responsibilities of the Proponent and any of its agents, employees and sub- contractors who will be involved in providing the Key Deliverables, together with the identity of those who will be performing those roles;
- e) the qualifications and experience of the team to be assigned to the assignment. Provide information on the conservation authority, municipal or public sector experience of each person, and details of skills that are directly relevant to the ability of the team to perform the assignment;
- f) a description of the services the Proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Scope of Work and Key Deliverables;
- g) For the firm's office that will be assigned responsibility for this assignment, list the most significant assignments performed in the past three years;
- h) Provide three references on the List of References form provided, including contact name and telephone number, for whom the Proponent has provided similar services to the current project in scope and value;

4.6.3 Project Management, Proposed Methodologies and Detailed Work Plan

- a) Provide a description of the general strategies and methodology to be employed including but not limited to:
 - o identification of NVCA's Planning programs and services delivered;
 - o approach to understand, review and evaluate NVCA's program rates and fees;

- b) Provide a proposed work plan including tasks and procedures, schedule with proposed completion dates, and report deliverables. Please include sample formats of these reports.

4.6.4 Cost

- i) Complete Chapter 5 Form of Proposal Section 4 – Pricing Summary. Proponents should be aware that any expenditure beyond the amount proposed require prior written approval and will only be considered in cases where material changes have occurred to NVCA requirements from the time of this proposal.
- j) The fee estimate should show the estimate of hours broken down between the various responsibilities which are perceived to be required and showing the category of staff assigned to each of the responsibilities.
- k) Out of pocket expenses should be clearly stated to be either part of the fee or estimated separately;
- l) The Proponent shall keep account of actual time spent on each task which compares the actual time spent to the time budgeted. The cost of this accounting of time shall be considered to be included in their fees quoted under this proposal.
- m) An indication should be given in the Proposal as to how fees for special work would be costed. All fees quoted will be kept confidential until they are released for the purpose of approval of the Board of Directors.

4.7 Confidentiality of Evaluation

Evaluation scores and rankings are confidential and, apart from identifying the top-ranked Proponent, no details of the Proposal or score or ranking of any Proponent will be released to any other Proponent.

Notwithstanding the foregoing, the NVCA Project Team will bring a report forward to a Board of Directors' meeting identifying the three top Proposals and the associated costs and recommending the top-ranked Proponent. This meeting occurs in open, public session.

CHAPTER 5 FORM OF PROPOSAL (BID FORMS)

Bid Acknowledgement

We offer to supply the services or goods asked for within this document at the fees prior to HST as stipulated below;

BID PRICE: \$ _____

HST at 13% of the total: \$ _____

TOTAL COST: \$ _____

(Include price breakdown by staff/hours as noted in 4.6.4 (b))

ADDENDUM:

I/We have carefully examined all documents contained in the Request for Proposal, including Addendum No. ___ through No. ____.

**The Bidder will insert here the number(s) of the Addendum/Addenda received during the bidding period and taken into account in preparing their Proposal(s) – for example 1 through 4.*

By signing the document below;

I/We agree that we have reviewed and understand the Proposal documents and I/we are capable and willing to perform the requirements of the Proposal and if a corporation submits the Proposal, a duly authorized officer of the company must sign it.

I/We the undersigned authorized signing officer(s) of the Bidder; hereby declare that no person, firm or corporation other than the one represented by the signature(s) of proper officers as provided below, has any interest in this proposal.

I/We declare that all statements, schedules and other information provided in this Proposal are true, complete and accurate in all respects to the best knowledge and belief of the Bidder.

I/We further declare that this Proposal is made without connection, knowledge, and comparison of figures or arrangement with any other company, firm or person making a proposal and is in all respects fair and without collusion for fraud.

I/We agree to comply with the terms and conditions herein and to commence the work immediately when authorized to proceed and to carry it forward in such a manner as to ensure proper completion at the earliest possible date.

By signing this document, you are agreeing that you have read and agreed to all requirements set out in this Document Package (unless otherwise noted). When the contract is awarded, NVCA will issue a purchase order and the Bidder acknowledges that upon such issuance the Bidder shall be bound by the terms and the conditions set out herein.

Proposal submitted by: (Please Type/print)

 Business Name

 Signature of Signing Officer

Name & Title (Please print)

Address

City/Town and Postal Code

Name and title of main Contact Person

Email and phone # for main Contact Person

Date of Submission

HST Registration #

LIST OF REFERENCES

Please provide the information requested below. Reference checks will be completed and the decision to award the proposal will be based on the NVCA's assessment of overall qualified bidder.

Experience listed below must be relevant to the current project in scope and value. If there is additional information you wish to provide with regard to references, please do so on the reverse of this sheet.

Project Name		
Company for whom the work was complete.		
On the project did your firm act as	General Contractor	Subcontractor
What was the value of the project or your portion of the project?	\$	
Contact Name at the owner's facility		
Email and Telephone with area code	Phone:	Email:
Date of Completion of this project		

Project Name		
Company for whom the work was complete.		
On the project did your firm act as	General Contractor	Subcontractor
What was the value of the project or your portion of the project?	\$	
Contact Name at the owner's facility		
Email and Telephone with area code	Phone:	Email:
Date of Completion of this project		

Project Name		
Company for whom the work was complete.		
On the project did your firm act as	General Contractor	Subcontractor
What was the value of the project or your portion of the project?	\$	
Contact Name at the owner's facility		
Email and Telephone with area code	Phone:	Email:
Date of Completion of this project		

Nottawasaga Valley Conservation Authority

SUBMISSION FORM

NVCA Program Rates and Fees Review
RFP 02/2018

I/We _____

having carefully examined the project outline information and having familiarizing myself/ourselves with the scope of work, do hereby quote to supply all necessary labour, material and equipment to fulfil the contract obligations at the fee provided within our proposal:

SIGNATURES

For the Consultant

Consultant/Company Name: _____

Contact Name: _____

Phone: _____

Signature: _____

Date: _____