

REQUEST FOR PROPOSAL
PROGRAM RATES AND FEES REVIEW

Issued July 19, 2021



237897 INGLIS FALLS ROAD, RR4
OWEN SOUND, ON N4K 5N6



Issued by: Grey Sauble Conservation Authority

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Contact information: 519-376-3076, Ext. 234 or t.lanthier@greysauble.on.ca

Issue Date: July 19, 2021

Proposal Closing

Closing Date: August 13, 2021

Time: 4:00 pm (EST)

Location: 237897 INGLIS FALLS ROAD, RR4, OWEN SOUND, ON, N4K 5N6

Grey Sauble Conservation Authority (GSCA) reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept other than the lowest proposal and to cancel the Call for Proposals at any time.

TO OBTAIN DOCUMENTS

A full copy of the RFP may be downloaded from GSCA's website at:

www.greysauble.on.ca



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Chapter 1 General Requirements

Introduction

Grey Sauble Conservation Authority (GSCA) was established by an Order-in-Council on January 1, 1985, following the amalgamation of the North Grey Region and the Sauble Valley Conservation Authorities. The North Grey Region and Sauble Valley Conservation Authorities were established under the Conservation Authorities Act in 1957 and 1958, respectively.

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 11-member board of directors, appointed by eight member municipalities.

GSCA is a local watershed management charitable organization dedicated to conserving, restoring and managing the natural ecosystems in the Grey Sauble watershed area.

Our mission is to promote and undertake sustainable management of renewable natural resources and to provide responsible leadership to enhance biodiversity and environmental awareness, in partnership with our watershed stakeholders.

For further information on the work of the GSCA please visit our website: www.gsca.on.ca

Project Overview

GSCA 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 GSCA is expected to be undertaken while maintaining municipal funding increases within a range of approximately 2.5% to 4.0% annually 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. GSCA 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 100% 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. Plan review includes the review of planning applications under the Planning Act. These costs should be covered 100% through fees for service. GSCA also administers Ontario Regulation 151/06 – Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation on a fee-for-service basis with the current goal of approximately 80% cost recovery.



GSCA 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 up to three (3) new technical staff.

GSCA is interested in retaining consulting services to complete a comprehensive review of its Environmental Planning 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 GSCA 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 GSCA to participate in this project.

Request for Proposal Schedule

Events	Date
Issue Request for Proposal	July 19, 2021
Final date for Proponents to submit questions	July 30, 2021, 12:00 pm EST
Response to Proponents questions	August 9, 2021
Proposal Closing Date	August 13, 2021, 4:00 pm EST
Interviews, if requested	Week of August 16 th , 2021
Anticipated Award	August 25 th , 2021
Anticipated Commencement of Contract	August 30 th , 2021

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

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

- a) to withdraw or cancel the RFP;
- b) to extend the time for the submission of proposals; or
- c) to modify the RFP;

by the publication of an addendum or other notice, and GSCA 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 GSCA before the specified closing date (see cut off dates above) by contacting Tim Lanthier, CAO, by email at t.lanthier@greysauble.on.ca.

Inquiries must not be directed to other GSCA employees or its Board of Directors. Directing inquiries to other than the CAO 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 GSCA in the form of written Addenda and shall hereby form part and parcel of the project. Addenda shall be issued as per schedule above and no later than three (3) days prior to close as applicable. Addenda will be provided to all Proponents the same way that the original RFP was provided. GSCA will assume no responsibility for oral instruction or suggestion. If Addenda are issued, Proponents must acknowledge receipt by indicating such receipt in the appropriate section of the Form of Proposal. Failure to acknowledge the addendum/addenda may result in your Proposal being rejected.

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

Limitation of Liability

GSCA 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. GSCA 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 GSCA will be those that may be contained in any definitive agreement between GSCA and the Proponent.

Neither the transmission of this RFP to a Proponent nor the acceptance or receipt of a Proposal by GSCA shall be construed as or imply any obligation or commitment on the part of GSCA 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 GSCA 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 GSCA's sole discretion, some or all of



the corrections, questions, and answers may be incorporated into Addenda 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 GSCA as a customer of the Proponent and shall not otherwise use GSCA's name or any GSCA mark, without the written consent of GSCA.

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. GSCA 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 GSCA'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 GSCA, or to commit fraud, GSCA shall be at liberty to cancel the Proponent's submission.

No Local Preference

GSCA endeavors to achieve the best value for its members in its programs and transactions. As a result, GSCA 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 GSCA 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 GSCA is notified in writing at least thirty (30) days prior to the effective date of cancellation or expiry. GSCA reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as GSCA may reasonably require.

The successful Bidder shall indemnify and hold GSCA, 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 GSCA.

Any terms or conditions contained within the Proponent's submission that are contradictory to any terms or conditions within the proposal issued by GSCA, unless otherwise agreed to before the close of the bid and which agreement is confirmed by addenda, may result in rejection of the Proponent's submission. GSCA 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 GSCA, 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 GSCA, and all GSCA 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 GSCA 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 GSCA provided the successful Proponent with an express waiver in writing. Any work performed by GSCA, 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 GSCA.

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 GSCA 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 GSCA 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 GSCA 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 GSCA to resolve the conflict of interest.

2. In addition to all other contractual rights or any other rights available at law or in equity, GSCA 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 GSCA to resolve the conflict of interest, or
- c) in the reasonable opinion of GSCA 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 regard to GSCA' program.

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

GSCA Not Employer

The Proponent agrees that GSCA 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 GSCA, GSCA 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, GSCA shall be entitled to exercise any one or more of the following remedies:

- a) GSCA may terminate the contract without further notice;
- b) GSCA may withhold any payment due to the successful Proponent hereunder until the successful Proponent has remedied its failure;
- c) GSCA 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 GSCA; and/or;
- d) GSCA may assert any other remedy available to it in law or equity.

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

Rights Reserved by GSCA

GSCA 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 addenda that were not submitted prior to close of questions and which were not accepted in writing by GSCA.
- 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 GSCA. This RFP should not be considered a commitment by GSCA 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 GSCA considers to be relevant.
- k) negotiate with any Proponent.

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

Exclusion of Proponents in Litigation

GSCA 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 GSCA or its elected or appointed officers and employees in relation to:

- a) Any other contract or services; or

- b) Any matter arising from GSCA's exercise of its powers, duties or functions.

In determining whether or not to reject a Proposal under this clause, GSCA will consider whether that litigation is likely to affect the Proponent's ability to work with GSCA, its agents and advisors, and whether GSCA's experience with the Proponent indicates that GSCA 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

GSCA 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 GSCA 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

GSCA 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 GSCA. 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 GSCA'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

GSCA has not previously undertaken a comprehensive review of its program rates and fees.

GSCA 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. GSCA has generally strived to ensure that the programs and services provided within the Environmental Planning Department, such as plan review, achieve between 70-90% 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.

Currently, GSCA's fee structure is not designed to include overhead costs associated with capital costs and support staff (ie: finance staff, administrative staff, HR, IT, etc.).

It is expected that a comprehensive review of current Environmental Planning Department program fees, practices and legislation will result in an update of GSCA 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 GSCA Board of Directors.

2.2 Scope of Work and Key Deliverables

The purpose of the Environmental Planning 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 GSCA.

Specifically, the objectives for this assignment are:

1. Meet with GSCA 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 GSCA'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:

- GSCA Strategic Plan
- GSCA 2021 Budget and Operational Plan
- GSCA 2020 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
- Review of Conservation Authority Fees for Planning and Permitting Activities by the Conservation Authorities Liaison Committee, October 2012
- GSCA Roles and Responsibilities for Planning and Permitting
- 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 GSCA 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 GSCA rates and fees for programs and services delivered including, but not limited to:

- Planning and Watershed Management fees including plan review and permit fees
- Mapping and data sharing fees
- Project costing, including support staff chargebacks, for additional projects such as NDMP, Green Infrastructure, etc.
- Consulting and other services provided to external and partner agencies including municipalities that provide annual funding to GSCA

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 GSCA fees with those of comparable Conservation Authorities, municipalities and GSCA market competitors and the average benchmarking rate and cost recovery percentage for each. GSCA 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 GSCA program fees that considers other funding sources and meeting the objectives of GSCA'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 GSCA Board of Directors at the November 24, 2021 meeting with recommendations for program rates and fees for implementation in 2022.

Date	Action/Deliverable
August 25, 2021	Award of Proposal
Week of August 30, 2021	Meet with Project staff and confirm work plan and schedule
August 30 to October 8, 2021	Background research, carry out assessment
October 22, 2021	Draft report due to Project Team
October 29, 2021	Draft revisions completed
November 4, 2021	Presentation to Planning Department Team
November 17, 2021	Final report required for Board of Directors meeting agenda
November 24, 2021	Presentation of final report for Board of Directors meeting

The draft and final reports must be provided in both hard copy and in electronic format and be acceptable to GSCA in form and content. All schedules must be presented in an Excel and PDF electronic format as well as in hard copy and be acceptable to GSCA in form and content. All data collected in the course of conducting the Program Rates and Fees Review, is to be provided to GSCA 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 submit five (5) paper copies and one (1) electronic copy (on CD, DVD or USB Flash drive) in a sealed envelope with the envelope template provided in the RFP to:

Attn: CAO – Confidential
Grey Sauble Conservation Authority
237897 Inglis Falls Road
RR4, Owen Sound, ON N4K 5N6

Proposals must be received at the location noted, on or before, August 13, 2021 at 4:00 pm EST.

No facsimile transmission or electronic delivery of Proposals will be accepted.

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 GSCA for ninety (90) days from date of submission, or as may be extended further as agreed by GSCA and the Proponent.

The Proposal will be submitted in a single envelope, 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 GSCA 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 GSCA'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 GSCA 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 GSCA 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

GSCA 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, GSCA 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 GSCA 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 Chief Administrative Officer or designate 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 GSCA 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 GSCA to accept any Proposal or to proceed further with the Project. GSCA 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 GSCA 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 GSCA, be declared invalid and rejected.
4. GSCA retains the separate right to accept or waive irregularities if, in GSCA's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, GSCA 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 GSCA's sole and absolute discretion.
6. GSCA 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. GSCA will not necessarily accept the lowest price Proposal.
7. Proponents expressly waive any and all rights to make any claim against GSCA for any matter arising from GSCA exercising its rights as stated in these Instructions to Bidders.

Chapter 4 Evaluation of Proposals

4.1 Proposal Evaluation Project Team

The Project Team, comprised of the CAO, the Board Chair and representatives from GSCA's Planning and HR Departments will evaluate each proposal received 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 will 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 GSCA 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 GSCA for all its costs as a result of the same, save and except where GSCA 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. GSCA 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 GSCA 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 GSCA 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.

GSCA 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. GSCA 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 and will not be accepted by email.
- c) Any changes on the original Proposal should be made in ink and initialed by the person signing the Proposal.
- d) Five (5) hard copies of the Proposal and one (1) electronic copy (on CD, DVD or USB flash drive) must be submitted as indicated.

- e) Completed, signed and sealed the Form of Proposal (Chapter 5). The Form shall be an Original that is signed in the spaces provided by a duly authorized official of the Proponent;
- f) All Addenda must be acknowledged.
- g) Include Conflict of Interest Statement per Chapter 1.
- h) 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%
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 GSCA.
- 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:

- a) 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
- b) 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;
- c) 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;
- d) 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;
- e) For the firm's office that will be assigned responsibility for this assignment, list the most significant assignments performed in the past three years;
- f) 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:
 - identification of GSCA's Environmental Planning programs and services delivered;
 - approach to understand, review and evaluate GSCA'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

- a) 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 GSCA requirements from the time of this proposal.

- b) 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.
- c) Out of pocket expenses should be clearly stated to be either part of the fee or estimated separately;
- d) 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.
- e) 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 GSCA Project Team will bring a report forward to the Board of Directors' August 25, 2021 Full Authority 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 FORM)

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))

ADDENDA:

I/We have carefully examined all documents contained in the Request for Proposal, including Addenda 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, GSCA 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 GSCA'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 <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
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 <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
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:	Fax::
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 <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
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:	Fax::
Date of Completion of this project		

RFP Submission Envelope Template

SUBMITTED BY:

NAME: .

ADDRESS:

GSCA ATTN: CAO – Confidential
237897 INGLIS FALLS ROAD, RR4
OWEN SOUND, ONTARIO
N4K 5N6

CONTRACT NAME: **REQUEST FOR PROPOSAL – ENVIRONMENTAL PLANNING RATES AND FEES REVIEW**

CLOSING DATE: **August 13, 2021**

CLOSING TIME: **4:00 pm EST**

IMPORTANT:

Proposals are to be dropped off in the Drop Box or Couriered to, 237897 Inglis Falls Road, Owen Sound, ON. Submissions received after the closing time will NOT be accepted. The onus is on the proponent to ensure that the bid is received in the proper location and before the closing time.