



THE CORPORATION OF THE TOWN OF COLLINGWOOD
(the "Town")

REQUEST FOR PROPOSALS

For the purchase, implementation & on-going support for a
Building Permit & Planning Computer application.

Request for Proposals No.: B 2009-01

ISSUED: January 23, 2009

Submissions to be delivered to the attention of the Clerk, Town of Collingwood no later than Friday, February 13, 2009 at 3:00 p.m.

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REQUEST FOR PROPOSAL

1. INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals that achieve the best overall value to the Town.

1.2 Type of Contract for Services

The selected Proponent will be required to enter into an agreement (“Agreement”) with the Town for the provision of the Services. The Term of the Agreement is to be determined as part of the evaluation process (min. 2 years).

1.3 Compliance with Applicable Laws

A condition of the Agreement is the requirement that the successful Proponent comply with all applicable laws of Ontario and Canada, including the Occupational Health and Safety Act (Ontario), the Ontario Human Rights Code, the Pay Equity Act (Ontario) and the privacy statutes applicable in the province of Ontario.

2.0 BACKGROUND

In 1986 the Town of Collingwood Building Department was given a grant from the Ontario government (Buildings Branch) to implement a computer tracking system for building permits and planning files. Glen Seiggel of Markham Software designed the Property Management System (PMS). It was a DOS based FoxPro application. By 2000, support was no longer available for PMS and MPAC information was unable to be updated.

The Town of Collingwood then contracted with a local company Running Tide Inc. to update the system. Running Tide developed a Windows based property management system in Visual Basic, using a SQL Server Database. The Property and Management system (POPA) allowed updates by CD-OASYS for MPAC information. This system continues to be in use however any support or upgrades to the application are not available from the vendor.

As of 2007 CD-OASYS is no longer available from MPAC and downloads must be made directly from their website. The lack of access to the application source code renders the updating of the application, as well as the support of the application next to impossible.

3.0 PURPOSE AND OBJECTIVES

The Town wishes to replace a legacy permitting and file tracing software application with an updated system that provides more functionality and integration with our existing systems. The software will be utilized by the Building Services, Planning Services and By-Law departments. The Town will require the software to be fully compatible with MPAC’s municipal connect file download format as well as the latest Microsoft Office software (2003, 2007), SQL Server 2000, and our current ESRI GIS datasets.

4.0 COMPANY INFORMATION

Responses to this RFP shall address the following:

- a. A description of the company's background and history, including the scope of services the company currently provides.
- b. The name, position and professional designation of the person assigned as the primary contact with Town staff.
- c. Proof of a minimum of \$5,000,000.00 Comprehensive, General Liability and Automobile Insurance.
- d. The resumes of all key staff that will be providing services to the Town.
- e. A minimum of three (3) references, at least two (2) of which must be from the Public Sector, and a minimum of one (1) peer reference.

5.0 SERVICES

Supply and install a software package that meets the following criteria:

- New system must be able to integrate all information and files on current software system
- Must be able to download updates from MPAC website
- Maintain all building, heritage, sign and septic system permits complete with inspections and orders.
- Provide inspection requests and reports.
- Create monthly and annual reports (ie. StatsCan).
- Maintain all Planning applications & files.
- Link GIS mapping to property files.

6.0 TECHNICAL PROPOSAL EVALUATION AND SELECTION

The evaluation of proposals will be conducted by the Town based on a complete presentation of the system's merits. Specific attention will be given to the completeness of detail, experience of the team presenting the proposal and the factors listed below:

Item	Criteria	Assigned Weight (A)	Unit Points Awarded (B)	Total (A * B)	Comments
1	Services Provided	30			
2	Experience	20			

3	Project Team	10			
4	Price	30			
5	References	10			
	Total	100			

	<u>Points</u>
POOR	1 – 3
FAIR	4 – 6
GOOD	7 - 8
EXCELLENT	9 – 10

The assigned weight of each criterion is multiplied by the appropriate degree of satisfaction to yield the total points. Summation of the total points for each criterion yields a total score, which represents the overall degree of satisfaction with each proposal.

Selection of a proposal(s) will be based on all the above criteria (but not solely limited to the above) and any other relevant information provided by the Company(s). The Town reserve the right to prioritize and weigh the importance of each criterion confidentially.

7.0 GENERAL

The Company shall be required to assume responsibility for all services offered in their proposal regardless of whether or not the Company performs them in-house. The Company shall be totally responsible for adherence by sub-contractors to all provisions of the contract. The Company shall be the sole point of contact for contractual matters, including payment of any or all charges resulting from the contract.

The Company shall provide five (5) written copies of the Proposal.

All companies will be informed of the results of this Request for Proposals.

All proposals submitted in response to this Request for Proposals shall become the property of the Town of Collingwood.

The proposal must be signed by the person(s) authorized to sign on behalf of the company and to bind the company to statements made in response to this Request for Proposal.

By submission of a clear and detailed written notice, the Company may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the company agrees that should its proposal be deemed successful the Company would enter into a Contract with the Town of Collingwood.

The Company will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Town of Collingwood for purposes of clarification.

In the event the Company desires to take exception to any of the terms or conditions or items set forth in this Request for Proposals, said exceptions must be clearly identified in the response to the Request for Proposal. Exceptions or deviations must not be added to Proposal pages, but must be a separate document accompanying the Company's Proposal.

While the Town of Collingwood has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for companies. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Companies from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

8.0 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract documents shall consist of:

- a. the agreement (if any)
- b. the purchase order, or acceptance letter
- c. the Request for Proposal document, and
- d. the Respondent's Proposal and any subsequent changes.

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Change notices, appendices and addenda to any contract document shall be considered part of such documents.

If a written Contract cannot be negotiated within 30 (thirty) days of notification of the successful Company, the Town may, at its sole discretion at any time thereafter, terminated negotiation with that Company and either negotiate a Contract with the next qualified Company or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Companies.

9.0 TERMS AND CONDITIONS

The following terms and conditions shall apply to this Request for Proposal:

- a. The Town reserves the right to accept or reject any or all of the proposals submitted in response to this Request for Proposal. The Town reserves the right to award the work to other than the lowest cost proposal. The lowest cost, or any or all proposals, will not necessarily be accepted.

- b. All companies identified as finalists shall make themselves available to attend an interview, if required.
- c. Any potential conflict of interest shall be identified and described in detail. If a conflict of interest does exist, the Town may at its discretion, withhold the assignment from the company until the matter is resolved to the satisfaction of the Town.
- d. Any contract with the Town resulting from an official order based on this Proposal is entered into on the part of the Town in full faith that no member of the Town Council or Officer of the Town has any interest whatsoever herein.
- e. The company shall be expected to enter into an agreement with the Town. The length of this contract is 2 (two) years with an optional 5 (five) year renewal. The optional renewal is at the sole discretion of the Town.
- f. The Town will not bear any cost involved in the preparation or submission of proposals received as a result of this Request for Proposal, site inspections, interviews, or any other services that may be requested as part of the evaluation.
- g. All information collected and documents generated by the RFP call, and any resulting contract shall become the property of the Town.
- h. Revised proposals will not be called if only minor changes are contemplated.

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

10.0 CONTACT PERSON

Questions related to this Request for Proposals should be directed to:

Ron Martin, Deputy Chief Building Official
Town of Collingwood
Phone: (705) 445-1030 ex. 3235
E-mail: rmartin@collingwood.ca

11.0 PROPOSAL DEADLINE

Proposals are to be submitted to the attention of the Clerk of the Town of Collingwood no later than **Friday, February 13, 2009 at 3:00 p.m.** at the following address:

Ms. Sara Almas, Clerk
Town of Collingwood
P.O. Box 157, 97 Hurontario St.
Collingwood, ON
L9Y 3Z5

Note: Only hard copies will be accepted.

Late proposals will not be accepted and will be returned unopened to the Company.

Bid Irrevocable

I understand that the terms of the Proposal will remain irrevocable within sixty days of the Proposal Submission Deadline.

Conflict of Interest

I hereby confirm that there is not now, nor was there in the past any actual or potential Conflict of Interest (the definition for which is set out in the definition provision of the RFP) relating to the preparation of our Proposal nor do I foresee any actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Proof of Insurance

By signing this Form of Offer, I acknowledge the Proponent’s willingness, if successful on this RFP, to provide insurance on the terms set out below, and our Proposal includes the cost of such insurance and their fee estimate:

The Proponent will maintain and pay for **Comprehensive General Liability Insurance**, which coverage shall include premises and all operations liability to be performed by the Proponent, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

In addition, the Proponent will carry **Professional Liability Insurance** in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

Execution of Agreement

I understand that in the event that our Proposal is selected by the Town, I agree to sign the Agreement presented to the Proponent by the Town.

Signature of Witness:

Signature of Proponent Representative:

Name of Witness:

Name and Title:

Date of Signature:

I have authority to bind the Proponent

