



Request for Proposal # RFP-1153-2021
for
Economic Development and Tourism strategy
and action plan 2022-2026

Issued: Friday, April 30th, 2021
Submission Deadline: 2:00:00 p.m. on Friday, May
28th, 2021 local time

Parts 1 to 4
Information for Bidders

Document 1 of 3
Electronic submission required

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Part 1 Invitation and Submission Instructions

1.1 Invitation to Proponents

This Request for proposals (the “RFP”) is an invitation by the Regional Municipality of Durham (“the Region”) to prospective proponents to submit proposals for Economic Development and Tourism strategy and action plan 2022-2026, as further described in Section D-1 of the RFP particulars (Appendix D) (the “Deliverables”).

The top priorities of this five-year strategy are envisioned to be: providing support for establishing the fundamental excellence in quality of place that will attract investment and enable economic growth; and promotion and support of new investments that result in high-quality job creation and high density employment land use.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Steven Finlay, C.P.P.B., Procurement Officer

All questions are to be submitted through the Submit a Question button within the Bidding System, not through email to the RFP Contact.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Region, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with the Region for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”).

1.4 RFP Timetable

Issue date of RFP	Friday, April 30 th , 2021
Deadline for questions	Tuesday, May 11 th , 2021
Deadline for issuing addenda	Tuesday, May 18 th , 2021
Submission Deadline	Friday, May 28 th , 2021
Anticipated execution date for agreement	July 2021

The RFP Timetable is tentative only, and may be changed by the Region at any time.

1.5 Pre-bid Meeting

Not applicable.

1.6 Submission of Proposals

1.6.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at the [Region of Durham's bidding website](http://durham.bidsandtenders.ca)
durham.bidsandtenders.ca

1.6.2 Proposals to be Submitted On Time

Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.6.3 Proposals to be Submitted Electronically

All proponents shall have a Bidding System vendor account and be registered as a Plan Taker for this opportunity, which will enable the proponent to download the solicitation document, to receive addenda email notifications, download addenda and submit their proposals electronically through the Bidding System.

Proponents are cautioned that the timing of their bid submission is based on when the proposal is received by the Bidding System, not when a proposal is submitted by a proponent, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the Region recommends that proponents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the Region's Bidding System web clock.

Proponents should contact the RFP Contact at least twenty-four (24) hours prior to deadline if they encounter any problems. The Bidding System will send a confirmation email to the proponent advising when the proposal was submitted successfully. If proponents do not receive a confirmation email, they should contact the RFP Contact immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a proponent has obtained this solicitation document from a third party, the onus is on the proponent to create a Bidding System Vendor Account and register at Region of Durham's bidding website (durham.bidsandtenders.ca) as a plan taker for this opportunity.

1.6.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the Bidding System by the Submission Deadline.

1.6.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the withdrawn proposal is withdrawn through the Bidding System by the Submission Deadline.

1.6.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 120 days running from the moment that the Submission Deadline passes.

1.6.7 Bid Bond

Not applicable.

[End of Part 1]

Part 2 Evaluation and Award

2.1 Stages of Evaluation

The Region will conduct the evaluation of proposals in the following three stages.

2.1.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission Requirements. Proposals that do not comply with all of the Mandatory Submission Requirements as of the Submission Deadline will, subject to the express and implied rights of the Region, be disqualified and not evaluated further. The Mandatory Submission Requirements are listed in Section D-3 of the RFP Particulars (Appendix D).

No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

2.1.2 Stage II – Evaluation

Stage II will consist of the following two sub-stages.

2.1.2.1 Mandatory Technical Requirements

Stage II will consist of a review of the proposals to determine if they also satisfy all of the Mandatory Technical Requirements listed in Section D-4 of the RFP Particulars (Appendix D). Failure to satisfy all of the Mandatory Technical Requirements, subject to the express and implied rights of the Region, will be cause for disqualification and the

bid will not be evaluated further. This provision is solely for the benefit of the Region and may be waived by the Region.

2.1.2.1 Rated criteria

The Region will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section D-6 of the RFP Particulars (Appendix D).

2.1.3 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Part 4, Electronic Form Instructions. The scoring of price will be undertaken after the review of mandatory requirements and evaluation of rated criteria have been completed.

2.2 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. In the event of a tie, the selected proponent will be selected by way of coin toss.

2.3 References

The Region will contact references of the top-ranked proponent to obtain a score related to the reference scoring as indicated in Section D-6 of the RFP Particulars (Appendix D). If the top-ranked proponent fails to achieve a passing score, the Region may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of the next top-ranked proponent.

Subject to the reserved rights of the Region, the top-ranked proponent passing the reference checks will be selected to enter into the agreement in accordance with the following section.

2.4 Notice to Proponent and Execution of Agreement

Notice of selection by the Region to the selected proponent shall be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the Final Conditions of Award listed in Section D-5 of the RFP Particulars (Appendix D), within ten (10) days of notice of selection. This provision is solely for the benefit of the Region and may be waived by the Region.

2.5 Failure to Enter into Agreement

In addition to all of the Region's other remedies, if a selected proponent fails to execute the Agreement or satisfy any applicable conditions within ten (10) days of notice of selection, the Region may, without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent.

[End of Part 2]

Part 3 Terms and Conditions of the RFP Process

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms in Appendices A and B, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the terms set out in Appendices A and B will prevail over any such changes or qualifications in the proposal.

3.1.2 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.3 Proposals in English

All proposals are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.5 References and Past Performance

In the evaluation process, the Region may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Region or other institutions.

3.1.6 Information in RFP Only an Estimate

The Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.7 Proponents to Bear their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8 Proposal to be Retained by the Region

The Region will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.9 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) or Chapter 19 of the Canada European Union: Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Region makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement will not be an exclusive contract for the provision of the described Deliverables. The Region may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP**3.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing through the Bidding System on or before the deadline for questions. All questions or comments submitted by proponents through the Bidding System shall be deemed to be received once the question has been entered into the Bidding System and email has been received by the proponent confirming that the question was saved in the Bidding System successfully. No such communications are to be directed to anyone outside of the Bidding System, and the Region shall not be responsible for any information provided by or obtained from any source other than the RFP Contact. The Region is under no obligation to provide additional information. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. The Region shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Region, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Region. Proponents must confirm their receipt of all addenda in their electronic Submission Form.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Region may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Region may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The response received by the Region shall, if accepted by the Region, form an integral part of the proponent's proposal.

3.3 Notification and Debriefing**3.3.1 Notification to Other Proponents**

Once the Agreement is executed between the Region and a proponent, the other proponents shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification.

The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities.

Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the Region's vendor dispute mechanism and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Region may disqualify a proponent for any conduct, situation or circumstances, determined by the Region, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the electronic Submission Form.

3.4.2 Disqualification for Prohibited Conduct

The Region may disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the Region determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the electronic Submission Form.

3.4.4 Proponent not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Region; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

The Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Region, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information**3.5.1 Confidential Information of the Region**

All information provided by or obtained from the Region in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Region and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Region; and
- (d) must be returned by the proponent to the Region immediately upon the request of the Region.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Region. The confidentiality of such information will be maintained by the Region, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by the Region to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Region

The Region reserves the right to

- (a) make public the names of any or all proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (d) assess a proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in

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addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process; and (iii) any act of bankruptcy; or receiver appointment on account of a bidder's insolvency or in respect of any of a bidder's property; or a general assignment for the benefit of a bidder's creditors;

- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) verify with any proponent or with a third party any information set out in a proposal;
- (g) check references other than those provided by any proponent;
- (h) disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (i) select a proponent other than the proponent whose proposal reflects the lowest cost to the Region;
- (j) cancel this RFP process at any stage;
- (k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (l) accept any proposal in whole or in part; or
- (m) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

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3.6.2 Limitation of Liability

By submitting a proposal, each proponent agrees that

- (a) neither the Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Region's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Region; and

are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

Part 4 Electronic Form Instructions

4.1 Instructions on how to complete Pricing Form(s)

Pricing must be submitted electronically in accordance with the Bidding System instructions.

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.

Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

4.2 Evaluation of Pricing

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

Lowest price ÷ proponent's price × weighting = proponent's pricing points

Pricing calculation will be based on the Pricing Form (Appendix C) Total.

4.3 Electronic Pricing Form(s) (Appendix C)

Appendix C, Electronic Pricing Form(s) are available for viewing by registered plan takers only on the Region's bidding website. To view the pricing pages and submit a bid for this opportunity, you will have to register for this bid opportunity (refer to Part 1, section 1.6 Submission of Bids, sub-section 1.6.3 Bids to be submitted Electronically). Once you have registered and become a plan taker for this bid opportunity, you can click on the "Start Submission" button and follow the steps to complete all the electronic forms necessary to complete your submission.

Part 4 – Electronic Form Instructions

Appendix C, Electronic Pricing Form, **enter the total lump sum Upset Limit**. The Upset Limit includes the consulting fees and reimbursable expenses, which are to be paid to the Consultant / Company for the Services to be performed by the Consultant / Company under Article 2 – Services of "Attachment 1 - Consulting and Professional Services Agreement", and as further detailed in **Appendix D**. The Upset Limit includes all incidental costs, disbursements and applicable duty and excise taxes, but excluding Harmonized Sales Tax (H.S.T.). Further, the consulting fees and reimbursable expenses shall not exceed the agreed Upset Limit unless prior written approval is received from the Region.

4.4 Electronic Form(s) (Appendix E)

The information submitted in the electronic form(s) listed below will be evaluated as per Appendix D, RFP Particulars, Section D-6. Proponents should carefully review the instructions below as well as the information contained in Section D-6 when completing the form(s).

Information to be completed under the "Response" column beside each Rated Criteria Category has a 32,500 character limit per cell. Responses must be entered in a text format.

The maximum size limit for an uploaded document is 500 MB per file per upload.

Appendix E – Breakdown of Resources and Rates

The bidder shall use this form to list the team member(s) "Resources" responsible for the deliverables outlined in Appendix D at the hourly rate "Rates" that will be detailed on the invoices and progress memo, as further described in **Appendix B - Payment Process**, and **Appendix D - Payment**.

[End of Part 4]