



REQUEST FOR PROPOSAL 11/2018

THE NORTH SHORE PROJECT LIQUID NATURAL GAS (LNG) PROJECT COORDINATION SERVICES

For the Municipalities of:

Manitouwadge

Marathon

Schreiber

Terrace Bay

Wawa

Proposal Closing Date and Time:

Friday, December 14, 2018

At 4:00 p.m., Eastern Standard Time

Proposals are to be Puolated to:

Mr. Daryl Skworchinski, Chief Administrative Officer

Town of Marathon

4 Hemlo Drive

Marathon, Ontario

P0T 2E0

INTRODUCTION TO THE MUNICIPALITIES

Located on the North Shore of Lake Superior, the five municipalities of Manitouwadge, Marathon, Schreiber, Terrace Bay and Wawa (the Municipalities) share a long and exciting history in the development of Canada's natural resource economies of mining, forestry and tourism. Located at the top of the Canadian Shield and deep within the Boreal forest, the rugged and majestic terrain of Lake Superior has created a rich and deep cultural heritage for the approximate 15,000 people who continue to call the North Shore their home.

Manitouwadge

Located halfway between Sault Ste. Marie, ON and Thunder Bay, ON, Manitouwadge (*Manidoowaazh* in Ojibway, meaning "Cave of the Great Spirit") was originally part of the range of the nomadic Ojibway people and two legends weave a story of **Manitou**, the mighty spiritual father and the discovery of the **Wadge**, of his great spirit. Rich in natural resources, Manitouwadge has been home to early prospectors eager to stake mineral claims across the Northwest and those in search of its riches. The Town itself was founded by Noranda (now part of Glencore) in the early 1950s to support the company's Geco copper mine. While mining has always been at the forefront of Manitouwadge's economic activity, forestry also plays a significant part in the Town's economy. Canoe routes abound from a leisurely day paddle to a week-long adventure that will ensure you will see abundant wildlife, lush forests and the rugged terrain that drew so many people to the area before us.

Marathon

The Town of Marathon was born as a railroad community named Peninsula, due to our location on a peninsula on Lake Superior. Constructing the railroad, between 1881 and 1883, over the region's terrain was a great engineering feat. At the time of the construction, some 12,000 men and 5,000 horses worked out of the Town. It wasn't until a pulp mill was constructed in town in 1946, that the Town's name was changed to Marathon, in honor of the company, Marathon Corporation, who owned and operated the mill. In the early 1980s, gold was discovered at Hemlo, an uninhabited area adjacent to the Trans Canada highway some 40 km east of Marathon and 50 km south of Manitouwadge. By the late 1980s, three mines were running at Hemlo, one of which continues to operate today, the Williams mine.

Schreiber

Strategically located in the centre of Canada, Schreiber is a full-service community that provides easy access to major transportation routes such as the Canadian Pacific Railway and the Trans-Canada Highway. We are also a multicultural community that is nestled among some of the world's most amazing scenery. The area as a whole is renowned for its rocky cliffs, forest trails and quiet beaches – the ideal place for outdoor living and adventure. Our Town boasts some of the best fishing in both summer and winter, the greatest snowmobiling; breathtaking views and incredible nature.

Terrace Bay

Terrace Bay originated in the 1940s when a pulp and paper mill was established here by the Longlac Pulp & Paper Company, later renamed Kimberly-Clark Forest Products. The pulp mill continues to operate today under the ownership of the Aditya Birla Group and is better known in the region as AV Terrace Bay. Also in the 1940s, the Aguasabon Generating Station was created by the Ontario Hydro water division, to redirect the northward flowing, Long Lake, south through the Aguasabon River system to Lake Superior. Terrace Bay boasts a multitude of sandy beaches on the shores of Lake Superior as well as smaller inland lakes. Accessible by vehicle, and hiking trails, the Lake Superior beaches boast waves in late summer that bring a variety of water sport lovers to the Town, including surfers and body boarders. The inland lakes provide warm sheltered swimming for the many hikers and campers who come to the area.

Wawa

Wawa lies between the north shore of Lake Superior, the world's largest freshwater lake, and the sparkling, spring-fed Wawa Lake. The Town's name is derived from the Ojibway word for "wild goose", which is depicted by the famous Wawa goose statue that sits at the entrance to the Town. This unique community includes both francophone and aboriginal populations. Wawa is strategically located in the centre of Northern Ontario's major forestry and mining industries. The Town is on the Trans-Canada Highway and products can be easily transported by truck, rail, air or low-cost shipping through Wawa's natural deep-sea port on Lake Superior.

To learn more about the Municipalities, please visit the links below:

www.manitouwadge.ca

www.marathon.ca

www.schreiber.ca

www.terracebay.ca

www.wawa.cc

INFORMATION TO BIDDERS

Definitions

Proponent(s)/Bidder(s)/Contractor(s): means all persons, partnerships or corporations who respond to this RFP and includes their heirs, successors, and permitted assigns.

The Municipalities/Owner: means the five municipalities of Manitowadge, Marathon, Schreiber, Terrace Bay and Wawa.

Contract: means the Agreement to be entered into between the Successful Proponent and the Municipalities with respect to the supply of the Goods and Services. It shall be based upon this RFP, with any agreed upon amendments, and shall include any plans and specifications and will be held to cover the supply of any and all work, labour, implements and materials that could be reasonably required to properly and satisfactorily supply the Goods or Services.

Contract Administrator: means the person, partnership, or Corporation designated by the Owner to be the Owner's representative for the purposes of this contract.

Request for Proposal: means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the Municipalities, including any addenda or amendments made to it after initial issue.

May: used in this document denotes permissive.

Must/Shall/Will: used in this document denotes imperative.

Successful Bidder/Proponent/Contractor: means the Bidder/Proponent/Contractor whose submitted proposal is accepted and who has agreed to supply the Goods and/or Services as outlined herein.

Submission

Proponent to submit, by Purolator, to the address shown on the cover page:

- One (1) original signed by an authorized representative, prominently marked "Original";
- **Five (5) hard copies**, identical to the original, each identified as "Copy";
- One (1) electronic copy in PDF format on CD-ROM, memory stick or flash drive, also identical to the original and the hard copies.

All submissions are to be clearly marked as to contents with the return label affixed to the outside of the package when provided.

The MANDATORY SUBMITTAL FORM and the SCHEDULE OF PRICING FORM are required to be completed and included in with the Submitted Proposal and may not be altered, other than inserting the required information.

Submissions in English

All submissions are to be in English. Any submission received by the Municipalities that is not entirely in the English language may be disqualified.

Submission Format

Hard copy submissions are to be:

- Printed double sided;
- Where possible, stapled;
- Where too large for stapling, submitted in coil bindings, comb bindings, heat bound or clamped. Binders are not to be used.

Closing Date and Time

Consideration will be given to Proposals received in the office of the Chief Administrative Officer of the Town of Marathon not later than the date and time shown on the cover page.

The Town of Marathon's time clock, located in the main lobby of the Town of Marathon Municipal Office, will be used to determine the date and time received.

The lowest cost proposal will not necessarily be accepted, and the Municipalities reserve the right to reject any and all proposals and/or re-issue the RFP in its original or revised form.

Facsimile, email, or telephone proposals will not be accepted.

Late Submissions

Submissions received after the deadline will not be considered. The Municipalities will assume no responsibility for submissions that do not arrive at the Town of Marathon Municipal Office by the specified closing date and time, regardless of the weather and winter road conditions. Late submissions will be returned, unopened, to the proponent.

Grounds for Disqualifications of Submission

The Municipalities will disqualify or deem submissions non-compliant for the following reasons, unless otherwise noted in this document:

- Failure to submit documents in accordance with the closing date and time on the cover page or any subsequent addenda;
- Failure to complete, sign and return submittal form provided;
- Failure to comply with any of the mandatory requirements;
- Unauthorized changes to the forms that are required to be completed and included in the Submitted Proposal.

Litigation

No bid shall be accepted from any Proponent, its principals, directors or any officer of that firm, or another related person (as determined by the Municipalities), with whom any one of the Municipalities is engaged in unresolved litigation.

Attachments

- Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations;
- Certificate of Insurance;

- Reference Form;
- Workplace Harassment & Discrimination Prevention Policy

Questions/Inquiries

All communications concerning the Request for Proposal are to be directed through the Chief Administrative Officer for the Town of Marathon, by email to, cao@marathon.ca

The deadline for questions/inquiries is Monday, December 10, 2018 at 12:00 noon, EST.

Acknowledgement of Addenda

Any and all changes will be issued by the CAO for the Town of Marathon, in the form of a written addendum. If Addenda are issued, their receipt is to be acknowledged by the Proponent in the appropriate section of the Request for Proposal document. The Municipalities will assume no responsibility for oral instructions or suggestions.

The Municipalities will post any changes on each of the Municipalities websites, and provide changes to any proponent sent the RFP by invitational bid, and to any proponent who has emailed the CAO of the Town of Marathon to acknowledge they are interested in submitting a proposal.

The Municipalities will assume no responsibility for any addendum not received.

All proponents are to indicate, on the Mandatory Submittal Form, the number of addenda received.

Review of Requirements

All proponents should carefully review this solicitation for defects or questionable matter. Comments or the need for clarification must be directed by email to the CAO of the Town of Marathon. Protests based on any omission or error or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the CAO of the Town of Marathon as per the terms set out in this Request.

Sustainable Environmental Social Initiatives

The Municipalities are committed to a procurement process for Goods and Services that takes into account sustainable, environmental and ethical considerations. Potential partners of the Municipalities must respect fundamental human rights and treat their workers fairly and with respect. They are also expected to strive continually towards minimizing the environmental impact of their operations.

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, acquisitions of goods and services will ensure that wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

Freedom of Information

All proposals submitted to the Municipalities become the property of the Municipalities, and as such, are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This will confirm that the Municipalities will not use/disclose the information provided, without proper authorization, and will keep the information in a physically secure location to which access is given only to staff requiring access.

References

The submission of a proposal authorizes the Municipalities to contact all references provided. Failure to provide references and details of experience may result in this proposal not being considered. Municipal staff, municipal departments, or elected officials are not to be used as references.

The Proponent's response must include a minimum of four (4) references, including at least two (2) who can attest to the integrity and professionalism of the Proponent, and at least two (2) who are knowledgeable about the Proponent's professional roles and experience. Each reference should include the identity of the client organization, a contact name, address and phone number, and a brief description of the work that the Proponent has done, either as a Project Coordinator, or in a similar or complementary role that is reflective of the qualifications listed.

The Municipalities will not accept as references from Proponent's any municipal staff from the participating communities of Manitowadge, Marathon, Schreiber, Terrace Bay or Wawa from to avoid any real or perceived conflicts of interest. Where work has been completed for any of the Municipalities by the Proponent previously, the Municipality shall be an additional reference.

Proponent Debriefings

As a courtesy, Proponent debriefings will be offered for procurements valued at \$60,000 or higher and must be requested within 60 calendar days following the date of the contract award.

Personal Information

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, the Proponent, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible shall hold confidential any information or document obtained as part of any work undertaken under any contract issued under this RFP and shall not disclose or release any such information or document to any person at any time during or following the term of this contract, except where required by law, without first obtaining the written consent of the Municipalities. The proponent shall fully comply with any requirements regarding the protections of Personal Information and Confidentiality.

Indemnity

The successful proponent shall indemnify and hold the Municipalities harmless from and against 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 Proponent, it's agents, officers, employees or other persons for whom the Proponent is legally responsible.

Non-Disclosure Agreement

The successful Proponent shall complete and submit to the Municipalities a Non-Disclosure Agreement (NDA) in a form satisfactory to the Municipalities.

Except as the Municipalities may otherwise consent in writing, the Proponent shall not use and shall not directly or indirectly publish or otherwise disclose at any time (except as the Proponent's duties for the Municipalities may require) either during or subsequent to the Proponent's work, any of the Municipalities appendices, attachments or other written materials (whether or not conceived, originated, discovered, or developed in whole or in part by the Proponent).

Ownership of Materials, Reports, Designs, Specifications & Training Materials

Any work completed under any contract awarded pursuant to this RFP, whether on-site or remotely during the course of the contract, including training materials, reports, designs, custom applications, specifications or otherwise, shall become the exclusive property of the Municipalities.

Rights Reserved by the Municipalities

Proposals will be evaluated from firms or individuals that can demonstrate they have the necessary staffing, facilities, experience, ability and financial resources to perform the work in a satisfactory manner. Proven track record must be demonstrated.

Submission of a proposal indicates acceptance by the Firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal and in any contract between the Municipalities and the firms(s) selected.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Municipalities shall not be liable for any expenses, costs, losses, or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the Municipalities exercising any of its express or implied rights under this RFP.

The Municipalities reserve the right to:

- Make public the names of any or all proponents;
- Inspect the Proponents facility and to perform such investigations as may be deemed necessary to ensure that competent personnel and management and suitable equipment/material will be used in the performance of this contract;
- Without prejudice, reject any or all proposals and to determine, in its own best judgment, the firm best qualified to undertake this contract;
- Waive formalities and accept proposals which substantially comply with the requirements of this RFP;
- Accept any proposal in whole or in part;
- Award the resulting contract in whole or in part, without recourse or penalty, that which is deemed most advantageous to the Municipalities;

- Unless it otherwise states, to award by item, or part thereof, groups of items, or all items of the proposal, and to award contracts to one or more proponents submitting identical submissions as to price; to reject any and all submissions in whole or in part; to waive technical defects, irregularities and omissions and to negotiate minor changes, if in so doing, the best interest of the Municipalities will be served;
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- Select any proponent other than the proponent whose proposal reflects the lowest cost to the Municipalities or the highest score;
- Negotiate minor changes with the proponent that presents the most attractive proposal;
- 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;
- Verify with any proponent or with a third party any information set out in a proposal;
- Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- Disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- Terminate the contract without notice if due to non-performance and unsatisfactory services and unsatisfactory product performance;
- Call in alternate services if the proponent/contractor is unable to provide the service when it is requested;
- Cancel the project without cause and without incurring any liability whatsoever if deemed in the best interest of the Municipalities to do so;
- Cancel this RFP process at any stage and, if required, issue a new RFP for the same or similar deliverables;
- In its discretion, take any one or more of the following steps, at any time and from time to time, in connections with the review and evaluation, including ranking, of any aspect of a proposal;
 - Independently consider, investigate, research, analyse, request or verify any information of documentation whether or not contained in any Proposal;
 - Conduct reference checks relevant to the Project with any or all of the references cited in a Proposal, or with any other person not listed in a Proposal, to verify any and all information regarding a Proponent, including its directors, officers, and Key Individuals;
 - Conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;
 - By submitting its proposal, the proponent authorizes the collection of information by the Municipalities.
- Assess a proponent's proposal on the basis of:
 - A financial analysis determining the actual cost of the proposal when considering factors including transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - Information provided by references;
 - The proponent's past performance on previous contracts awarded by the Municipalities;

- The information provided by a proponent pursuant to the Municipalities exercising its clarification rights under this RFP process, or;
- Other relevant information that arises during this RFP process.

The Municipalities are not responsible for any costs incurred by the proponents in the preparation of their response to the proposal call or attendance at any selection interviews. The Municipalities will not accept responsibility for any delays or costs with any reviews or approval process.

Prices must be firm for the duration of the contract.

This is an invitation for proposals and not a tender call.

The basis of award is subject to budget availability by approval of the Municipalities. The Municipalities shall have the final authority on all matters regarding this Request for Proposal.

Accessibility for Ontarians with Disabilities

The Proponent shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the Regulations there under with regard to the provision of its goods, services or facilities to persons with disabilities. The Proponent acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, the Municipalities must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

Prior to the commencement of any work, the successful Proponent shall furnish evidence of compliance with the most current Integrated Accessibility Standards Regulation specifically the section(s) pertaining to Training of Staff (the Municipalities may, at their discretion, provide training).

Agents or Consultants acting on behalf of the Municipalities will incorporate accessibility criteria and features when developing specifications and/or procuring goods and services, except where it is not practical to do so. If it is not practicable to incorporate accessibility criteria and features when procuring goods or services, an explanation shall be provided.

Insurance (from successful proponent only)

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

Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) dollars and shall include the Municipalities as an additional insured with respect to the Municipalities 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.

Automobile liability insurance is required for an amount not less than Five Million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

Professional Liability (Consultant): The successful proponent shall carry insurance covering the work and services described in this agreement. Such policy shall provide coverage for an amount not less than

Two million (\$2,000,000) dollars. The Municipalities will not accept an agreement which limits the liability of the proponent to the amount of its liability coverage.

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

The successful proponent shall not commence work until such time as evidence of insurance has been filed with, and approved by, the Municipalities. The successful Firm shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

Workplace Safety and Insurance Act (from successful Proponent only)

Upon award, the successful Proponent shall submit a copy of a valid and current "Clearance Certificate" from the WSIB. This information is available to the Proponent on-line at www.wsib.on.ca

Any proponent deemed to be WSIB exempt, not required by law, an independent operator or ineligible for a clearance certificate must provide an equivalent employer's professional liability insurance policy that includes coverage not limited to loss of earnings, benefits and health care coverage. It is also the responsibility of the proponent to ensure that coverage does not lapse for the entire duration of the contract. Upon expiry of a clearance certificate a valid certificate should be forwarded to the Municipalities.

Certificates Required (from successful Proponent only)

Prior to the commencement of any work under this contract, the successful Proponent will file with the Municipalities a Certificate of Insurance on the Municipalities form and a WSIB Clearance Certificate. No purchase order will be issued until all insurance and WSIB requirements have been satisfied.

No Guarantee of Volume of Work or Exclusivity of Contract

The Municipalities make no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement executed with the successful proponent will not be an exclusive contract for the provision of the described goods and/or services. The Municipalities may contract with others for the same or similar goods and/or services to those described in this RFP or may obtain these internally.

Confidentiality

- Except as may be necessary in the performance of any contract awarded pursuant to this RFP, the Proponent shall not at any time or in any manner make or cause to be made any copies, pictures, duplicates, facsimiles or other reproduction or recordings of any type, or any abstracts or summaries of any reports, studies, memoranda, correspondence, manuals, records, plans or other written, printed or otherwise recorded material of the Municipalities, or which relate in any manner to the present or prospective business of the Municipalities. The Proponent shall have no interest in any of this material and agrees to surrender any of this material which may be in its possession to the Municipalities immediately upon the termination of this contract or at any time prior to the termination upon the request of the Municipalities.

- The Proponent shall not at any time (except under legal process) divulge any matters relating to the business of the Municipalities or any customers or agents of the Municipalities which may become known to it by reason of any contract awarded pursuant to this RFP and shall be true to the Municipalities in all dealings and transactions relating to the contract.
- The Proponent shall not, at any time (whether during the continuance of this contract or after its termination), use for its own benefit or purposes, or for the benefit or purposes of any other person, firm, corporation, association or other business entity, any trade secrets, business development programs, or plans belonging to or relating to the affairs of the Municipalities, including knowledge relating to customers, clients, or employees of the Municipalities.

Changes in Law

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws within the Province of Ontario. In the event of a change in applicable laws that result in a material impact on the performance of any act required by the Agreement, the Parties shall renegotiate the provisions of this contract to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions, either Party may submit the dispute to arbitration in accordance with the provision of the *Arbitration Act* S.O. 1991, C. 17.

Conflict of Interest

In addition to complying with any rules that may be established by a Proponent's governing body, if any, the Proponent shall declare any actual or potential conflict of interest that exists now or that may exist in the future with respect to the Proponent's participation in this RFP process and, if they were to be selected, a proposed plan for how the performance of the Proponent's responsibilities providing Project Coordination services will be managed given the conflict of interest.

The Municipalities reserve the right to determine whether any situation constitutes an actual or potential conflict of interest and may, at its sole discretion, disqualify any Proponent on such basis.

No elected official, appointed officer or employee of the Municipalities shall have any pecuniary or controlling interest, either direct or indirect, in any competitive bid or contract for the supply of goods or services to the Municipalities, unless such pecuniary interest is disclosed by the contractor, Proponent, or person submitting a proposal, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act. Failure to disclose any conflict of interest shall result in the Submitted Proposal being rejected.

EVALUATION

An Evaluation Committee will review and evaluate each proposal based on the criteria and scoring listed below:

	CRITERIA	MAX. SCORE
1.	Proponent's experience and qualifications	40
2.	Proposed work plan as detailed herein	30
3.	Demonstrated Environmental and Social Stewardship: environmental friendliness of the product or service and/or unique environmental or social initiative(s) the Proponent has undertaken. This may include use of teleconference or web/video conference in the place of some face-to-face meetings.	5
4.	Value-Added Services: Proponent may include in their submission any value-added benefits for the Municipalities	10
	Sub-Total	85
	For a proposal to proceed any further in the evaluation process, it must have achieved a minimum of 70% of the sub-total points available without cost being a consideration. Example: $85 \times 70\% = 59.5$ At 59.5 points, the evaluation will continue At 59 points, the proposal would not be evaluated any further	
5.	Cost to the Municipalities (to be provided in a separate, sealed envelope, only to be opened if the Proponent's proposal scores higher than 59.5)	25
	Sub-Total	110
6.	Interview/Presentation to Evaluation Committee, if required	15
	Total Available Points	125

In addition to the submitted proposals being reviewed and evaluated in accordance with the criteria listed, proponents may be requested to provide clarification.

Deviations from the requirements outlined within the RFP will be noted and assessed.

The contract will be awarded per the evaluation criteria listed, and not necessarily to the lowest bidder, whose bid complies with all the provisions and specifications.

Based upon the initial evaluation results, a presentation/interview may be required by any or all of the top three (3) highest scoring proponents prior to award; in which case, the presentation would form part of the final evaluation. All such presentations will be at the Proponent's expense. Any additional information may in no way materially alter or add to the submission originally proposed.

Should the Evaluation Committee determine that a presentation/interview is required, the short-listed proponent(s) will be contacted to arrange the date, time and location for their presentation. Failure to provide a presentation on the scheduled date may be cause for disqualification. It is not mandatory that presentations be done in person; video conferencing for a presentation is also acceptable.

The presentation is to be done by the actual Proposing Commissioner, not by any other person(s) in the firm.

The Evaluation Committee reserves the right to be the sole judge of the acceptability of any proposal, and also any alternative proposed, and recommend to the Municipalities the Proponent which, in its opinion, most closely meets the operating requirements of the Municipalities.

The decision of the Evaluation Committee and the Municipalities shall be final and without recourse.

For purposes of proposal evaluation, the total cost of the base price is specified in the proposal, excluding options, will be considered, although optional items may be added or deleted as deemed necessary by the Municipalities. The proponent who will be recommended to the Municipalities to be appointed Project Coordinator will be agreed upon by the Evaluation Committee.

PROPOSAL SUBMISSION REQUIREMENTS

The five municipalities of Manitowadge, Marathon, Schreiber, Terrace Bay and Wawa (the Municipalities), invite proposals from qualified persons or firms for the services of **Project Coordination**.

Submissions should include, but not necessarily be limited to, the following:

1. The Mandatory Submittal Form **MUST** be signed and included;
2. Total cost to the Municipalities, taxes extra, in a separate sealed envelope;
3. A brief description of Proponent, its clients, history, projects and staff;
4. A company description including credentials, address, contact information, history, clients, staff;
5. A summary of Proponent's understanding of this Request for Proposal;
6. An outline of the services to be provided;
7. Addressing all aspects in regard to the Scope of Work/Terms of Reference;
8. A minimum of four (4) references, as detailed on page 7;
9. The name, title and curriculum vitae and contact information of the proposed lead for the Project Coordination;
10. The name, title and curriculum vitae and contact information for any staff to which work may be delegated, if applicable;
11. A declaration of all actual and potential conflicts of interest that exist now or may exist in the future, together with the proposed plan for managing and dealing with conflicts of interest;
12. Environmental and social initiatives the Proponent has undertaken;
13. Value added/innovative techniques;
14. Any other supporting information the Proponent chooses to include with submitted proposal.

In order for the Municipalities to evaluate Submitted Proposals fairly and completely, Proposals should follow the format set out herein and provide all of the information requested. Failure to complete and include information as required may result in submitted proposal not being considered.

Term of the Contract

The term of this contract shall be for **fourteen (14) months** from the date of commencement of the contract. Commencement is anticipated for **January 2019**.

Pricing is to be firm for the full fourteen-month contract.

SCOPE OF WORK – General Requirements

1. The detail and clarity of the written response will be considered indicative of the individual’s expertise and competence.
2. All information provided in response to this RFP must contain sufficient details to support the capacity to deliver the services described therein. Incomplete RFP submissions will not be considered.

Purpose

The North Shore Project is a project to design, construct, own, and operate local gas delivery systems in each of the municipalities of Manitowadge, Marathon, Schreiber, Terrace Bay and Wawa (collectively the Municipalities), including the distribution mains, service pipes and meters as well as on-system Liquid Natural Gas (LNG) storage tanks and associated vaporization systems. The natural gas supply will be transported as LNG by truck from Nipigon, ON to the Municipalities and the LNG will be converted back to natural gas for distribution to homes, industries and businesses in the service areas.

Project Coordination Services to be Provided

The role of the Project Coordinator will be to:
All bullets are to be addressed in full detail.

Area of Expertise	Key Deliverables
Administrative	<ul style="list-style-type: none"> • Plan and coordinate weekly meetings of the Municipalities; prepare agendas and meeting packages; take detailed minutes of the meetings and prepare formal minutes for approval by the members;
	<ul style="list-style-type: none"> • Work collaboratively and effectively with Northeast Midstream LP (Northeast), the Project Developer;
	<ul style="list-style-type: none"> • Explore options and make recommendations with regard to establishing a Local Distribution Company (LDC) and formalizing the legal structure of the Municipalities to develop, build and operate the community-based natural gas delivery system;
	<ul style="list-style-type: none"> • Oversee the establishment of the Local Distribution Company, including the election of the Board of Directors, create guidelines to establish governance standards, operating standards, mission, vision, goals and objectives;
Public Relations, Communications	<ul style="list-style-type: none"> • In cooperation with the Project Developer, explore opportunities with neighbouring First Nation and non-First Nation communities to become partners in the project;
	<ul style="list-style-type: none"> • In cooperation with the Project Developer, participate in the coordination of extensive public consultation within the participating communities, area First Nations and non-First Nations to build support for, and explore further opportunities with our neighbours;
	<ul style="list-style-type: none"> • Government Relations role with all levels of government;
	<ul style="list-style-type: none"> • Communication with external stakeholders at various milestones in the development of the project will be integral and as such the development of a website; social media and traditional media will be integral;

	<ul style="list-style-type: none"> • Communication with internal stakeholders is critical and ensuring the effective and efficient delivery of information to all parties.
Business Development	<ul style="list-style-type: none"> • In cooperation with the Project Developer, participate in the development of financial and operational plans for the short, medium and long-term development of the LDC;
	<ul style="list-style-type: none"> • In cooperation with the Project Developer, assist in the identification of current and future markets for natural gas distribution;
	<ul style="list-style-type: none"> • Review and update 10-year load forecast information;
	<ul style="list-style-type: none"> • Review and update Customer Benefit Schedule;
	<ul style="list-style-type: none"> • Review and update market survey;
	<ul style="list-style-type: none"> • Review and update rate schedule;
	<ul style="list-style-type: none"> • In coordination with the Project Developer, establish coordinated procurement schedules;
Technical	<ul style="list-style-type: none"> • Prepare various RFPs to be undertaken in each of the partner communities for the following: <ul style="list-style-type: none"> ○ Survey and Geotechnical Analysis; ○ Value Engineering; ○ Equipment Selection; ○ Civil, Mechanical, Electrical & Safety Specs. ○ General Assembly, Process Flow Diagrams, Piping & Instrumentation Diagrams.
	<ul style="list-style-type: none"> • In coordination with the Project Developer, establish construction & commissioning cost estimates;
	<ul style="list-style-type: none"> • In coordination with the Project Developer, create construction & commissioning plans;
	<ul style="list-style-type: none"> • In coordination with the Project Developer, establish operating & maintenance cost estimates;
	<ul style="list-style-type: none"> • In coordination with the Project Developer, develop an Operating & Maintenance Plan;
	<ul style="list-style-type: none"> • In cooperation with the Project Developer, assist in filing various applications for Ministry approvals;
	<ul style="list-style-type: none"> • In coordination with the Project Developer, development of project plan and collaboration site;
Other	<ul style="list-style-type: none"> • Other various tasks as assigned by the LDC Board and/or the Municipalities

Proponent Qualifications

The qualifications that a firm should possess in providing services for Project Coordination should include:

All bullets are to be addressed in full detail.

- General knowledge and appreciation of municipal governments;
- Excellent communication skills;
- Demonstrated experience in Project Management both technical and administrative in nature;
- Excellent public relations skills, experienced in community engagement and professional communications are integral to this project;
- Knowledge and familiarity with Northern Ontario, specifically the geography, communities (both First Nation and non-First Nation), and an appreciation for the people and region is an asset;
- Demonstrated knowledge of business strategy support in the development of a Municipal Corporation;
- Knowledge of municipal planning concepts for light industrial applications;
- Knowledge of government approval processes including the Ontario Energy Board and Environmental Approvals process;
- Knowledge of government programs and agencies to support the development of the project;
- No financial interest in the work undertaken by the Municipalities or other involvement in political campaigning/endorsement, or related conflicts of interest;
- An ability to provide services on time utilizing a full time, overtime, part time and flexible schedule, as required;
- At least 10 years of senior-level management experience in a related field;
- Qualified Proponents are those that have relevant education, training and experience in conducting similar services and satisfy all the qualifications stated in this RFP. Relevant experience with other municipalities or other government agencies would be an asset;

Schedule of Pricing

Each proponent must complete the Schedule of Pricing and include this information in a separate, sealed envelope, according to the instructions contained in the form as well as those instructions set out below:

- a) Hourly rates quoted by the Proponent shall be all-inclusive and shall include all labour and materials, delivery, insurance costs and all other overhead, including but not limited to, any fees or other charges required by law;
- b) Rates quoted shall not include any expenses of a personal nature. The Municipalities will not reimburse the Proponent for such expenses. Such expenses include but are not limited to expenses for:
 - Recreational purposes (e.g. video rentals, mini-bars, etc);
 - Personal items;
 - Traffic and parking violations;
 - Social events or alcoholic drinks.

- c) All expenses must be work-related, be modest and appropriate and strike a balance among economy, health & safety, and efficiency of operations;
- d) Receipts: should any travel expenses be reimbursable by the Municipalities, the original receipts (not photocopies) must be submitted with all claims unless otherwise indicated in the Agreement or RFP document. Credit card slips by themselves are insufficient to support a claim for reimbursement. All air travel is to be Economy Class.
- e) Car Rental: the size of the rental car must be the most economical and practical required for the business task and number of occupants. Exceptions must be documented and approved by the appropriate contact for the Municipalities. Luxury and sports car rentals are prohibited. The rental car must be refueled whenever possible before returning it, in order to avoid higher gasoline surcharges imposed by the rental car or agency. Full insurance must be placed on any vehicle driven by a representative of the Municipalities.
- f) Accommodation: reimbursement for overnight accommodation within the area of the Proponent's head office will not normally be authorized. Reimbursement will be made for single accommodation in a standard room, and no reimbursement will be made for suites, executive floors, or concierge levels.
- g) Reasonable and appropriate actual meal expenses will be reimbursed, subject to approval by the Municipalities. If the expenditure is incurred when the claimant is required to work during or through normal meal periods or when, during a normal meal period, the Project Coordinator is away from his or her head office on the Municipalities business. Original itemized receipts must be provided with claims for reimbursement of actual meal expenses. Reimbursement must not exceed the amount actually spent (including taxes and gratuities) as validated by a receipt accompanying the claim.
- h) Reimbursement of meal costs must not include the reimbursement for any alcoholic beverages. No reimbursement shall be made for meals consumed at home prior to departure or upon return, or for meals included in the cost of transportation, accommodation, seminars and/or conferences. Reimbursement of an expense for a meal consumed within the area of the Proponent's head office may trigger a taxable benefit.

SCHEDULE OF PRICING – MANDATORY FORM

PROJECT COORDINATION

For the Municipalities of Manitouwadge, Marathon, Schreiber, Terrace Bay and Wawa

To be included in a separate, sealed envelope.

The price(s) quoted includes all duty, taxes (other than HST), customs, clearances, cartage, freight and all other charges now or hereafter imposed or in force and is a **Total Firm Price**. Harmonized Sales Tax (HST) to be extra. Harmonized Sales Tax (HST) must be shown separately on invoicing. All pricing is to be in Canadian Funds.

Pricing is to remain firm for 90 days for evaluation and award.

Item	Price	Estimated Hours	Estimated Total
Project Coordination (flat rate/hourly rate)	\$		\$
Support Staff, (flat rate/hourly rate)	\$		\$
Anticipated number of face-to-face meetings (assume meetings will be held in Marathon, ON)	\$		\$
Sub-Contracts (list as many as required)	\$		\$
•			
•			
•			
•			
Per Diem for expenses including hotel, car rental, meals, etc. Do not include costs for entertainment	\$		\$
Other	\$		\$
•			
Total	All costs are to be in Canadian Funds; HST is extra where applicable		\$

MANDATORY SUBMITTAL FORM

(This **FORM must be** completed and returned with the Submitted Proposal)

Proponent Covenant:

I/We, the undersigned authorized signing officer of the Proponent(s), hereby declare that no person, firm or corporation, other than the one represented by the signature below, has any interest in this submission.

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

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

I/We understand that this may result in the rejection of our submission if this declaration is found to be untrue.

I/We have received, allowed for, and included, as part of our submission all issued Addenda.

I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Municipalities, relative to this proposal submission.

I/We further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal submission and is authorized to negotiate on behalf of the Proponent.

I/We have received _____ (state number) addenda.

PRINT LEGAL NAME OF FIRM

MAILING ADDRESS

CITY

POSTAL CODE

NAME OF CONTACT PERSON (PRINT)

PHONE NUMBER

FAX NUMBER

MOBILE NUMBER

EMAIL ADDRESS

SIGNATURE OF AUTHORIZED OFFICIAL

PRINT NAME

DATE

This is the label to be used to identify Submitted Proposal

From: _____ _____ _____	
Ph: _____	
Mr. Daryl Skworchinski Chief Administrative Officer Town of Marathon 4 Hemlo Drive Marathon, ON P0T 2E0	
PROPOSAL # <u>11/2018</u>	CLOSING DATE <u>December 14, 2018</u>