



LOWER TRENT
C O N S E R V A T I O N



LTC Website Redevelopment and Web Application Support

RFP #2021-01-CS

RFP released: April 29, 2021

Deadline for Questions: 4:00 p.m. (local time): May 14, 2021

Deadline for Proposals Submission: 4:00 p.m. (local time): June 11, 2021

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NOTE – Pages are hyperlinked to Header Sections

Summary of RFP #2021-01-CS

What we need

Our mission statement is *“To protect land, water and living things by working with and inspiring others”* and with the advancement in the world wide web environment and increased use of telecommunications systems, specifically through internet, Lower Trent Conservation’s (LTC) website requires a redevelopment to optimize access and navigation to relevant and current information for its visitors and users. It is LTC’s digital front door for all our prospective and regular customers, clients, and partners.

What’s important to us

LTC is looking for credible website developers, designers and web application supporters who have the capability and experience to bring LTC’s website up to date and enhance the user experience within a cost-effective manner. They need to have a good track record in the product delivery, design, installation, and service support with strong client/customer satisfaction relationships.

Why should you submit a proposal?

This is a unique opportunity to be part of an upgrade to the LTC website as an essential requirement to ensure the sustainability and improvements of the information and processes that the LTC conservation lands, watershed science and services, education and stewardship, drinking water source protection, and corporate services programs must do to deliver and meet their objectives for healthy watersheds and healthy communities.

A bit about us

Established by the provincial government and our municipal partners in 1968, under the Conservation Authorities Act, Lower Trent Conservation (LTC) is one of 36 Conservation Authorities in Ontario, and a member of Conservation Ontario.

LTC is a community-based, non-profit environmental protection organization dedicated to protecting, restoring, and managing natural resources across the Lower Trent watershed region.

We work in partnership with municipal, provincial and federal governments, businesses, community organizations and the general public to deliver locally-based environmental programs. Our watershed jurisdiction covers 2,070 square kilometres including the Trent River and eight main tributaries, as well as areas that flow directly into Lake Ontario and the Bay of Quinte between Grafton and Quinte West, and serves a population of approximately 58,974.

Since LTC launched its’ website in 2000, it has had one major update in 2009; however, the internet has changed significantly, leaving the LTC site looking dated and behind in today’s web environment.

The existing site was developed using FrontPage by staff with a basic understanding of web design principles. The current design was updated by ReVue Design. LTC is looking to have a stronger web presence using new techniques to promote and enhance its conservation services.

SECTION 1: Key Information



1.1 Context

- a. This Request for Proposal (RFP) is an open invitation to suppliers to submit a proposal for the project of the LTC website redevelopment and web application support contract opportunity.
- b. This RFP is a single-step procurement process.



1.2 Important Timelines

| RFP Process: | Dates / Times (local time): |
|---|-----------------------------|
| Release date for invitation to Proposal: | 2021-04-29 |
| Deadline for suppliers' questions: | 2021-05-14 (4:00 pm) |
| Deadline for responses to questions by LTC: | 2021-05-21 (4:00 pm) |
| Deadline for Submission: | 2021-06-11 (4:00 pm) |
| Selection of successful proponent: | 2021-07-09 |
| Anticipated Contract start date: | 2021-07-14 |



1.3 Questions & Point of Contact

- a. All questions must be submitted via email to the attention of the Point of Contact and Subject Line.

Email address: information@ltc.on.ca

Point of Contact: **Corinne Ross, Communications Specialist**

Subject: **2021-01-CS Website Redevelopment - Questions**



1.4 Developing your Proposal

- a. This is an open, competitive tender process. The RFP sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand this RFP. In particular:
 - i. Ensure you understand our detailed requirements (Section 2).
 - ii. In structuring your proposal, consider the evaluation criteria (Section 3).
- c. If anything is unclear or you have a question, ask us to explain before the Deadline for Questions and email our Point of Contact.
- d. Check you have provided all information requested, and in the format and order asked for.
- e. Send your proposal before the **Deadline for Submission of June 11, 2021, 4:00 pm local time.**



1.5 Submitting your Proposal

- a. Proposals must be submitted by email/electronically by the deadline date and sent to the following email address: information@ltc.on.ca and clearly identified: **RFP #2021-01-CS for LTC Website Redevelopment and Web Application Support**
- b. Proposals must submit one (1) digital PDF document, signed by an authorized official with required attachments. Size limit is 10 MB, if greater contact information@ltc.on.ca for further instruction.

SECTION 2: Our Requirements

2.1 Background

LTC's website has been in place since 2000 and had one major update in 2009; however, the internet has changed significantly, leaving the LTC site looking dated and behind in today's web environment.

The existing site was developed using FrontPage by staff with a basic understanding of web design principles. The current design was updated by ReVue Design, Belleville, Ontario. The LTC web site is hosted with Kingston Online Services (KOS), Belleville, Ontario. The web domain name and DNS are with Bell.

The site is now outdated for our current needs and lacks ease of navigation and searching capabilities. With this in mind, this project will focus on LTC having a stronger web presence using new techniques to promote and enhance its conservation programs and services.

2.2 Project Overview / Statement of Work

2.2.1 Website Redevelopment

The successful proponent will work with LTC's Communications Specialist and web team to redevelop the current LTC website at **LTC.ON.CA**. The project will provide a platform on which the website and application support services can continuously improve and evolve.

Our overall goal is to:

- create a more intuitive, user-friendly (easier to navigate) website
- make our site mobile responsive
- update the visual appeal of the site
- ensure the information available on our website is current, accurate, viable and desirable
- improve security
- improve our in-house capabilities with respect to content management

Design Requirements:

Utilizing the LTC brand guidelines, the proponent will be asked to create a clean, robust and responsive user interface that serves to identify LTC programs and services and provide an experience that is reflective of our LTC's organizational values. The site should be designed with a focus on content and menus that provide a tailored, user friendly experience.

The current site contains a large volume of web pages and documents. An important element of the design will be content architecture and strategy. As such, the proponent will be required to work with LTC to develop a content architecture that will serve its broad range of users. This will include scalability and extendibility for future web pages and content.

The proponent will ensure the web pages and applications will comply with communications accessibility guidelines (WCAG 2.0, Level AA+) and the Accessibility for Ontarians with Disabilities Act (AODA).

Functionality and Technical Requirements:

While much of the detailed functionality will be dependent on the specific software or programming techniques utilized by the proponent, the following list outlines the system requirements:

- Inclusion of interactive features
 - *to enhance appeal, such as maps of locations, trails, forms, etc.*
- Search function
 - *search engine friendly URL's*
 - *keyword search*
- Ease of navigation and menus
 - *drop down selections*
 - *action buttons*
- Mobile device friendly
- Integration with social media platforms
- Self-service tools/applications
 - *E-Commerce (e.g. direct payment capability)*
 - *Registrations / Bookings*
- Web Form Builder
 - *easier to create and consistent format*
 - *allow for data collection*
- User friendly Content Management System
 - *Image resizing and organization tools*
 - *Content entry versioning and archiving*
 - *Content vetting and approval workflow*
 - *Categories, tags and content grouping*
 - *WYSIWYG Editing*
- User tracking and integration with Google Analytics User ID Tracking
 - *Search logging and search trend monitoring*
 - *ability to customize results and content searched*
- Support for notifications/alerts (e.g. pop ups/ banners)
- Multi-user support with granular content access for different roles and access levels
- WCAG 2.0, Level AA+

Deliverables Required:

Upon completion of the website redevelopment, LTC wishes to maintain full editing control of the website (e.g. create content, publish changes, and control updates). This includes headers, scrolls, "highlights", and uploading, all interactive features.

The successful proponent will work with LTC's web team to develop tools and processes that will allow LTC staff to migrate and restructure content from the existing LTC website.

The final deliverable will be a website software platform that allows for continuous learning and adaption of the product and user experience.

2.2.2 Support and Maintenance Services

Each Proponent will provide details of their knowledge and abilities to work with the current LTC web infrastructure to ensure LTC's web presence is maintained and that user experience across the various initiatives is ultimately improved. The successful proponent

will work closely with LTC's in-house web administrators to maintain, develop and update the current and projected web-based application projects undertaken by LTC.

The successful proponent must provide a secure staff login for updating content and a secure hosting environment.

The provision of administrator training will be required.

Professional Services:

The successful proponent will perform the following services through a service level agreement:

- Web Development and Programming
- Database Management
- Server Maintenance and Monitoring
- User Interface and Experience Design
- Consulting and Strategy

Support and maintenance of the following platforms and software may be required:

- WordPress
- Kisters WISKI – API
- ArcGIS online API

Support Channels:

The vendor will provide an account manager / single point of contact to LTC and will provide support services via the following channels:

- Issue tracking system
- Phone (Monday to Friday, 8:30 am – 4:30 pm EST)
- Email
- Onsite (As required)

Deliverables Required:

Support services may include but not limited to:

- Bug fixing and problem reporting, server monitoring.
- Provide disaster recovery from backup.
- Offer advice and guidance on website management and optimization and potential performance improvement.
- Version Upgrades: Maintenance regarding security issues (scripts, patches, databases).
- Providing consultation service or documentation for any potential projects or enhancements.
- Software enhancements and development services.

2.2.3 Contract term

Web development services is anticipated to commence on July 14, 2021 and to be completed (launched) by December 8, 2021. The support and maintenance services are anticipated to continue through to March 31, 2022, with the option to establish an annual support and maintenance agreement.

The full contract period covers approximately 8 months, July 14, 2021 – March 31, 2022.

SECTION 3: RFP Response Requirements

3.1 Format of Response

Responses to this RFP must be emailed to information@ltc.on.ca to the attention of Corinne Ross, Communications Specialist before the closing date and time.

Proponents should respond under each heading clearly and concisely. Emphasis should be placed on providing information and materials that conform to these instructions and to completeness and clarity of content.

Table 1: RFP Technical Proposal Response Outline

| Segment reference | Segment description |
|-------------------|----------------------------------|
| Segment 1.0 | Cover Page and Table of Contents |
| Segment 2.0 | Company Information and Profile |
| Segment 3.0 | Experience and References |
| Segment 4.0 | Methodology and Workplan |
| Segment 5.0 | Costing |
| Segment 6.0 | Forms - Appendices |

Segment 1.0 Cover Page and Table of Contents

Submissions should include a cover page that includes the RFP # and Proponent's contact information, followed by table of contents.

Segment 2.0 Company Information and Profile

Proponents are to submit the following information:

- Full legal name, length of time in business and core competencies.
- Contact information – specific to the RFP submission.
- List key staff assigned to this project and their bios, credentials and expertise.
- List of partners and sub-contractors to be used for this project (if applicable).
- Describe company's organizational capacity to produce the strategy and implementation plan.

An executive summary will serve to familiarize us with key elements and features of your proposal. It should contain:

- A summary of your approach to the project with emphasis on value for money that make your proposal attractive.
- Exceptions taken to this RFP, including a brief description and alternative solutions (if any).

Segment 3.0 Experience and References

Experience with non-profit, charity organizations, and the environmental field are considered an asset. Please provide a summary of work or projects (maximum 5) completed within the past 3 years that are of a similar nature and scope of work:

- Experience and relevant knowledge in developing websites with the required components and functionality.
- Description of experiences in developing similar websites and the outcomes of those projects.
- Names, telephone number, email address of a **minimum of 3 clients** for whom the respondent has conducted similar services. LTC will contact references.

Segment 4.0 Methodology and Workplan

Provide information organized in the following sections:

- **Methodology / Approach:** Describe the general strategy to be taken to meet objectives.
- **Workplan:**
 - **Proposed Project Deliverables:** Describe all the key deliverables to be included in the final Project Plan document
 - **Project Plan:** Convey your ability to implement all aspects of the project described in this RFP. Include project tasks, staffing levels, timelines, LTC review and approval procedures. If you proposed a phased implementation approach, please identify and describe it in this section.
 - **Project Schedule:** Submit a project management schedule with clear milestones.

Segment 5.0 Costing

Please provide pricing with cost breakdowns for each component described in additional detail using the Pricing Schedule Form (Attachment 2).

Provide price proposals with explanations for clarification. If a price is based on an assumption by you, the assumption should be explained in this section. Any assumption that LTC or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated.

It is expected that all proponents responding to this RFP will offer LTC preferred vendor rates comparable to government, non-profit, or charitable rates/fees.

In preparing proposed pricing, respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision in the pricing information to manage such risks and contingencies.

Prices should be tendered in CDN\$. Unless otherwise agreed, LTC will arrange contractual payments in CDN\$. The total Contract price is to be exclusive of HST.

Where two or more proponents intend to lodge a joint or consortium cost proposed, the pricing schedule is to include all costs, fees, expenses and charges that are chargeable by all respondents.

The pricing breakdown should be able to provide costs related to the following categories:

A. BASIC PLAN PRICING:

Costs associated with the redevelopment for a minimum standard of the website to support the identified requirements for delivering overall results. Should include design, development, content migration, testing, launch, support and initial training. It must breakdown and clearly state costs associated for each component.

From the requirements listed in 2.2.1, web redevelopment, the proponent should provide what functionality and technical items are included in the basic plan pricing or enhancements pricing.

B. ENHANCEMENTS PRICING:

Allows for phasing in enhancements to gradually implement for continuous improvements of the website. Additional costs/prices for significant platform improvements above the basic plan price that may include but not limited to additional functionality, workflow, e-commerce, etc. and must be identified.

C. SUPPORT AND MAINTENANCE SERVICES PRICING:

Each proponent will outline in their proposal with a price table identifying specific services as listed in 2.2.2 along with the Attachment 2 – Pricing Schedule.

D. ADDITIONAL VALUE PRICING:

Allows for proponents to provide added value not identified in the request for proposal that may be considered for additional opportunities. Proponents may choose to include additional information such as other promotional literature, brochures, and services that may be potential opportunities for development.

Segment 6.0 Forms - Appendices

Each submission must include the following completed forms, as provided in the Attachments to this RFP:

Attachment 1 – Declaration of Conflict of Interest

Attachment 2 – Pricing Schedule

SECTION 4: Evaluation Approach

The evaluation of RFP responses will be conducted by an evaluation panel consisting of representatives of LTC. LTC may employ advisors to assist in other roles with respect to the RFP, as deemed necessary. The evaluation panel will review all RFP submissions received prior to the submission deadline for completeness. The evaluation panel will then score all RFP submissions that are complete.

MANDATORY REQUIRMENTS

- Proposal submission is received electronically in digital format (PDF) and by the response due date and time
- Proposal must be in English
- Proposal must be signed by an authorized representative of the Proponent
- Proponent must provide (3) references
- Proposal includes completed and signed Attachments 1 and 2.

RFP Proponents are advised that any and all determinations and decisions made by, or on behalf of, LTC relating to this RFP and any RFP submissions, including without limitation, whether the RFP submissions are complete and the extent to which scoring and points are awarded under rated criteria, are within LTC's sole and absolute unfettered discretion and are final and binding without appeal whatsoever. LTC reserves the right to revoke the RFP process if submissions do not meet all of the requirements and funding capabilities of the LTC and funders.

The Proponent is responsible to provide all information requested.

4.1 Evaluation criteria and weightings

Table 2: Evaluation criteria

| Criteria | Weighting |
|--|-------------|
| Segments 1 - 3 – Company Info / Profile / Experiences & References | 10% |
| Segment 4 – Methodology & Workplan | 35% |
| Segment 5 & 6 – Costing / Pricing / Forms | 40% |
| Interview/Presentation | 15% |
| Total: | 100% |

4.2 Evaluation process

LTC will not open RFP Submissions publicly. LTC evaluation panel will evaluate the RFP Submissions in accordance with the following steps:

Step 1: The RFP Submissions will be reviewed to determine whether they are substantially completed. This review will assess whether the required information and forms have been substantially provided in the RFP Submission. A Proponent's failure to provide a substantially complete RFP Submission could result in the RFP Submission not being evaluated.

Step 2: The evaluation panel will then individually review, and evaluate, and rank in accordance with the evaluation criteria using the following scoring scale.

Table 3: Evaluation scoring

| Rating | Definition | Score |
|---|--|------------|
| GOOD exceeds the criterion in some aspects | Satisfies the criterion with additional benefits. Quote identifies factors that will offer potential added value, with supporting evidence. | 5 |
| ACCEPTABLE meets the criterion | Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence. | 3-4 |
| MINOR RESERVATIONS marginally deficient | Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence. | 1-2 |
| UNACCEPTABLE significant issues / does not comply | Does not meet the criterion. Does not comply and/or insufficient information provided. | 0 |

Step 3: The evaluation panel will then discuss their reviews and reach consensus on the ranking and ratings of each submission.

Step 4: Following the evaluation, only the top scoring Proponents (maximum of 3) will be invited to an interview and/or give a presentation to the evaluation panel. Criteria on the interview and/or presentation will be forwarded to those Proponents at a later date.

Step 5: Selection of the successful proponent will be based on the highest scores resulting from the evaluation criteria identified. The successful proponent will be notified of the selection on **July 9, 2021**.

4.3 Review of Pricing

We wish to obtain the best value-for-money over the Contract. This means achieving the right combination of fit for purpose, quality, on time delivery, quantity and price.

If a proponent offers a price that is substantially lower than other proposals (an abnormally low bid), LTC may seek to verify with the proponent that the proponent is capable of fully delivering all of the requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

4.4 Optional evaluation process and due diligence

In addition to the above, LTC may undertake the following process and due diligence in relation to shortlisted respondents. The findings will be considered in the evaluation process.

- a. inspect audited accounts for the last three financial years
- b. undertake a credit check

4.5 Rights of LTC

This is a request for proposals; accordingly, participation in this process, including the submission of a proposal, shall not give rise to any liability, contractual or otherwise, on the part of LTC. Similarly, the submission of a proposal shall not create any obligation on the part of a prospective proponent to enter into an agreement.

LTC reserves the right to seek clarification on the contents of the proposal, and negotiate price and terms with one or more proponents, and no legal obligations will be established until the parties have executed a binding written Project Agreement.

LTC also reserves the right not to accept any proposal or enter into a Project Agreement with any prospective proponent, and to modify or cancel this Request for Proposals at any time. Further, LTC reserves the right to accept or reject any or all of the proposals submitted, and any proposal received after the closing date and time will not be considered.

Price will only be one of the criteria employed in evaluating proposals, and LTC reserves the right to contract, if at all, with the proponents that it determines, in its sole and absolute discretion, will offer the best combination of value and service and best meets its requirements by reference to any stated or undisclosed criteria.

LTC reserves the right to extend the submission date at its discretion.

During the evaluation of RFP Submissions, LTC may request that any Proponent provide further clarification of any part of its RFP Submission. The evaluation of an RFP Submission will include any clarifications provided in writing in response to questions posed by LTC as well as any other investigations made by LTC.

LTC will have the right to verify any information received, including any references, and, for that purpose, the Proponents shall be deemed to consent to and authorize the release of such information to LTC. If required, it may be necessary for a Proponent to attend one or more clarification meetings with LTC.

LTC is under no obligation to request clarification with respect to, or verify, any information in any RFP Submission, including the clarification or verification of an ambiguity in the RFP Submission. LTC may, at its discretion, request clarification with respect to, or verify, matters related to none, one or some of the RFP Submissions.

Freedom of Information:

Information submitted is collected under the authority of the Conservation Authorities Act for purposes of evaluating the services being solicited. Information collected is subject to the Municipal Freedom of Information and Protection of Privacy Act, shall be considered public unless the individual or company submitting the information specifically requests that portions of the information should be exempt from the disclosure for reasons consistent with the Municipal Freedom of Information and Protection of Privacy Act.

Addenda

LTC reserves the right to revise the RFP up to the Proposal Submission Deadline. Any such revisions shall be included in Addenda to the RFP distributed to all proponents. When an Addendum is issued, that date for submitting Proposals may be changed by the Owner if in its opinion more time is necessary to enable the proponents to revise their proposals. The Addendum shall state any changes to the Proposal Submission Deadline.

Indemnification

The Proponent shall indemnify and hold harmless the Owner, its agents, and employees from and against all manner of claims for personal and/or property damage that arise out of or are attributable to the Proponent's performance of the Project Agreement.

SECTION 5: Terms and Conditions of RFP Process

5.1 Communications and public comment

Neither Proponents nor their representatives or team members shall: (i) make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their Proposal, in the Project or this RFP process without LTC's prior written consent; or (ii) engage in any way whatsoever in any form of political or other lobbying to influence the outcome of this RFP process.

In the event of any lobbying or communication by a Proponent in contravention of the above clause, LTC may, in its discretion and at any time, prohibit a prospective Proponent from submitting an RFP Submission or reject the RFP Submission submitted by that Proponent in this RFP process, without further consideration.

Other than as expressly permitted or required in this RFP, any attempt on the part of any Proponent or any of its representatives or team members to contact any of the following persons, directly or indirectly, with respect to this RFP, may lead to disqualification of a Proponent or rejection of an RFP Submission:

1. any member of the Board of LTC; its officers, directors, appointees, advisor or employees;
2. any member of the evaluation panel;
3. any expert or advisor assisting LTC, or the evaluation panel, other than the Contact Person.

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of its own RFP Submission or the RFP Submission of the other Proponent. Each Proponent shall prepare and submit its RFP Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Proponent.

No potential or actual RFP Proponents and no employee, agent or representative of the RFP Proponents, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any member of LTC, its Board members, officers, directors, appointees, advisor or employees, whether or not for the purpose of seeking favourable treatment in respect to the evaluation of RFP Submissions, effective from the date of the release of the RFP until the final approval of the Pre-qualified Proponents by LTC.

Where LTC deems that this section has been breached it may exclude the Proponent's RFP Submission from consideration.

5.2 Use of Information

This RFP may not contain all of the information that a Proponent may need in deciding whether to submit a Proposal.

LTC and its representatives shall not be liable for any information or advice or any errors or omissions that may be contained in this RFP or the addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the Proponents' pursuant to this RFP or otherwise with respect to the Project.

LTC and its representatives make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFP or such addenda, appendices,

data, materials or documents and LTC and its representatives will not be responsible for any claim, action, cost, loss, damage or liability whatsoever arising from any Proponent's reliance on or use of this RFP or any other technical or historical addenda, appendices, data, materials or documents provided, delivered or made available by LTC or its representatives.

Each Proponent is responsible for obtaining its own independent financial, legal, accounting, and professional advice with respect to the Project, the RFP, and any addenda, appendices, data, or documents provided, delivered or made available or required by LTC.

5.3 Cost and Expenses of Proponents

All costs and expenses incurred by each Proponent in the preparation and delivery of its RFP Submission or in providing any additional information necessary for the evaluation of its RFP Submission shall be borne solely by that Proponent.

Neither LTC nor its representatives will be liable to pay any costs or expenses of any Proponent or prospective Proponent or to reimburse or compensate a Proponent or prospective Proponent in any manner whatsoever under any circumstances, including in the event of the rejection of any or all RFP Submissions.

5.4 Completeness of Response

Each Proponent is responsible for ensuring that it has all of the information necessary to respond to this RFP and for independently informing and satisfying itself with respect to the information contained in this RFP, and any conditions that may in any way affect its RFP Submission.

5.5 Rights of the Sponsor

In addition to any other express rights or any other rights which may be implied in the circumstances, LTC reserves the right to:

1. Make public the names of any or all Proponents;
2. 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 response;
3. Adjust a Proponent's scoring or reject a Proponent's response on the basis of; (i) a financial analysis; (ii) information provided by references; (iii) the information provided by a Proponent pursuant to LTC exercising its clarification rights under this RFP process; (iv) other relevant information that arises during this RFP process;
4. Waive formalities and accept responses which substantially comply with the requirements of this RFP;
5. Verify with any Proponent or with a third party any information set out in a response;
6. Check references other than those provided by any Proponent;
7. Disqualify any Proponent whose response contains perceived misrepresentations or any other inaccurate or misleading information;
8. Disqualify any Proponent or the response of any Proponent who has engaged in conduct prohibited by this RFP;
9. 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;

10. Cancel this RFP process at any stage;
11. Accept any response in whole or in part;
12. Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's response;
13. If a single response is received, reject the response of the sole Proponent and cancel this RFP process or enter into direct negotiations with the sole Proponent; or,
14. Reject any or all responses in its absolute discretion.

LTC 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 LTC exercising any of its express rights under this RFP or exercising any rights which may be implied in the circumstances.

5.6 Examination and Interpretation of Documents

LTC may, at its discretion, independently verify any information in none, one or some of the RFP Submissions. LTC has the right to disqualify any Proponent and to reject the RFP Submission of any Proponent's RFP Submission that contains any false or misleading information.

LTC also has the right to disqualify any Proponent and/or to reject the RFP Submission of any Proponent which, in LTC's discretion, has failed to disclose any information that would, if disclosed, materially adversely affect LTC's evaluation of the relevant Proponent's RFP Submission. LTC is under no obligation to independently verify any information in any RFP Submission.

5.7 Debriefing

Any Proponent which has not been approved to proceed further in the procurement process may request a debriefing from LTC.

5.8 Conflict of Interest and Ineligible Persons

Each Proponent representative, on behalf of the team members must declare and continue to be under an obligation to declare all Conflicts of Interests or any situation that may be reasonably perceived as a Conflict of Interest¹ that exists now or may exist in the future.

In connection with its RFP Submission, each Proponent shall: (i) avoid any Conflict of Interest in relation to the Project; (ii) disclose to LTC without delay any actual or potential Conflict of Interest that arises during the RFP process; and (iii) comply with any requirements prescribed by LTC to resolve any Conflict of Interest.

In addition to all contractual or other rights or rights available at law or in equity or legislation, LTC may immediately exclude a Proponent from further consideration or remove the Proponent from the RFP process if: (i) the Proponent fails to disclose an actual or potential Conflict of Interest; (ii) the Proponent, or any Team Member fails to comply with any requirements prescribed by LTC to resolve a Conflict of Interest; or (iii) the Proponent's Conflict of Interest issue cannot be resolved.

Upon receipt of the Proponent's submission, LTC shall, in its discretion, decide as to whether they consider there to be a real, perceived or potential Conflict of Interest and whether such a Conflict of Interest can be mitigated. The Proponent shall be notified of LTC's decision.

5.9 Use of Confidential Information

Confidential Information: (i) shall remain the sole property of LTC, and the Proponent shall treat it as confidential; (ii) may not be used by the Proponent for any other purpose other than submitting an RFP response or in the performance of any subsequent agreement; (iii) may not be disclosed by the Proponent to any person who is not involved in the Proponent's preparation of its RFP Submission, or the performance of any subsequent agreement, without prior written authorization from the party in respect of whom the Confidential Information relates; and (iv) may not be used in any way that is detrimental to LTC.

The Proponent acknowledges and understands that LTC is subject to the Municipal Freedom of Information and Protection of Privacy Act and information submitted through this process will be dealt with in accordance with the provisions of the Act.

The provisions in this section shall survive any cancellation of this RFP and the conclusion of the RFP process.

5.10 Legal Matters

This RFP is not an offer to enter into any contract or Project Agreement of any kind whatsoever. This RFP is not intended to create a binding contract. 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.

This RFP document or addenda to this RFP document contains the entire requirements related to this RFP. Other information and/or documentation provided to the Proponent or obtained by the Proponent prior to the release of this RFP shall not have any force or effect.

5.11 No Incorporation by Reference by Proponent

The entire content of the Proponent's submission must be submitted in the prescribed fixed format and the content of websites or other external documents referred to in the Proponent's submission will not be considered to form part of its submission.

SECTION 6: Attachments

ATTACHMENT 1- DECLARATION OF CONFLICT OF INTEREST

TO: Lower Trent Conservation

RE: Request for Proposals – Website Redevelopment and Web Application Support

For the purposes of this declaration of conflict of interest means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

I, the undersigned, on behalf of the corporation/partnership/sole proprietorship named below, declare that:

- NO CONFLICT OF INTEREST
- CONFLICT OF INTEREST (Explain Below)

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(Attach additional pages if needed)

Date: _____

Business Name: _____

Authorized Signature: _____

Signatory Name: _____

Signatory Title: _____

I have the power to bind the above-named company (corporation/partnership/sole-proprietorship).

ATTACHMENT 2 - PRICING SCHEDULE

TO: Lower Trent Conservation

RE: Request for Proposals – Website Redevelopment and Web Application Support

Indicate the proposed fees/prices (excluding HST), and the basis of calculation as follows:

Pricing must include Fixed Hourly rate (A) and Number of days* (B) and Total (A x B = C).

| COST CATEGORY | FEES / PRICE LISTING (EXCLUDING HST) | | | COMMENTS |
|---|---|------------------|------------------|----------|
| | A (Hourly Rate) | B (# of Days) | C (A x B = C) | |
| i. Basic Plan Web Development to include: Design / Development / Set Up / Content Migration / Testing / Launch / Initial Training & Support (identify what functional & technical requirements are included) | | | | |
| ii. Enhancements Add on features for enhanced functionality / technical (identify/list) | | | | |
| iii. Web Application Support and Maintenance Services Professional Services / Support Services (identify & list) | | | | |
| TOTALS | | | | |
| iv. Value Add Additional opportunities / services not identified in scope of work. | | | | |

*Day = 8 hours