



REQUEST FOR PROPOSALS	
Requirement	Managed IT Services
RFP#	TR RFP 2025-01
Insurance Issued By	The Municipality of Kincardine 1475 Concession 5 Kincardine, Ontario, Canada N2Z 2X6
Issue Date	September 24, 2025
Tender Notice Platform	www.kincardine.ca
Bidding System	Email: tenders@kincardine.ca
RFP Documents	RFP documents may be downloaded from the Tender Notice Platform.
Pre-Bid Meeting	N/A
Bidder Inquiries	Questions and requests for changes to this RFP must be submitted through the Bidding System.
Deadline for Questions	The Municipality will respond to questions received by 5:00:00 PM ET on October 8, 2025 .
Bid Submission	Bids must be submitted via the Bidding System email.
Submission Deadline	Bids must be fully received by the Municipality's system by 2:00:00 PM ET on October 15, 2025 .
RFP Contact	Roxana Baumann Director of Corporate Services rbaumann@kincardine.ca
Contract Award	The Municipality anticipates that the contract will be awarded in November 2025.
Contract Term	See Part 2 (Scope of Work)

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PART 1: RFP PROCESS

1. Introduction

The Municipality of Kincardine is a municipality with a population of approximately 12,000 located on the shores of Lake Huron in the province of Ontario, Canada. The current municipality was created in 1999 by the amalgamation of the Town of Kincardine, the Township of Kincardine, and the Township of Bruce. For more information on the municipality, visit kincardine.ca.

The Municipality is seeking Bids from suppliers of goods and/or services detailed in the Scope of Work in Part 2 of this RFP.

Below is a description of the competitive bidding process that explains how Bids will be evaluated and a Contract awarded to a successful Bidder.

2. Definitions

In this RFP document:

“Bid” or “proposal” means a submission by supplier in response to this RFP.

“Bidder” or “proponent” means a supplier that submits a Bid.

“Bidder’s Workbook” means the document attached as Schedule 1.

“MSP” means the Bidder that has executed a contract with the Municipality to provide the Work.

“Work” means all the goods and services to be supplied by the MSP as specified in Part 2 -Scope of Work.

Other capitalized terms have the meanings assigned on the cover page of this RFP document.

3. RFP Overview

This RFP is comprised of the following parts:

Part 1: RFP Process	Description of the competitive bid process.
Part 2: Scope of Work	Includes: <ul style="list-style-type: none"> • Contract Scope of Work • Insurance requirements • Contract security requirements (if any)
Part 3: Contract Terms	Contract to be signed by successful Bidder.
Schedule 1: Bidder’s Workbook	Includes: <ul style="list-style-type: none"> • Pre-bid Meeting Instructions (if any) • Bid evaluation criteria

	<ul style="list-style-type: none"> • Bid scoring method • Bid submission forms
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4. Non-Binding RFP Process

This RFP process is non-binding. This means it does not create contractual obligations between the Municipality and the Bidders commonly referred to as “Contract A”. No contractual relationship will be formed until the Municipality enters into a contract with a MSP for performance of the Work.

The Municipality is not legally obligated to award a contract to any Bidder and Bidders are not legally obligated to enter into a contract with the Municipality. If a Bidder submits a Bid and then decides for any reason that they no longer want to participate in the RFP process, the Bidder may choose to withdraw their Bid at any time before contract signature.

5. Requests for Changes and Questions

Bidders should submit request for changes and questions (“inquiries”) through the Bidding System before the Deadline for Questions.

6. Addenda

Responses to inquiries received by the Deadline for Questions will be provided through an addendum posted via the Tender Notice Platform. Addenda will not identify the Bidders that submitted the inquiry.

The Municipality will make reasonable efforts to respond to all Bidder inquiries. The Municipality may edit Bidder inquiries for clarity, exclude inquiries that are either unclear or inappropriate, and provide a single answer to a similar inquiry posed by multiple Bidders.

While Addenda will be posted on the Tender Notice Platform, the Municipality assumes no obligation to separately notify Bidders when Addenda are released. Bidders should ensure they have checked the Tender Notice Platform prior to Bid submission to ensure nothing has been missed.

7. Bid Preparation

i. General Requirements

Bidders must use the forms in the Bidder’s Workbook to prepare their Bid. To be considered, Bids must meet all mandatory requirements specified in the Bidder’s Workbook and must:

- (a) be written in English;
- (b) respond to the Municipality’s requirements; and
- (c) include all requested pricing information in Canadian dollars.

ii. No Counterproposals, Conflicts, Qualifiers or Assumptions

Bidders should not make assumptions when preparing their Bid. Bidders also should not add language in their Bid that either conflicts with the Municipality's requirements, qualifies the Bid or makes the Bid conditional. The question period is intended to provide Bidders a full opportunity to clarify questions or obtain changes to the RFP prior to Bid submission. Failure to use the question period is at Bidder's risk.

If assumptions, counterproposals, conditions, or qualifications appear in a Bid, the Municipality may either (a) disqualify the Bid without prior notice to Bidder; or (b) require that the foregoing be deleted from the Bid, without any change to pricing, before the Bid can be considered further. Such provisions will not form part of any final Contract.

iii. Equivalents (if applicable)

When a component of the Work in Part 2 - Scope of Work is specified by its trade or other name (whether such name is followed by the phrase 'or approved equivalent' or not), the Municipality will consider Bids proposing equivalent goods or services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the Municipality's sole discretion. Where an equivalent product is approved, an Addendum will be posted to inform all Bidders of the approved equivalent.

To avoid unnecessary investment in Bid preparation, Bidders should request the Municipality's opinion on the acceptability of an equivalent good or service prior to the Deadline for Questions to receive a determination in advance of the Submission Deadline.

iv. Multi-Party Bids

Bids may contemplate performance of the Work by a multi-party team, meaning two or more separate companies or businesses working together to perform the Work. In such cases, the Bid should clearly describe the proposed roles and responsibilities of each team member and must clearly identify one member of the multi-party team as the "Bidder".

The single Bidder will be the primary contact for all communications with the Municipality during the Bid submission and evaluation process and, if selected, the contract finalization process. If successful, the Bidder will be the legal entity that will contract with the Municipality and will assume the full responsibility under the contract for the performance of all team members' obligations in providing the Work.

8. Bid Submission

Bidders must submit their Bids through the Bidding System. Delivery by another means will result in Bid rejection.

Bidders may revise their Bid Submission prior to the Submission Deadline and may withdraw their Bid at any time before signing a Contract. Bidders are solely responsible for making sure their Bid is fully received by the Municipality’s IT system prior to the Submission Deadline. Delays caused by technical issues, such as internet connectivity issues or file sizes being too large do not excuse a late Bid. Bidders should allow sufficient time to resolve any technological issues that may arise with Bid Submission.

9. Bid Review and Rectification

After the Submission Deadline, all Bids received on time will be checked for completeness and for compliance with the essential and mandatory submission requirements including (a) all mandatory Bid submission forms are included; (b) the Bid was prepared using the Bid submission forms in the Bidder’s Workbook with no material changes to the forms. Bids failing to meet a mandatory Bid submission requirement will be disqualified without prior notice to Bidders.

If there are administrative deficiencies, a Bidder may be sent a request to rectify the deficiency within a specified period of time. If the deficiencies aren’t rectified within the specified time period, the Bid may be disqualified. “Administrative deficiencies” are errors or omissions that do not, when remedied, add to the contents of the Bid for Bid scoring purposes and may include, as examples, a missing signature or missing contact information on the Submission Form, failing to identify a single bidder as the “Bidder” on a multi-party Bid, or missing contact information on a reference form.

10. Bid Evaluation and Ranking

All compliant Bids will be evaluated and ranked using the evaluation and ranking method described in the Bidder’s Workbook.

During the evaluation process, the Municipality may ask a Bidder for clarification if their Bid includes information that is unclear or internally inconsistent. The Municipality will take the Bidder’s response to the request for clarification into account in the evaluation, provided it does not add new information to the Bid and responds directly to the question in a clear and concise manner.

Once the Bids have been evaluated and ranked, the Municipality will proceed to the pre-contract verification stage described below.

11. Addressing Bid Process Irregularities

Bid process irregularities may arise that require the Municipality to deviate from the above process or result in a cancellation of the process. The following Bid process irregularities will be handled in the manner described below.

v. Over Budget or Single Bid

In the event the highest ranked Bid is over budget or only 1 compliant Bid is received, the Municipality may cancel the Bid process and enter into negotiations with the highest ranked or single Bidder to ensure the Municipality receives the best value for money for ratepayers. Should the Municipality be unable to reach an acceptable agreement, the Municipality may discontinue discussions and initiate a new Bid solicitation process.

11.2 No Compliant Bids

If all Bids received are deemed to be non-compliant, the Bid process will normally be cancelled. After examining the cause for lack of compliant Bidders, the Bid solicitation document may be re-issued with the appropriate revisions or other action may be taken to address the cause of lack of compliant Bidders.

Where time is of the essence and it is deemed to be in the public interest to avoid delays in acquiring the goods and services, the Municipality may communicate to each Bidder who previously submitted a Bid and provide all non-compliant Bidders with the opportunity to remedy the non-compliance with a view to proceeding with the original Bid process.

11.3 Tied Highest Ranked Bids

Where 2 or more Bids are tied, the Municipality will invite each Bidder to submit a best and final Financial Bid. If the Bids remain tied after this process, a coin toss will be held to determine the highest ranked Bidder.

12. Pre-Contract Verification

Prior to finalizing the contract with the selected Bidder, the Municipality may verify the information provided in the selected Bidder's Bid and confirm the selected Bidder's willingness and ability to perform the contract.

The Municipality may choose not to contract with the selected Bidder if the Municipality becomes aware of information that indicates, in the Municipality's reasonable opinion, that the Bidder is incapable of delivering the Work in accordance with their Bid and requirements of the RFP, or if it would not be in the public interest to award the contract to the highest Bidder, such as where there is evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance.

vi. Verification of References, Experience and Qualifications

The Municipality will check the selected Bidder's references using the process described in the References Form in the Bidder's Workbook.

The Municipality may also consider the selected Bidder's past performance or conduct on previous contracts with the Municipality. It may contact third parties in addition to references provided by the Bidder to verify the experience and qualifications described in the Bidder's Bid.

The Municipality may choose not to contract with any Bidder that fails the reference check, has a history of poor past performance or has misrepresented its experience or qualifications.

vii. Verification of Pricing

The selected Bidder may be asked to provide additional breakdown of its pricing.

If the selected Bidder's pricing appears to be abnormally low, the Bidder may be required to provide a detailed explanation of the pricing information and confirm that all requirements have been taken into account. This may require the Bidder to provide invoices from other projects where the prices were applied, or to otherwise justify and explain its cost structure, including Bidder's actual costs, assumed profit and overhead. The Municipality may choose not to contract with any Bidder that is unable to account for the abnormally low pricing to the satisfaction of the Municipality.

If the selected Bidder's pricing appears to be unbalanced (i.e., pricing is abnormally low for some elements or phases of the Work and abnormally high for other elements or phases of the Work), the Bidder may be asked adjust the allocation of pricing to ensure pricing is balanced across different elements and phases of Work. The Municipality may choose not to contract with any Bidder that is unable to correct unbalanced pricing to the satisfaction of the Municipality.

12.3 Verification of Workplan and Schedule

The selected Bidder may be asked to confirm its workplan and schedule for completion of the Work. If Part 2 – Scope of Work includes specific delivery or completion deadlines, the Municipality may choose not to contract with any Bidder that is unable to confirm its ability to meet those deadlines.

12.4 Confirmation of Assigned Personnel

If the evaluation criteria included an evaluation of project team personnel, the Bidder will be asked to confirm the availability of named personnel to play the role described in the Bid for the project. If the Bidder is unable to confirm the availability of such personnel for the applicable

roles, and an equivalent substitute acceptable to the Municipality is not available, the Municipality may choose not to contract with the Bidder.

12.5 Verification of Required Insurance and Contract Security

In order to proceed with finalization of the contract, the selected Bidder will be required to provide proof of insurance and any contract performance security that is required under the Insurance and Contract Security Requirements in Part 2 – Scope of Work.

13. Contract Finalization

Following successful completion of the pre-contract verification and confirmation process, the selected Bidder will be invited to negotiate and finalize the contract based on the Draft Contract in Part 3.

The Municipality acknowledges that the final contract to be negotiated with the selected Bidder may need to incorporate additional and/or alternate terms and conditions specific to the Work and the Municipality may agree to negotiated changes to the Contract, if considered appropriate and acceptable by the Municipality.

The selected Bidder may choose to terminate negotiations at any time and withdraw from the RFP process. If the Municipality and the selected Bidder have not been able to successfully negotiate a mutually acceptable contract for the Work within 30 days from the invitation to negotiate, the Municipality may terminate negotiations. If negotiations between the Municipality and a selected Bidder are terminated, the Municipality may select the next ranked Bidder or cancel the RFP process.

14. Second-ranked Bidder Prequalification

The second-ranked Bidder will be pre-qualified to supply the Goods and Services described in this Bid solicitation document for a period of six (6) months following the contract execution with the successful Bidder. Should the Contract with the successful Bidder be terminated in the six (6) months following the effective date of the contract, the second-ranked Bidder will be invited, but under no obligation, to enter into a contract based on the prices and other information set out in their original Bid.

15. Notification and Debriefs

After the Municipality has entered into a contract for the Work a notice of award will be released via the Tender Notice Platform. Upon request, the Municipality will provide an unsuccessful Bidder with a debrief to discuss strengths and weakness of the Bid and explain why the Bid was not successful. Information about the other Bidders or their Bids will not be discussed. Bidders should submit a request a debrief by emailing the RFx Contact identified on the cover page of the Bid solicitation document within 30 calendar days of the award notice.

16. Complaint Resolution

Any Bidder that has questions or concerns about the outcome of the Bid process should first request a debrief. If, following the debrief, the Bidder wishes to challenge the Municipality's decision in respect of the Bid process, the Bidder should submit a written complaint to the RFx Contact identified on the cover page of this RFx document within 5 business days of attending the debrief or, if the supplier is not a Bidder, within 10 business days of (i) becoming aware of the basis for a procurement complaint or (ii) date of publication of award. The Municipality will review and respond to the Bidder's complaint within 20 business days.

A complaint must be in writing and must include the following details:

- (a) A precise statement of the relevant facts;
- (b) An identification of the decision being challenged and the issues to be resolved;
- (c) A clear summary of the Bidder's position and supporting documentation; and
- (d) The Bidder's requested remedy.

PART 2: SCOPE OF WORK

INTRODUCTION

The Municipality of Kincardine requires a Managed Information Technology Service Provider (“MSP”) to deliver **comprehensive turnkey managed Information Technology (IT) services** operating as the Municipality’s **outsourced IT department**.

The MSP will be supported by 1 onsite employee to provide mutually agreed onsite support to the MSP as appropriate and possible. All other IT-related requirements will be performed by the MSP, including the provision of on-site services when needed by the Municipality.

A. CONTRACT TERM

The Contract is effective as of the Contract Effective Date and shall continue for a period of three (3) years.

The Municipality may, in its sole discretion by written notice, extend the term of the Contract for up to three (3) years, which optional extension may be implemented in a single extension, or multiple Contract extensions. Together the initial term and any extension thereof is the “Term”.

B. BACKGROUND INFORMATION

Municipality’s Organizational Framework

The Municipality of Kincardine is governed by 9 members of Council, which includes 7 Councillors as well as a Deputy Mayor and Mayor. The Municipal Administration Centre is located in Kincardine, Ontario and employs approximately 100 full time staff, 85 part-time, contract and casual staff, and 50 volunteer firefighters.

- Council and CAO;
- Corporate Services – Treasury, Human Resources, Legislative Services, IT, By-law enforcement (contracted service), Policing (Section 10 contract with the OPP);
- Infrastructure & Development – Development Services (building and planning), Environmental Services (water and wastewater), Operations, Stormwater, Airport, Roads and Bridges, Waste Management, cemeteries
- Community Services – recreation programs, parks & trails, waterfront, Marina;
- Fire Services
- Strategic Initiatives – Tourism, Arts Culture & Heritage, Economic Development, physician recruitment;

Municipality's IT Infrastructure (NDA to be Signed for Disclosure)

The Municipality's currently end-user IT structure consists of support for 190 users, 120 desktop devices, over 18 work locations, currently supported by 1 full-time IT Specialist and two external partners. The Municipality's network and server infrastructure is currently supported using the same model. Details and network documentation can be made available to a respondent upon signature of a nondisclosure agreement.

C. SERVICES

The MSP will be expected to provide **core services** and **ancillary services**.

1. GENERAL SCOPE OF CORE SERVICES

The following is the general scope of the core services to be performed **on all identified Municipality IT systems (including email systems)** (full list of systems to be identified after execution of the non-disclosure agreement referred to above).

It is expected that all core services **will be included in a fixed monthly fee** relating to the provision of core services.

The following are minimum requirements for core services. The contracted scope of the core services shall be as defined in the final executed Contract as supplemented by the MSP's bid.

A. Help Desk / Remote support with on-site support. Includes at minimum:

- a. Level 1 and Level 2 support for common issues such as login problems, software glitches, printer/network connectivity, email issues;
 - i. Level 1 support: First point of contact for IT help for users. Level 1 handles common, basic issues such as password resets, login problems, software installation requests, or answering general "how to" questions.
 - ii. Level 2 Support (L2): If Level 1 support is not capable or equipped to address, the issue is escalated to Level 2 to deal with more complex technical problems that L1 couldn't fix — such as troubleshooting server issues, network connectivity problems, or software errors that require deeper technical knowledge.
- b. Level 3 support where appropriate or referral to external Level 3 support (vendor):
 - i. Level 3 support are issues that can not be resolved at Level 1 and 2 and typically requires involvement of specialized developers or the software vendor.

- c. ticketing system and municipality access to the ticketing system for incident tracking;
- d. non-emergency support must be available during regular business hours (Monday–Friday, 8:30 AM to 4:30 PM) with an average response time based on a criticality and priority matrix to ensure agreed upon response and resolution times reflect the urgency and impact of the incident or service request to the organization.
- e. Emergency support (e.g., for critical systems or security breaches) must be available after hours with an average 1-hour response time;
- f. Municipality of Kincardine IT Specialist can be engaged, when available, for escalations from the respondent for critical issues that require immediate on-site support.
- g. Support must include installation, troubleshooting, and maintenance for desktop/laptop hardware, mobile devices, peripherals, and all standard office applications;

B. Network Monitoring and Management. Includes at minimum:

- a. 24/7 proactive monitoring of servers, desktops and network devices;
- b. automated **patch management** (OS and application updates);
- c. antivirus and anti-malware installation and updates;
- d. remote management tools for quick troubleshooting;
- e. Firewalls, routers, switches, and other network security appliances;
- f. Alert notification systems and proactive performance monitoring;
- g. Network documentation (daily, weekly, monthly)
- h. Regular updates must be scheduled outside peak user hours to minimize workplace disruption.

C. Security Monitoring and Incident Response. Includes at minimum:

- a. endpoint protection (anti-virus/anti-malware),
- b. security updates and vulnerability patching,
- c. spam filtering for email,
- d. firewall monitoring and management,
- e. periodic testing; and
- f. responding to incidents;
- g. Regular updates must be scheduled outside peak user hours to minimize workplace disruption.

D. Backup and Recovery. Includes at minimum:

- a. regularly scheduled backups of critical systems (on-prem and/or cloud);
- b. monitoring and testing of backup jobs;
- c. basic disaster recovery support (restore files, virtual machines).

E. Infrastructure Management. Includes at minimum:

- a. network management (firewalls, switches, Wi-Fi),
- b. server management (on prem or cloud hosted),
- c. storage and backup system management,
- d. basic user account and permissions administration.
- e. Regular updates must be scheduled outside peak user hours to minimize workplace disruption.

F. Routine Maintenance and Updates. Includes at minimum:

- a. Operating system and application patching.
- b. Firmware updates on critical devices.
- c. Health checks and performance tuning.
- d. Regular updates must be scheduled outside peak user hours to minimize workplace disruption.

G. Asset and Inventory Management. Includes at minimum, maintaining complete lists of IT assets and ensuring appropriate renewals and replacements, as appropriate.

- a. MSP must maintain up-to-date hardware/software inventories and follow Municipally approved policies and procedures.
- b. Asset inventory and lifecycle management
- c. Software management and licensing and firmware management
- d. Equipment changes and configuration (installs, moves, adds, changes)
- e. Setup and configuration of equipment, servers, software and accessories
- f. Mobile Devices (MDM)
- g. End User Workstations (MDM)
- h. Printers/MFPs
- i. Network Devices
- j. Servers

H. Change Management Relating to Core Services. Includes at minimum,

- a. Planning for change and keeping the Municipality informed
- b. Project management
- c. Communications to impacted stakeholders
- d. Training, as required

I. Reporting & Account Management. Includes at minimum,

- a. Quarterly reporting on system health, incidents, patching, and backup status.

Reports must include at minimum, summaries of:

- i. Help desk statistics
- ii. Security incidents and remediation
- iii. System performance metrics
- iv. Recommendations for improvement
- v. Annual IT roadmap and 5-year strategic plan
- vi. Cybersecurity and compliance audit support
- vii. Formal asset and license audits
- b. Strategic account reviews to align IT services with business needs.
- c. A formal inventory and asset management assessment report is required with the proposal and annually by August 1st yearly for budget planning.

J. Compliance Support. Includes ensuring the Municipality meets regulatory, contractual, and industry-standard requirements for IT systems, security, and data handling. The Municipality is governed by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and is committed to protecting personal and confidential information. Contracts must ensure compliance with all Federal and Provincial privacy laws. Unauthorized collection, use, and access or disclosure of any personal or municipal data is strictly prohibited.

2. INITIAL SETUP SERVICES

The MSP will be required to attend a kick-off meeting after Contract signature to:

- plan the initial set up of services from kickoff to go-live; and
- for the MSP's to review the Municipality's infrastructure and assets and operating protocols with a view to making recommendations to streamline support and reduce emergency calls. The deliverables from this review will include an updated network diagram; evaluation of system architecture, equipment lifespan, capacity, and efficiency.

3. ANCILLARY SERVICES

A. IT Management and Planning:

- Ongoing strategic planning for system upgrades, policy development, and risk mitigation
- Guidance on future infrastructure needs and procurement strategies
- Strategic IT Planning and Participation in Planning Committees

- Assistance in developing and maintaining internal IT policies and asset records

B. IT Project Management and Implementation

- Working with Municipal leadership to identify, scope and manage projects in alignment with the Municipality's IT Strategic plan
- Provide reports on implementation, risk assessments, mitigation strategies
- Provide project quotes/fee structure for work considered outside the scope of regular contract, including those iterated above if applicable.

4. CYBERSECURITY

The Municipality places strong emphasis on cybersecurity, recognizing that municipalities are increasingly vulnerable to data breaches and ransomware. The MSP must implement robust, proactive cyber protections for the Municipality's protection including but not limited to:

- Network and endpoint security
- Patch management and firmware updates
- Threat detection and disaster recovery
- Data backup and disaster recovery

The Municipality expects the MSP to be equipped to support cybersecurity audits, respond to breaches, and advise on risk mitigation strategies. Due to limited internal capacity, the MSP must assume a leadership role in defending Municipal systems against evolving cyber threats.

5. SERVICE DELIVERY EXPECTATIONS

Should there be a repeated failure to meet the specified service levels, the Municipality will issue a formal warning notice to MSP describing the incidents giving rise to the warning notice. If the MSP fails to rectify the poor service levels following receipt of the warning notice to the Municipality's satisfaction, the Municipality may exercise its rights of termination for default pursuant to the Contract.

6. EXCLUSIONS

The successful MSP will not be obligated to supply or sell hardware, licenses, or equipment to the Municipality under this contract. The Municipality may independently procure hardware and software but may request vendor quotes or support for onboarding and setup.

7. MUNICIPALITY CONTRACT REPRESENTATIVE

The Municipality's representative for all matters concerning this Contract and the services shall be appointed at time of contract signature.

8. REGULAR BUSINESS REVIEW MEETINGS

Executive level representatives shall meet in person at regular intervals during the Term and at least annually and at such other times as reasonably requested by the Municipality, to review

matters pertaining to the Contract and discuss Contract performance and other matters relating to the working relationship. At least 2 weeks before the scheduled date for each executive management meeting, the MSP will, in consultation with the Municipality Contract Representative, prepare and send an agenda which will set out the issues to be covered at such meeting. Meetings may be held in person, by phone or by any other mutually acceptable electronic means that allow the Parties to effectively communicate.

9. MUNICIPALITY'S POLICIES

The MSP must comply with the following Municipality policies:

- Municipal Health & Safety Agreement, when attending Municipality premises:
<https://www.kincardine.ca/media/ntrjmplcp/appendix-a-contractor-health-safety-agreement-1.pdf>

INSURANCE AND CONTRACT SECURITY REQUIREMENTS

The following insurance and contract security requirements apply to and form part of the contract:

Insurance Requirements

Insurance	Minimum Coverage Limits	Required Yes/No
<p>Commercial General Liability insurance, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than <i>[see next column]</i> per occurrence, an aggregate limit of not less than <i>[see next column]</i>, within any policy year with respect to completed operations, and a deductible of not more than <i>[see next column]</i>. This policy shall include but not be limited to:</p> <p>(a) Name the Municipality as an additional insured (b) Cross-liability and severability of interest (c) Blanket Contractual (d) Products and Completed Operations (e) Premises and Operations Liability (f) Personal Injury Liability (g) Contingent Employers Liability (h) Owners and MSPs Protective</p>	<p>\$2M per occurrence \$5M minimum aggregate limit within a policy year \$100,000 maximum deductible</p>	YES

<p>(i) Broad Form Property Damage</p> <p>(j) Non-owned automobile liability</p> <p>(k) The policy shall include 30 calendar days' notice of cancellation.</p>		
<p>Professional Liability or Errors and Omissions insurance in the amount of not less than <i>[see next column]</i> providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy deductible shall not exceed <i>[see next column]</i> per claim and if the policy has an aggregate limit, the amount of the aggregate shall be not less than double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall be in place for the Term of the Contract and shall be renewed for 2 years after termination or expiration of the Contract. A certificate of insurance evidencing renewal is to be provided each year. If the policy is to be cancelled or non-renewed for any reason, 30 calendar day notice of said cancellation or non-renewal must be provided to the Municipality.</p>	<p>\$1M coverage \$100,000 maximum deductible</p>	<p>YES</p>
<p>Computer Security and Privacy Liability insurance covering actual or alleged acts, errors or omissions committed by, or on behalf of the MSP, its agents, employees or subcontractors. The policy shall also extend to include the wrongful acts of the MSP, its employees or subcontractors. The policy shall expressly provide, but not be limited to, coverage for the following perils: (i) unauthorized use/access of a computer system; (ii) defense of any governmental authority action involving a breach of privacy; (iii) failure to protect confidential information (including, personal Information and commercial information) from disclosure; and (iv) notification costs, and mitigation costs including but not limited to forensics, public relations, and identity restoration costs. The policy(s) shall have limits of liability of at least <i>[see next column]</i> per occurrence or event and <i>[see next column]</i> in the aggregate. If the policy is to be cancelled</p>	<p>\$2M per occurrence \$5M in the aggregate</p>	<p>YES</p>

or non-renewed for any reason, 30 calendar day notice of said cancellation or non-renewal must be provided to the Municipality.		
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Additional Insurance Clauses

Certificate of Insurance. The MSP shall provide a Certificate of Insurance evidencing the required coverage before the commencement of Work and shall be required to ensure the coverage is maintained throughout the Term of the Contract. Any claims-made policy needs to be maintained for at least 24 months following termination or expiration of the Agreement.

Additional Insured. At MSP's sole expense, the Municipality, its affiliates and each of their respective officers, councillors, directors, agents and employees shall be named as Additional Insureds on a primary basis on all liability policies with the exception of professional liability/errors and omissions.

Primary Coverage. The MSP's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Municipality.

Notice of Cancellation or Changes. Except as otherwise approved by the Municipality, the policies shall be endorsed to provide the Municipality with not less than 30 calendar days written notice in advance of any cancellation, change or amendment which restricts coverage such that the Contract requirements are no longer met.

Insurance Not to Affect Other Contract Obligations. Insurance procured by MSP shall not reduce or limit MSP's contractual obligation to indemnify and defend the Municipality as provided in the Contract.

PART 3: CONTRACT**CONTRACT FOR IT SERVICES**

Effective Date	
Municipality	Corporation of the Municipality of Kincardine, an Ontario municipality having offices at 1475 Concession 5, Kincardine, Ontario N2Z 2X6
Managed Services Provider (MSP)	
RFx Title/Number	

CONTRACT REPRESENTATIVES

For Municipality:		For MSP:	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Address for Notices		Address for Notices	

1. **Contract Documents.** The contract between the Municipality and MSP for the supply of consulting services is comprised of the following documents (collectively, the “**Contract**”):
 - a) This document;
 - b) Attachment A - Scope of Work;
 - c) Attachment B – Fee Schedule;
 - d) The MSP’s proposal (the “**Bid**”).

Where a document listed above is not physically attached to the Contract, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list. If the Bid is the result of a competitive solicitation process, any assumptions, conditions, restrictions, or qualifications in the Bid are of no force or effect.

2. **General.** MSP shall provide the services and deliverables outlined in the Contract (together, the services and the deliverables are the “**Work**”) at the prices set out in Attachment B (the “**Price**”), in accordance with the terms of the Contract.

3. **Contract Term.** This Contract is effective as of the Effective Date noted above and shall continue for a period of 3 years. The Municipality may, in its sole discretion by written notice to MSP, extend the term of this Contract for up to 3 years, which optional extension may be effected in a single or multiple Contract extensions. Together the initial term and any extension thereof is the "**Term**".]
4. **Personnel.** MSP must only use qualified personnel to perform the Work. The Municipality may at any time order the removal of any personnel on reasonable grounds including, without limitation, for acts of negligence or misconduct, lack of qualifications, or a violation of the Municipality's applicable workplace policies. If such an order is made, MSP shall immediately remove the person from the Work and shall secure an equivalent replacement to be approved in writing by the Municipality. When requesting approval for a replacement, MSP must demonstrate the equivalency of the replacement. The approval request must be sent at least 7 calendar days prior to the change in personnel. The MSP shall bear the cost of training and orienting a replacement personnel to the level of the replaced personnel.
5. **Delivery Dates.** MSP shall perform the Work and provide any deliverables in accordance with the schedule set out in the Scope of Work, as may be modified with the Municipality's prior written approval ("**Work Schedule**"). MSP must notify the Municipality as soon as it becomes aware that it cannot meet the Work Schedule and propose a revision to the Work Schedule. If accepted by the Municipality in writing, the proposed revision shall become the new Work Schedule. If the revised Work Schedule is not acceptable the Municipality, in addition to other rights and remedies it has under the Contract, the Municipality may terminate the affected Work without penalty or payment of cancellation fees.
6. **Inspection and acceptance.** The Municipality shall have 14 calendar days following receipt to inspect and accept the Work, failing which acceptance is deemed. Where the Municipality rejects the Work, the Municipality may exercise any one or combination of the following remedies at its option, without liability and at the MSP's expense: (a) require the MSP to promptly reperform or replace the rejected Work; (b) obtain a full refund; (c) terminate the Contract.
7. **Prices and Price Increases.** The Prices are exclusive of Canadian GST/HST and PST and inclusive of any other taxes, duties, fees, including brokerage fees and levies that may be imposed on MSP. Hourly rates and other pricing shall remain fixed for the Term, and the total price for the Work, if any, indicated in Attachment B is the maximum amount payable by the Municipality under this Contract. Where no pricing is specified for an extension term, the increase must not exceed the Canadian Consumer Price Index as published in the month prior to the notice. Travel and incidental expenses will only be reimbursed if expressly set out in Attachment B and agreed to in writing by the Municipality prior to such expense being incurred.
8. **Timely Invoicing and Payment.** Unless otherwise expressly stated in Attachment B, MSP must submit invoices for accepted Work on a monthly basis for Work delivered in the previous month based on the pricing set out in Attachment B. All Work must be invoiced within 90

calendar days after expiry of the acceptance period in this Contract or expiration or termination of the Contract, whichever is earlier. Undisputed invoices issued within the foregoing time frame will be paid within 30 calendar days of receipt of a proper invoice. Invoices must be submitted to the attention of Accounts Payable at the address set out above or by email at AccountsPayable@kincardine.ca and must reference the Municipality's purchase order number and describe the Work provided and dates provided. For Services billed on time and materials basis, charges for time worked each day in the period must be shown along with the name of personnel performing the Services and for each line item the dollar amount (if applicable). Sales taxes payable by the Municipality must be shown as separate items, and the MSP's HST or other tax registration number. Unless otherwise agreed, MSP must complete the Municipality's forms to enable payment by electronic funds transfer. The Municipality may set-off against any amount due to MSP, such sums owed by MSP to the Municipality. The Municipality will not pay for any Work delivered in excess of that required by the Contract unless the Municipality has expressly agreed to purchase such additional work in writing in advance.

9. **Taxes.** Where any amounts due are subject to any Canadian legislated deduction, withholding or similar tax, the Municipality will deduct or withhold the necessary amount unless MSP provides acceptable documentation clearly confirming such withholding is not required. The Municipality will not pay GST/HST or PST unless such taxes have been so identified on the invoices submitted to the Municipality by MSP. MSP's invoices will not be returned or adjusted by the Municipality to correct errors or omissions in MSP's tax calculations or tax assumptions.
10. **Warranty.** MSP represents and warrants that the Work (a) will be performed in a diligent and professional manner and be of a quality at least equal to that generally accepted in the industry or profession for similar work and (b) will not infringe any intellectual property rights. The MSP shall reperform any Work that does not comply with this warranty. The above warranties, survive inspection, test, acceptance of and payment for the Work and are in addition to any other remedies available to the Municipality at law.
11. **Change Orders.** The Municipality or the MSP may, at any time, propose a change to the Work or Work Schedule, by way of a written change order request to the other party. The change shall only come into effect if the change order request is accepted in writing by both parties. Any change to Price shall be in accordance with the rates stipulated in Attachment B or, where such rates are not listed, then at prices mutually agreed to in writing.
12. **Working on Municipality Property; Clean-up; Storage of MSP Materials.** MSP shall comply with all Municipality policies applicable to parties working on Municipality property or otherwise performing Work on behalf of the Municipality (including without limitation Covid vaccination policies). The MSP shall be responsible for any damage to Municipality property or equipment caused by its personnel, including subcontractor personnel. MSP shall in all cases obtain a pre-approval in writing from the Municipality prior to storing any MSP materials on Municipality property. Storage of MSP material on Municipality property is at the MSP's sole and exclusive risk and the Municipality is not responsible for any damage to, or loss of, MSP's material while stored on Municipality property. MSP shall remove and dispose of any

MSP materials within 5 calendar days of a request from the Municipality, failing which the Municipality may arrange for the removal of such materials.

13. **Conflict of Interest.** MSP represents and warrants that, to the best of its knowledge, neither it or any of its personnel are aware of any facts that give rise to an apparent, potential or actual conflict of interest that may cast doubt on the MSP's impartial and unbiased performance of the Work (a "Conflict of Interest"). Should MSP become aware of any such facts during the Term, MSP is required to promptly disclose the Conflict of Interest to the Municipality. MSP accepts that a failure to promptly disclose a Conflict of Interest or to take steps, as required by the Municipality, to manage a Conflict of Interest, may constitute a material default of MSP's obligations under this Contract.

14. **Termination**

- i. **For Default.** A non-defaulting party may immediately terminate this Contract if: a) the defaulting party has been provided with written notice of a breach of contract and has failed to cure the breach to the non-defaulting party's satisfaction within 10 calendar days; b) the other party is adjudged bankrupt, makes a general assignment for the benefit of creditors because of insolvency, or if a receiver or trustee in bankruptcy is appointed.
- ii. **For Convenience.** The Municipality may at any time and for any reason terminate the Contract, in whole or in part, without any liability for such termination except as expressly stated in this Contract. If the Municipality terminates the Contract pursuant to this subsection, the MSP shall make reasonable efforts to mitigate all costs associated with such termination. The Municipality shall pay for the Work properly performed up to the date of termination and reimburse reasonable and verifiable non-cancellable materials costs and other reasonable direct costs, if any, incurred as a result of the termination for convenience.
- iii. **Suspension.** The Municipality may at any time suspend the Work, in whole or in part, by written notice to the MSP without liability to the MSP except as set out in this subsection. The MSP shall promptly resume the Work only upon written notice from the Municipality. If the suspension period exceeds 30 consecutive days, not due to any act or default of the MSP, the MSP may elect to declare the Contract terminated by issuing a notice to terminate the Contract to the Municipality. In the event of a termination pursuant to this subsection, the MSP shall be paid as if the Contract was terminated for convenience by the Municipality.
- iv. **Obligations Following Termination.** Upon termination, if requested by the Municipality and if the applicable Work has been paid for, the MSP shall promptly provide to the Municipality all work in progress relating to such Work together with any other documentation or information necessary for the Municipality to complete or have the

Work completed. If work in progress is delivered to the Municipality, it is delivered on an "as is" basis, and without any warranties from the MSP.

- v. **Maximum Payment to MSP.** The Municipality shall not be liable to the MSP for costs or damages arising from suspension or termination of the Contract except as explicitly set out in this section. The total aggregate payments to MSP under this Contract, including any other payment already made, shall under no circumstances exceed the maximum fees to be paid for Work for the then current Term.
15. **Liability.** Neither party shall be liable to the other party for lost profits, lost opportunity, special, consequential, incidental, exemplary or indirect costs from any cause whatsoever, even if advised of the possibility of such costs or damages. A party's indemnification obligations as set out in this Contract are excluded from this limit on liability.
 - a) **Indemnity.** MSP shall indemnify and hold harmless Municipality, its employees, the mayor, councilors, officers and agents (collectively "Municipality Personnel") from and against any claims, demands, regulatory inquiries and related damages, losses, costs and expenses, including legal fees (collectively, "Claims and Costs") arising from: (i) negligent acts or omissions; (ii) infringement or alleged infringement of third-party intellectual property rights; (iii) personal injury (including bodily injury or death) or damage to property; (iv) breach of confidentiality or privacy provisions of the Contract; or (v) breach of applicable laws as each is attributable to the acts or omissions of MSP, its officers employees, directors, officers, subcontractors, suppliers and other representatives. MSP shall have no obligation pursuant to this section to the extent that the Claims and Costs arise from the negligent acts or omissions of Municipality Personnel.
 16. **Intellectual Property.** In exchange for the consideration provided to MSP, the Municipality is assigned all intellectual property rights in the delivered Work, including without limitation documents, software, artistic works or other materials or information and delivered pursuant to this Contract except to the extent the deliverables include proprietary items and materials that existed prior to the Effective Date (such pre-existing works are the "**Pre-Existing Materials**"). The Municipality is hereby granted a perpetual, paid-up, royalty free, irrevocable license to such Pre-Existing Materials to the fullest extent required by the Municipality to make use of the Work for the Municipality's internal purposes and for any additional purpose as may be expressly contemplated by this Contract. MSP agrees to execute any assignment, conveyance, or any other assurance necessary to give effect to this Section.
 17. **Confidentiality.** A party's (the "discloser") information that any person would reasonably consider to confidential that is provided to the other party (the "recipient") will be treated as confidential and only used for the Work except for (a) information that is in the public domain; (b) was already in the possession of recipient at time of disclosure free of any obligations of confidentiality; (c) is lawfully disclosed to recipient by a third party without any obligation of confidentiality; (d) was developed by recipient without reference to the discloser's confidential information. All information distributed and collected with respect to the Contract, including this Contract, is subject to the Municipal Freedom of Information and Protection of Privacy Act, RSO and may need to be disclosed at law. In the event a request is

made to produce discloser's confidential information to a third party, the recipient shall notify the discloser so that the discloser may take measures to protect its confidential information from disclosure. Notwithstanding any term to the contrary, the Municipality will comply with any legal disclosure requirements under applicable laws.

18. **Municipality Property, Publicity and Privacy.** All Municipality property supplied to MSP to perform the Contract: i) will be used solely for the purpose of carrying out the Work and for no other purpose; ii) will remain the property of the Municipality; and iii) will be promptly returned or destroyed at the Municipality's request at the expense of MSP. MSP shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Municipality, for the protection of such property. MSP shall not use the Municipality's name in any public statement or publicize the fact the parties are doing business, without the prior written consent of the Municipality. MSP agrees that, unless otherwise agreed in writing by the Municipality, all sensitive personal and security sensitive information disclosed by the Municipality, or managed, accessed, collected, used, retained, created or disposed of in order to fulfill the requirements of the Contract will at all times be stored on segregated, stand-alone information systems in Canada unless otherwise approved in writing by the Municipality.
19. **MSP Records and Audits.** MSP shall keep all books and records pertaining to the Work including costs for a period of 7 years following the expiration or termination of the Contract. The Municipality, or its authorized representative, shall have the right to inspect, review and/or audit such books and records upon 5 calendar days' notice to the MSP, at no cost to the Municipality. Where such audit or inspection discloses an overpayment by the Municipality, the MSP shall be responsible for repaying such overpayment forthwith.
20. **Subcontracting.** Unless otherwise prohibited in the Scope of Work, MSP may subcontract portions of the Work provided that the MSP obtain the Municipality's prior written consent. Notwithstanding the foregoing, the MSP shall remain liable for all Work performed and its subcontractors' compliance with the Contract.
21. **Notices.** Each party shall deliver notices under this Contract in writing and addressed to the other party at the addresses set forth on the first page of this Contract or to such other address that may be designated by the receiving party from time to time in accordance with this section. Each party shall deliver notices by personal delivery, regular mail, nationally recognized overnight courier (with all fees prepaid) or email. Notices shall be deemed received on the date of delivery by hand; 7 calendar days following posting in regular mail; upon confirmed delivery by the courier service; and, if by email, when the recipient party confirms by whatever means that it has received the notice. Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this section.
22. **Governing Law and Competent Court.** The construction, interpretation and performance of the Contract are governed by the applicable laws of the Province of Ontario and Canada, without regard to conflicts of laws principles. The parties attorn to the exclusive jurisdiction of Ontario courts in all matters arising under this Contract.

23. **Miscellaneous.** MSP is contracted as an independent contractor and not as agent, joint venturer or employee of the Municipality. MSP shall at all times comply with applicable laws at MSP's sole expense. Nothing in this Contract grants MSP the right to exclusively provide the Work and the Municipality may contract with others for the same or similar work. Any delay by a party in the exercise of any right or remedy provided herein shall in no event be deemed to be a waiver of such right or remedy. To be valid, any waiver must be made in writing expressly referencing the Contract. If any provision of the Contract is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed, and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent. The Municipality may assign its rights and obligations under the Contract without requiring any notice to or consent from MSP. MSP may not assign or transfer any right or obligations hereunder without the prior written consent of the Municipality, which consent shall not be unreasonably withheld. The indemnity shall be in addition to and not in lieu of any insurance required to be provided by the MSP in accordance with this Contract. The warranty, indemnity and other provisions reasonably intended to survive termination or expiration of the Contract shall survive. This Agreement may be executed by electronic signature, or signed by hand and scanned, and delivered in any number of counterparts which, together, shall constitute one and the same instrument. Once signed, a copy or electronic version of the document will have the same force and effect as the original document. Les parties ont accepté que ce document soit rédigé en anglais. The parties have agreed that this document be prepared in the English language.

IN WITNESS WHEREOF, this Contract has been executed by the undersigned authorized representatives of each party.

**The Corporation of the Municipality of
Kincardine**

MSP Legal Name

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

SECOND SIGNATURE:

The Corporation of the Municipality of Kincardine

Name: _____

Title: _____

Signature: _____

Date: _____

**BIDDER'S
WORKBOOK**

BIDDER'S WORKBOOK

Introduction

The Bidder's Workbook explains how Bids will be evaluated and ranked, provides pre-bid meeting instructions (if any), and includes the forms to be completed and submitted by the Bidder. Bidders must use the forms in the Bidder's Workbook when preparing their Bid.

Bid Evaluation and Ranking Method

Ranking will be based on the lowest priced Bid that achieves the minimum required score for each component of the evaluation.

Submission Document	Evaluation Method	Minimum Required Score
Mandatory Requirements	Pass/Fail	Pass
Technical Bid	Scored out of 100 Points	70 out of 100 (70%)
Down selection – Up to Top 3 Bidders		
BAFO	Scored out of 100 Points	
• Revised Technical Bid (if applicable)	Scored out of 100 Points	70 out of 100 (70%)
• Financial Bid	Scored out of 50 Points	-
Successful Bid	Bid with Highest BAFO Total Points (Technical + Financial)	

Bids will be evaluated and ranked in accordance with the following steps:

Mandatory Requirements

Bids will be reviewed to ensure they meet minimum mandatory requirements. Bidders must confirm compliance with the mandatory requirements set out in the Mandatory Requirements Form and submit any information required to demonstrate compliance. If a Bidder confirms compliance with a mandatory requirement and the response is found to be inaccurate or misleading, the Bid may be disqualified. If a mandatory requirement is not satisfied, the Bid will be disqualified and will not proceed any further.

Technical Bid Evaluation and Down-Selection

Technical Bids will be evaluated based on the criteria, weightings and rating scale described in the Technical Bid Form. References may be contacted upon identifying the top scoring Bidders to determine whether they will proceed to the BAFO phase below.

Only up to the top 3 Bidders achieving the minimum required score of 70% on the Technical Bid Evaluation will proceed to the BAFO step below. Bidders not achieving the minimum required score will be disqualified. If no bid achieves 70% the Municipality may nonetheless invite up to

the top 3 scoring bidders to proceed to BAFO notwithstanding the failure to meet the minimum score.

BAFO: Consultations / Best and Final Offer (with Pricing)

The Municipality will arrange confidential consultations with the Bidders selected to proceed to BAFO. The consultations are intended to allow for Bidders and the Municipality to develop a common understanding of the Bidders' commercial offerings and price structures to help the Municipality achieve optimal service and price certainty in a final Bid from each Bidder with a view to refining the Scope of Work and the Financial Bid Form for the procurement.

Bidders will be provided with an agenda for each meeting and questions in advance.

After the conclusion of the consultation sessions, the Municipality may issue a revised Scope of Work to Bidders, along with a Financial Bid Form.

Bidders will be provided 1 week to submit a BAFO Bid that allows updates to Parts 3 and 4 of the Technical Bid Form and includes a Financial Bid Form.

Ranking

Following receipt of BAFO Bids, the Municipality will score each Bid. Financial scores will be scored based on a relative formula as follows: (Maximum Points Available) multiplied by (Low Bidder Total Bid Price) divided by (Bidder's Total Bid Price).

Total points will be tabulated.

Bidders will be ranked with the top ranked Bidder being the Bid with the highest score.

Bidder with the highest score will proceed to contract discussions.

Bid Submission Forms

The following Bid Submission Forms must be used in the preparation of Bidder's Bid package:

FORM	REQUIRED?
Mandatory Requirements Form	YES
Technical Bid Form	YES
Reference Form	YES
Submission Form	YES

Mandatory Requirements Form

Bidders must confirm compliance with the Mandatory Requirements set out below and submit any information required to demonstrate compliance.

Mandatory Requirements	Information Required to Demonstrate Compliance
A service provider organization with a minimum of 5 years of relevant experience providing similar IT MSP services.	YES/NO
A list of up to 3 similar engagements that is current.	Completed Reference Form.
Capability to provide 1 business day or shorter response time for deploying local on-site technical support to the Municipality of Kincardine.	YES/NO

Technical Bid Form

Instructions to Bidders

Bidders must complete the table(s) below and submit this completed form as their Technical Bid. The Municipality will accept Bids packaged using reproductions of the below tables provided that in the event of any conflict or inconsistency, or typographical error between the RFP table and the reproduced table, the RFP table will prevail.

** Cautionary Note for Existing and Prior MSPs **

If the Bidder has previously contracted with the Municipality, the Bidder must not assume that its Bid will be evaluated based on the Municipality's existing knowledge of the Bidder's products, services, experience, or qualifications. Each Bid will be evaluated based on the actual Bid contents.

Rating Scale

For Bidder's information, this is the scale that will be used by the Municipality to rate responses.

Rating Scale Used to Score Responses		
Rating (% of available points)	Bidder Response	Description
0%	No Response	Response was not provided
20%	Very Poor Response	Response provided but information is very limited or not relevant to the evaluation criteria.
40%	Poor Response	Response does not satisfy the evaluation criteria or align with stated preferences or expectations and/or details provided are unclear.
60%	Satisfactory Response	Response generally satisfies the evaluation criteria but lacks detail and does not provide clear justifications for deviations from stated preferences or expectations.
80%	Good Response	Response satisfies the evaluation criteria, provides sufficient detail and provides clear and compelling justifications for deviations from any stated preferences or expectations
100%	Excellent Response	Response is detailed and comprehensive, clearly and completely satisfies the evaluation criteria, and meets or exceeds any stated preferences and expectations.

Overview of Technical Bid Evaluation Criteria	Weighting (Out Of 100 Points)
1. COMPANY BACKGROUND AND CAPACITY	20
2. PERSONNEL QUALIFICATIONS AND EXPERIENCE	20
3. SERVICE MODEL ALIGNMENT TO MUNICIPALITY'S NEEDS	60
Maximum Points Available for Technical Bid	100

TECHNICAL BID FORM - Requested Bidder Information & Evaluation Criteria

1. COMPANY BACKGROUND AND CAPACITY	Maximum Points: 20
<p>Requested Information:</p> <p>Bidders should provide the following information for evaluation:</p> <ul style="list-style-type: none"> (a) A description of the Bidder's firm, office locations, how many years the firm has been in business, number of employees and range of services currently offered. (b) A description of the Bidder's experience and expertise as it relates to the provision of managed IT services equivalent to those set out in the Scope of Work, including but not limited to Information Technology Maintenance and Support. (c) A list of current and past public sector clients (preferably in Ontario) including the number of years the Bidder has worked with each client. <p>Criteria to be Evaluated (weighted equally):</p> <p>The Bidder's response will be assessed based on the following sub-criteria:</p> <ul style="list-style-type: none"> • The suitability of the breadth and scope of the services generally available from the firm. • The relevance of Bidder's experience and expertise in relation to the Municipality's IT systems and infrastructure, and the Scope of Work. • The number of years and amount of experience and expertise of the firm providing services of a similar size and scope to similar clients. <p>Bidders Response:</p> <p><Insert Bidder's Response></p> <p><i>(Bidders to note: hyperlinks or website references should not be used and will be disregarded if used. Additional materials referenced in the response but provided as a separate document should</i></p>	

be clearly identified in the document file name. If incorporated in the Technical Bid .pdf, the attachment should be appropriately identified by using a name like "Technical Bid - Appendix [#]".)

2. PERSONNEL QUALIFICATIONS AND EXPERIENCE	Maximum Points: 20
<p>Requested Information:</p> <ul style="list-style-type: none"> (a) Provide CVs for all key personnel, including certifications (e.g. Microsoft, Cisco, cybersecurity, etc.) and experience with the MSP (how long have they been employed by the MSP), and experience with other municipalities or similar government clients. (b) Describe the structure and members of the proposed Bidder team that will be assigned to the contract. Include internal reporting lines for each team member and provide a description of the role and responsibilities of each person as team member. (c) Describe any qualifications and experience for key personnel with regards to SCADA and PLC maintenance, configuration, and support. <p>Criteria to be Evaluated (weighted equally):</p> <p>The Bidder's response will be assess based on the following sub-criteria:</p> <ul style="list-style-type: none"> • Key Individual(s) each satisfy any minimum criteria set out in the SOW, have the relevant experience and demonstrated experience performing similar roles on previous similar projects. • Clear roles and responsibilities, reporting lines and accountability structure for all team members. 	
<p>Bidders Response:</p> <p><i><Insert Bidder's Response></i></p> <p><i>(Bidders to note: hyperlinks or website references should not be used and will be disregarded if used. Additional materials referenced in the response but provided as a separate document should be clearly identified in the document file name. If incorporated in the Technical Bid .pdf, the attachment should be appropriately identified by using a name like "Technical Bid - Appendix [#]"</i>.)</p>	

3. Service Model	Maximum Points: 30
<p>Requested Information:</p> <p>Bidders should provide the following information for evaluation:</p> <p>With regard to Part 2 – Scope of Work and all the requirements, describe how the Bidder, if selected, would organize its team and resources to delivery quality, on-time services that meets the municipality's requirements including:</p> <ul style="list-style-type: none"> a) An organizational diagram or explanation showing the teams from each bidder's organization and the municipality and how they will work together during the term of the Contract; b) Roles and responsibilities of each the Bidder/MSP and the municipality key individuals; c) The ability to provide on-site support locally to Kincardine, and response times from receipt of the Municipality's call for on-site support, including the information on the travel radius of the Bidder's technicians; d) Describe systems, including IT systems, in place to support effective service delivery and describe how these are maintained to ensure consistency in service delivery. e) Describe the organization's capacity and expertise in cybersecurity and managing cybersecurity risks as well as protocols in place to keep up with evolving threats; f) An understanding of the Initial Setup work to be performed and approach. This should include the approach to be used to gain an understanding of the Municipality's structure and systems as well as a proposed schedule and any specific techniques or processes to be used initially and on an ongoing basis. Provide an estimated workplan for the set up from kickoff to go-live, including the time it will take for the MSP to be fully operational to support the Municipality. g) A description of the methodology to be used for keeping the Municipality abreast of any changes in the Information Technology landscape, new technologies, or legislation that would impact the systems of the Municipality. <p>Criteria to be Evaluated (weighted equally):</p> <p>The Bidder's response will be assess based on the following sub-criteria:</p> <ul style="list-style-type: none"> • Clearly articulated governance structure that supports effective service delivery without unduly burdening the municipality's resources. 	

- Effective systems and attention to maintaining these systems exists to support service delivery.
- Realistic approach to the initial set up work.

Bidders Response:

<Insert Bidder's Response>

(Bidders to note: hyperlinks or website references should not be used and will be disregarded if used. Additional materials referenced in the response but provided as a separate document should be clearly identified in the document file name. If incorporated in the Technical Bid .pdf, the attachment should be appropriately identified by using a name like "Technical Bid - Appendix [#]".)

4. Service Alignment – Core Services included in Fixed Monthly Fee Referring to the Scope of Work, for each Core Service area, confirm that the minimum scope is included in the core services and if not, provide details on deviations:		Maximum Points: 30
Core Service	Included in Core Services for ALL IT Systems? If not, explain deviations.	
1A. Help Desk (Tier 1–2) / Remote support with on-site support		
1B. Network Monitoring and Management		
1C. Security Monitoring and Incident Response		
1D. Backup and Recovery		
1E. Infrastructure Management		
1F. Routine Maintenance and Updates		
1G. Asset and Inventory Management.		
1H. Change Management		
1I. Reporting and Account Management		
1J. Compliance Support		

Financial Bid Form

The Municipality will discuss the typical approach to pricing used by each of the top 3 bidders during the BAFO process and will explore opportunities to obtain price certainty for the core services over the period of the contract. A Financial Bid Form will be developed for use in the BAFO following those discussions.

Reference Form

Three relevant references must be provided. The Municipality may elect to contact one or more references as a condition of finalizing the list of bidders to be invited to participate in a BAFO phase. References will be asked to verify the information on the form and to answer the following two questions:

- (a) Overall, did the Bidder generally meet the organization's expectations and requirements?
- (b) Would you work with this Bidder again in this capacity?

To "pass" the reference check, the Bidder's references must confirm the accuracy of the information provided by the Bidder in the Reference Form and provide a positive response to questions above.

If a reference cannot be reached within a reasonable time or is unable or unwilling to provide a reference for any reason, the Bidder will be given one opportunity to provide an alternate reference. If the alternate reference can not be reached within a reasonable period of time or is also unwilling or unable to provide a reference, the selected Bidder will fail the reference check and will not proceed to the next phase.

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	
Description of Project (project size, completion date, role of Bidder):	
Location:	

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	

Phone number:	
Engagement title:	
Description of Project (project size, completion date, role of Bidder):	
Location:	

Reference Organization name:	
Reference Contact person:	
Address:	
Email:	
Phone number:	
Engagement title:	
Description of Project (project size, completion date, role of Bidder):	
Location:	

Submission Form

1. Bidder Information

The full legal name of the Bidder:	
The jurisdiction under which the Bidder was incorporated or otherwise established:	
Bidder Address:	
Bidder Contact Person (name, title):	
Telephone:	
Email:	

2. Confirmation of Submission Forms

FORM	CONFIRM INCLUDED
Mandatory Requirements Form	<input type="checkbox"/>
Technical Bid Form	<input type="checkbox"/>
References Form	<input type="checkbox"/>

Important Notes

- Bids must be formatted using the Bidder's Workbook forms and should be submitted as .pdf documents. While the .pdf documents may be either grouped together or submitted separately, the Financial Bid should always be submitted as a standalone .pdf form.
- If an external document is referenced in any Bidder responses, it is preferred that the document be submitted as a separate .pdf document.

3. No Public Statements or Lobbying

The Bidder must not publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the RFP process, or the award of the Contract, without the express prior written consent of the Municipality.

The Bidder must not engage in any form of political or other lobbying whatsoever with respect to this RFP, or otherwise attempt to influence the outcome of the RFP process directly or indirectly by any manner whatsoever other than by submitting a Bid.

A failure to respect the above restrictions may lead to disqualification of the Bidder from the process.

4. Certification: No Collusion or Bid Rigging

The Bidder certifies that:

- (a) the prices in their Bid have been arrived at independently from those of any other bidders;
- (b) the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

5. Certification: No Conflict of Interest or Unfair Advantage

The Municipality will reject a Bid if the Municipality determines there is an apparent, potential or actual conflict of interest or unfair advantage that, in the Municipality's opinion, compromises the integrity of the competitive process or is incompatible with the Bidder's impartial and unbiased performance of the Work, whether or not captured by the questions in this form. The Municipality's determination on this issue will be final. If there is any doubt, the Bidder is expected to ask the Municipality for an opinion on whether a circumstance constitutes a disqualifying unfair advantage or conflict. A failure to do so is at the Bidder's sole and exclusive risk.

The Bidder is required to certify that it does not have a conflict of interest or unfair advantage by answering yes or no to the following statements:

The Bidder has access to confidential information of the Municipality that is relevant to this RFP process and is not available to other Bidders.	<input type="checkbox"/> yes <input type="checkbox"/> no
The Bidder (including any employee or proposed team member) (a) was involved in the development of any of the RFX documents or (b) received advice from someone involved in the development of any aspect of the RFX document.	<input type="checkbox"/> yes <input type="checkbox"/> no
The Bidder (including any employee or proposed team member) has previous or current business or personal relationships with any of the Municipality's elected officials, employees or representatives that could	<input type="checkbox"/> yes <input type="checkbox"/> no

create an appearance of bias or advantage in the Bid process or is incompatible with the impartial and unbiased performance of the Work.	
The Bidder (including any employee or proposed team member) has commitments, relationships or financial interests that could be, or might appear to be, incompatible with the impartial and unbiased performance of the Work.	<input type="checkbox"/> yes <input type="checkbox"/> no
If the answer to any of the above questions is “yes”, please set out the details below:	
<i><Insert details of potential conflict or unfair advantage in this form. Any potential conflict / unfair advantage should be disclosed as soon as possible to avoid an unnecessary expenditure of time preparing a Bid.></i>	

6. Acknowledgement: Confidential Information and MFIPPA

The Municipality will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information, but the Municipality accepts no liability if such information is disclosed.

The Bidder acknowledges that its name and total contract value will be publicly disclosed and that the Bid and any related information may be:

- (a) disclosed to the Municipality's staff, advisors and consultants for the purposes of conducting the RFP process;
- (b) disclosed to the Municipality's elected officials for the purposes of oversight and decision-making; and
- (c) subject to public disclosure in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990 or any other applicable information or privacy legislation.

7. Acknowledgement: Non-Binding RFP Process

The Bidder acknowledges and agrees that:

- (a) The RFP process is non-binding and does not create contractual obligations between the Municipality and the Bidder. There is no intention to enter into what is commonly referred to as “Contract A”, and no contractual relationship will be formed until the Municipality enters into contract with a MSP for performance of the Work.
- (b) The Municipality is not obligated to award a contract to the highest ranked Bidder or any Bidder. The Municipality may accept or reject any Bid and may award a contract to any Bidder for all or part of the Work.

- (c) The Municipality may cancel the RFP at any time prior to execution of a contract for the Work and following cancellation, may re-advertise for new bids or negotiate a contract for the same or similar Work.
- (d) The Bidder is not obligated to enter into a contract with the Municipality and the Bidder may choose to withdraw its Bid at any time during the process.
- (e) The Bidder does not have any right to compensation in connection with the RFP process or its outcome, including claims for Bid preparation costs, loss of profit or loss of opportunity, and the Municipality will not be liable for any claim arising out of this RFP process.

ON BEHALF OF BIDDER, I ACKNOWLEDGE AND ACCEPT THE TERMS OF THE RFP PROCESS:

Signature:	
Name:	
Title:	
Date:	

This form may be executed by hand-written or electronic signature.