



**THE CORPORATION OF THE
TOWNSHIP OF MUSKOKA LAKES**

REQUEST FOR PROPOSALS (RFP)

FOR

**Muskoka Joint Area Municipal
Greenhouse Gas Inventory and Climate Change Mitigation Plan**

Reference #: RFP P-2023-50

RFP Issue Date: June 27, 2023

RFP Closing Date and Time: Submissions must be received by 12:00 p.m. local time on July 25, 2023

RFP Closing Location: Township of Muskoka Lakes Municipal Office
1 Bailey Street
Port Carling, Ontario P0B 1J0

Project Manager: Corey Moore, Manager of Parks, Recreation and Facilities

Notice: Late Submissions Will Not Be Accepted
The lowest or any bid not necessarily accepted

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PART A – INVITATION AND SUBMISSION INSTRUCTIONS TO PROPONENTS

1. Invitation

The six lower-tier Municipalities in the District of Muskoka are looking to prepare a comprehensive Baseline GHG Inventory and Regional Climate Change Mitigation Plan. These tools will serve a number of purposes such as; collect baseline energy consumption information, develop GHG reduction targets, subsequently resulting in the identification of GHG emission and then outline the reduction opportunities and the expected cost savings, based on the benchmarks of the present GHG emissions.

2. Delivery of Bids

The Submission Form, together with all required supporting documentation may be submitted via email to cmoore@muskokalakes.ca no later than 12:00:00 Noon on July 25, 2023. Submissions will be deemed to be officially received by the time stamp issued by the Township of Muskoka Lakes email server.

Submissions received after the official closing time will be declared non-compliant and shall not be considered during the selection process.

Electronic submission shall be no larger than 15MB. Proponents are responsible for confirming that their submission has been successfully received.

OR

Alternatively, the Submission Form, together with all required supporting documentation may be submitted in sealed envelopes and shall be clearly marked with the name of the proponent and sealed with the bid label provided herein, and shall be delivered to the Township of Muskoka Lakes at the Reception Desk at 1 Bailey Street, Port Carling, Ontario, POB 1J0, on or before 12:00:00 Noon, Local Time on July 25, 2023.

A submission delivered in hard copy will require three (3) hard copies, one (1) marked original and two (2) marked copy and one (1) electronic copy of the submission on CD or flash drive in an unrestricted, single PDF format.

Proponents are advised to deliver their bids well before the deadline. Making submissions near the deadline is done at the Proponent's own risk.

Bids time stamped 12:01 p.m. or later on the day of the Bid Deadline shall be declared non-compliant and shall be returned unopened.

Bids delivered in person, or by a courier service that are not delivered to the designated location by the proponent or courier service may be rejected.

Delivery of the bid through a courier service shall be the responsibility of the proponent and shall result in the bid being rejected if:

- a. the Bid is not delivered to the location stated on the envelope;
- b. the statement "BID DOCUMENT ENCLOSED" is not visible; and/or
- c. the bid envelope is delivered to the Reception desk after the Bid Deadline.

3. Summary of Events

| Task | Date |
|---|------|
| Date of Posting | |
| Deadline for Receipt of Questions | |
| Issue Answers on or Before | |
| Submission Deadline | |
| Evaluation and Recommendation of Award (e.g., Evaluation Committee Review of Submissions, Reference Checks, Individual Scoring, Interviews, Group Consensus on Scoring) | |

Note: Although every attempt will be made to meet all dates, the Township of Muskoka Lakes reserves the right to modify any or all dates at its sole discretion.

4. Inquiries

All inquiries concerning this RFP, including scope of work, process and results, will be made **in writing** (e-mail) by the date listed above, to:

Corey Moore
Manager of Parks, Recreation and Facilities
Township of Muskoka Lakes
cmoore@muskokalakes.ca

Inquiries shall not be directed to any other Township employees. No clarification requests will be accepted by telephone.

5. Omissions, Discrepancies and Interpretations

Should a proponent find omissions from or discrepancies in any of the proposal documents or should they be in doubt as to the meaning of any part of such documents, the proponent should notify the Township, in writing before the proposal is submitted and not later than the deadline for receipt of questions. If the Township of Muskoka Lakes considers that a correction, explanation or interpretation is necessary or desirable, the Township of Muskoka Lakes will issue an addendum.

The Township/lower-tier Municipalities shall not be held liable for any errors or omissions in any part of this document. While the Township/lower-tier Municipalities have used considerable efforts to ensure an accurate representation of information in this document, the information contained herein is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Township/lower-tier Municipalities, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Township/lower-tier Municipalities from forming its own opinions and conclusions with respect to the matters addressed in this document.

Addenda, if required, will be issued by the Township of Muskoka Lakes and shall hereby form part of this RFP. Failure to acknowledge the addendum/addenda issued may result in a non-

compliant submission. All addenda should be issued forty-eight (48) hours before the closing date and time. All addenda will be posted to the Township of Muskoka Lakes website and/or Biddingo.com. It is the responsibility of the proponent to have received all addenda that have been issued by the Township of Muskoka Lakes. No oral explanation or interpretation will modify any of the requirements or provisions of the documents. The Township//lower-tier Municipalities will assume NO responsibility for oral instructions or suggestions.

6. Withdrawal and Amendment of Proposals

Proponents may withdraw their proposal at any time up to the official closing time by submitting a letter, signed by an authorized representative on their company letterhead, to the RFP contact.

Proponents may amend their proposal up to the official closing time by withdrawing their proposal and submitting a new proposal.

7. Proposal Preparation and Cost

All expenses incurred through the preparation and submission of a bid or in providing any additional information necessary for the evaluation of the bid by the Township/lower-tier Municipalities shall be borne by the proponent. The Township/lower-tier Municipalities will not return the proposal or any accompanying documents submitted by a proponent.

8. Completion of Submission Form

Proposals are required to be accompanied by the Submission Form included in this proposal package, together with any further forms or sheets which proponents are instructed elsewhere herein, or in any addendum hereto, to include with their proposals. Proponents may retain the rest of the proposal documents issued to them.

All entries accompanying the Submission Form shall be in ink or typewritten, with original signatures.

PART B – TERMS AND CONDITIONS OF THE RFP PROCESS

9. Reservation of Rights and Privilege

The Township/lower-tier Municipalities has the right to cancel this RFP at any time and for any reason without any liability to any proponent.

The Township//lower-tier Municipalities reserve the right to award the Contract in its entirety or in part, to one or more Proponents, in accordance with the RFP.

The Township/lower-tier Municipalities have the right to waive strict compliance with the terms of the RFP if, in the opinion of the Township/lower-tier Municipalities, the non-compliance does not affect the Proposal in any material way, with materiality to be determined in the sole discretion of the Township/lower-tier Municipalities.

The Township/lower-tier Municipalities reserve the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- a. accept a Proposal other than the lowest cost Proposal or reject the lowest cost Proposal;
- b. cancel this RFP at any time, either before or after the Submission Deadline;
- c. accept or reject any and all Proposals, whether in whole or in part;
- d. accept the Proposal deemed most favourable to the interest of the Township or that may provide the greatest value and benefit to the Township/lower-tier Municipalities based upon and not limited to:
 - i. price
 - ii. ability
 - iii. service
 - iv. past experience
 - v. past performance
 - vi. qualification
- e. waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Submission Form or Proposal Submission.

The Township/lower-tier Municipalities may consider the total Bid price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in determining which proposal best meets its needs and interests.

The Township/lower-tier Municipalities reserves the right to seek clarification of the contents of any Proposal, or to require a Proponent to submit further documentation.

In its evaluation of the Proposals, the Township/lower-tier Municipalities may consider the following:

- a. information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- b. information received in response to enquiries made by the Township of Muskoka Lakes of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent;
- c. the experience and qualification of the Proponent's senior management, and project management;

- d. the compliance of the Proponent with the Township of Muskoka Lakes requirements and specifications; or
- e. Proponents with known poor safety records or with inadequate qualifications or equipment shall not be considered for award.

The Township/lower-tier Municipalities reserves the right to verify any information from third parties and receive additional information regarding any Proponent, its directors, officers, shareholders or owners, and any other party associated with the Proposal, as the Township may require.

The Township/lower-tier Municipalities has the right to reject any Proponent who is involved in litigation with the Township/lower-tier Municipalities or any of the other municipalities participating in the project.

If only one Proposal is received, the Township/lower-tier Municipalities has the right to elect to:

- a. open the Proposal;
- b. not open the Proposal and cancel the RFP;
- c. open and reject the Proposal and cancel the RFP, if the Proposal is over budget.

If no Proposals or no compliant Proposals are received, the Township/lower-tier Municipalities has the right to elect to:

- a. cancel the RFP and reissue the Proposal Document at a later date;
- b. cancel the RFP and to single source the works to any one person or entity whatsoever at its sole discretion.

By submitting a Proposal, the Proponent acknowledges the Township/lower-tier Municipalities rights under this Section and absolutely waives any right or cause of action against the Township/lower-tier Municipalities, by reason of the Township of Muskoka Lakes failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence or otherwise.

10. Procurement Process Non-binding

10.1 No Contract and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Township/lower-tier Municipalities will have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

10.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective service providers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Township/lower-tier Municipalities by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

10.3 *Non-binding Price Estimates*

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Township/lower-tier Municipalities to enter into an agreement for the Deliverables.

11. Estimated Quantities

The proponent understands and accepts that the quantities shown in the RFP Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required at the discretion of the Township/lower-tier Municipalities.

12. Statement of Understanding

Each proponent shall be deemed to have carefully examined the RFP prior to submitting their response, and if the proponent should discover any omissions, errors, discrepancies, ambiguities or other anomalies or have any questions or doubts as to the meaning of any portion thereof, they shall, before submitting a proposal, communicate the same in writing to the Township of Muskoka Lakes.

Each proponent warrants and represents that they have substantial and significant experience in undertaking work of a nature and scope similar to that contemplated herein, and that they possess the competence, skills, experience and expertise required to successfully carry out the work and that in preparing the proposal, they have satisfied themselves that they have secured all necessary information required by a competent, experienced proponent to prepare a responsible and complete proposal.

13. Freedom of Information and Protection of Privacy

Proponents are advised that all written communications received by the Township of Muskoka Lakes as part of this procurement are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

The Township of Muskoka Lakes will use its best efforts not to disclose any information so marked, but shall not be liable to a proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

14. Conflict of Interest

The Township/lower-tier Municipalities may disqualify a proponent for any conduct, situation or circumstances determined by the Township, in its sole discretion, to constitute a conflict of interest, real or perceived.

15. No Lobbying

Any attempt on the part of a proponent, or its employees, agents, contractors, sub-contractors or representatives, to contact an employee of the Township/lower-tier Municipalities, Elected Official or Appointed Officer, other than the designated staff detailed in this RFP, to influence the

purchasing process or subsequent selection, may result in disqualification from the bidding process.

16. Illegal or Unethical Conduct

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

PART C - STANDARD CONDITIONS

17. Contract Negotiation Process

Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the Township/lower-tier Municipalities or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Sample Agreement (Part F) are to form the basis for commencing negotiations between the Township/lower-tier Municipalities and the selected proponent. Negotiations may include requests by the Township/lower-tier Municipalities for supplementary information from the proponent to verify, clarify or supplement the information provided in their proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Township/lower-tier Municipalities for improved pricing or performance terms from the proponent.

18. Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement, the Township/lower-tier Municipalities may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Township/lower-tier Municipalities elects to cancel the RFP process.

19. Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by the Township/lower-tier Municipalities and a proponent, the other proponents will be notified in writing of the outcomes of the RFP process.

20. Insurance Requirements

The following requirements are standard for the Township/lower-tier Municipalities and are included as an indication of the level of coverage which will be sought by the Township/lower-tier Municipalities. All insurance costs related below will be borne by the successful proponent(s).

Successful Proponent Insurance Requirements:

The successful proponent shall provide and maintain during the term of the Contract:

Commercial General Liability insurance subject to limits of not less than Two Million dollars (\$ 2,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include, but not be limited to, bodily injury including death, personal injury, damage to property including loss of use thereof, premises and completed operations, contractual liability, contingent employers liability, owner's protective coverage, non-owned automobile and contain a cross liability, severability of insured clause. The six lower-tier Municipalities (Town of Bracebridge, Town of Gravenhurst, Town of Huntsville, Township of Georgian Bay, Township of Lake of Bays, and Township of Muskoka Lakes) is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.

All policies shall be endorsed to provide the Township with not less than 30 Days' written notice of cancellation.

21. Laws and Regulations

The proponent shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of the agreement.

22. Occupational Health and Safety

The proponent shall be solely responsible for safety on the project and for compliance with the rules, regulations and practices required by the applicable Health and Safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

23. Township/Lower-tier Municipalities Not Employer

The proponent agrees that the Township/lower-tier Municipalities are not to be understood as the employer to any proponent nor to such proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFP document.

24. Accessibility for Ontarians with Disabilities

The proponent shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the Regulations, as amended, with regard to provision of the goods and/or services contemplated herein. The proponent, when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to persons with disabilities. The proponent acknowledges that the Township/lower-tier Municipalities, in deciding to purchase goods or services through its procurement process, is required to consider accessibility for persons with disabilities, when applicable and practical to do so.

25. Indemnification

The proponent shall indemnify and save harmless the Township/lower-tier Municipalities from and against all claims, actions, losses, costs, damages, or other proceedings by whomsoever made, including substantial indemnity legal costs, which the Township/lower-tier Municipalities, its employees, officers or agents may suffer as a result of or in any way caused by negligent acts or omissions by the proponent or any of its officers, directors, employees, or agents, in connection with the Services performed.

26. Termination

In the event the proponent fails to comply with any provision of the agreement or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Township/lower-tier Municipalities, the Township/lower-tier Municipalities may give notice in writing to the proponent of such failure. In the event that the proponent has not remedied its failure within ten (10) days of the said notice, the Township/lower-tier Municipalities shall be entitled to exercise any one or more of the following remedies:

- a. the Township/lower-tier Municipalities may terminate the agreement without further notice and exercise its rights to the performance security, if applicable, provided by the proponent;
- b. the Township/lower-tier Municipalities may withhold any payment due to the proponent hereunder until the Proponent has remedied its failure;
- c. the Township/lower-tier Municipalities may engage the services of others to remedy the proponent's failure, and obtain reimbursement therefore from the proponent. Such reimbursement may be obtained either through deduction from any amount owing to the proponent or through any other legal means available to the Township/lower-tier Municipalities;
- d. the Township/lower-tier Municipalities may assert any other remedy available to it in law or equity; or
- e. the Township/lower-tier Municipalities reserves the right to terminate the contract at any time without cause and without liability upon thirty (30) days written notice.

27. Non-Assignment

The successful proponent(s) may not assign this agreement in whole or in part or any work performed in accordance with the agreement without the prior written consent of the Township/lower-tier Municipalities.

28. Evaluation of Performance

Upon completion of the project, the Township/lower-tier Municipalities may complete an evaluation of the proponent's performance. The evaluation shall be placed on file and a copy of this evaluation may be provided to the proponent. This information may be made available to persons requesting Township/lower-tier Municipalities references for the proponent and also may be reviewed and may form part of the criteria when awarding future bids by the Township/lower-tier Municipalities. In the event of documented poor performance, non-performance or conflict of interest, the Township/lower-tier Municipalities may put the proponent on a no-bid list and will not accept bids from the proponent for up to two (2) years.

The proponent hereby authorizes the maintenance and release of this information.

29. Payment Terms

The Township of Muskoka Lakes standard payment terms are NET 30 days from the date of invoice. To allow for timely payment; the Purchase Order must be referenced on all invoices, where applicable.

All payments will be processed using electronic funds transfer (EFT). If any deviation from the accepted method of payment is necessary, such deviation shall be mutually agreed upon and confirmed in writing by both the vendor and the Township of Muskoka Lakes.

The successful proponent(s) will be required to provide their appropriate banking information to facilitate such payment. This information will not be used for any other purpose.

Remittance advices indicating the invoice number and amount being deposited and the date of deposit are sent via email.

Invoices may be mailed directly to:

Township of Muskoka Lakes

1 Bailey Street, Port Carling ON P0B 1J0
cmoore@muskokalakes.ca

PART D – RFP PARTICULARS

30. Scope of Work

Background

The District of Muskoka is comprised of the District Municipality of Muskoka (the upper-tier) and its six lower-tier Municipalities (Town of Bracebridge, Town of Gravenhurst, Town of Huntsville, Township of Georgian Bay, Township of Lake of Bays, and Township of Muskoka Lakes) as well as the two First Nations (Moose Deer Point First Nation and the Wahta Mohawk First Nation). Muskoka extends from Georgian Bay in the west, to the northern tip of Lake Couchiching in the south, to the western border of Algonquin Provincial Park in the east.

Ontario's Climate Change Action Plan envisions a significant role for municipalities in the effort to reduce greenhouse gas (GHG) emissions. The Province has released a Guideline on Community Emissions Reduction Planning document (April 2018) to help municipalities develop GHG reduction strategies.

In 2021, the District Municipality of Muskoka and the six lower-tier Municipalities declared Climate Emergencies. Further, the six lower-tier municipalities committed to the development of a Climate Action Plan (CAP) in collaboration with each other, and assistance from the District Municipality of Muskoka (the District).

A Regional Working Group was established to coordinate the development of part 1 of 2 of the CAP, being a Regional Climate Change Adaptation Plan (ReCAP). The Regional Working Group was comprised of one representative from each of the five participating lower-tier Municipalities (did not include Township of Georgian Bay and one staff liaison/resource from the District. The approach of an inter-municipal staff team working together ensured that the interests of each lower-tier municipality were taken into account and assisted with the development and writing of the plans. This exercise resulted in the development of Adaptation Action Plans for each lower-tier municipality, which were approved in early 2023, and are now in the implementation phase.

Leveraging the momentum from the success of the collaboration between the lower-tier Municipalities in creating a Regional Climate Change Adaptation Plan (ReCAP), a similar approach has been undertaken to develop part 2 of 2 of the CAP, being a Baseline GHG Inventory for each lower-tier municipality (including Georgian Bay) and a Regional Climate Change Mitigation Plan (RCCMP). In order to reduce each lower-tier municipality's corporate GHG emissions, it is prudent to establish a baseline GHG inventory, which is necessary to create the RCCMP which will be used to ensure the efforts are targeting the highest emission sources within each lower-tier municipality. A collaborative effort will result in a more efficient and effective process to develop a CCMP. This exercise will complement the climate change mitigation work that is currently underway at a community-wide level, which is being led by the District with participation of each of the lower-tier municipalities.

Scope of Work

Task 1 – Baseline GHG Inventory and Forecasting (corporate level, each lower-tier municipality)

The Regional Working Group is looking to prepare a comprehensive Baseline GHG Inventory for each lower-tier municipality for corporate level emissions to be used as a central management tool. This tool will serve a number of purposes such as; collect and analyze baseline energy consumption information and develop GHG reduction targets, subsequently resulting in the

identification of GHG emission indicator and then present opportunities and the expected cost savings. This inventory may also be used to submit to the Federation of Canadian Municipalities Partners for Climate Protection program and should conform to the requirements of the program.

The successful consultant will also assist the Regional Working Group in identifying and seeking funds to expand the scope of the project, where available.

Under Ontario Regulation 25/23, all municipalities must report annual energy consumption and GHG emissions from the operation of specific facilities. The lower-tier Municipalities reportable facilities include administrative offices, buildings, storage facilities, and fleet. A complete GHG emissions inventory consists of corporate sources.

The Baseline GHG inventory will quantify GHG emissions including carbon dioxide, nitrous oxide, and methane as tonnes of carbon dioxide equivalent. Whenever applicable, the GHG inventory values will also be quantified in energy costs and/or fuel consumption data. The inventory will include the six lower-tier Municipalities. The Regional Working Group is looking for a comprehensive inventory with an advanced data collection approach. This will include the development of a custom inventory for each lower-tier municipality.

The selected bidder will work with the Regional Working Group to identify and collect data required. The GHG emissions inventory and forecast will be developed using direct measurement of data where possible aiming to reduce the level of uncertainty associated with inventory values.

The baseline year will be selected based on the year that has the most complete data, which may be 2022 or may be a prior year if that is when the last detailed corporate inventory data was compiled. A baseline year will be developed with the Regional Working Group and will be used for the purposes of the GHG inventory, and eventually for the reduction targets, and reduction strategy.

Forecasts are to be based on projected growth and business-as-usual (BAU) operations at least 10-years into the future for each lower-tier municipality.

A data management memorandum for future inventory reporting purposes is a required deliverable.

Task 2 – GHG Emissions Reductions Targets

The consultant will review the findings of the updated corporate GHG inventory with the Regional Working Group and identify the most significant GHG emission sources. The consultant will provide additional consultation with the Regional Working Group to develop feasible, but ambitious, GHG emissions reduction targets. Delivery of presentations to Councils and public engagement sessions may be required.

The Baseline GHG Inventory and Forecast Report will be updated with identification and discussion of reduction targets for each lower-tier municipality.

Specific targets should be established for reducing GHG emissions using a scenario planning approach. These benchmarks should align with the federal GHG reduction target of 40-45 percent below 2005 levels by 2030 under the Canadian Net-Zero Emissions Accountability Act and outlined in Canada's Climate Actions for a Healthy Environment and a Healthy Economy.

Task 3 – Regional Climate Change Mitigation Plan (GHG Emissions Reductions Strategy)

The consultant will develop a Regional Climate Change Mitigation/Adaptation Plan that includes a list of activities to achieve target reductions that are appropriate for each of the six lower-tier Municipalities. The Regional Working Group is interested in a comprehensive quantitative modeling approach that will include scenario planning and evaluation of co-benefits, energy use, financing, and land-use policies, for example. The Regional Climate Change Mitigation Plan shall

follow a similar format/layout as the Regional Climate Change Adaptation Plan to achieve overall consistency and reduce duplication in climate action planning. This will include specific sections/actions for each of the six lower-tier Municipalities and will be written in an actionable and implementable manner. The work when completed should be complaint with FCM's Partners for Climate Protection program ([see PCP compliant plans](#)).

Funding opportunities should also be identified, such as but not limited to FCM's Green Municipal Fund, National Trade Corridors Fund (NTCF) and the Rural Transit Solutions Fund. Delivery of presentations to Council(s) and public engagement sessions may be required.

A Regional Climate Change Mitigation Plan will be developed for the six lower-tier Municipalities to present to each Council for approval.

31. Term of Contract

The term of contract may be for 1 year and may commence as early as August 23, 2023.

32. Bid Submission Requirements

The submission should include, at a minimum, the following information and shall be submitted in the same sequence provided:

- a. **Table of Contents**
- b. **Completed Submission Form**
- c. **Company Background and Relevant Experience:**
 - i. Provide an outline of your company background including the number of employees and years in business.
 - ii. Provide an outline of your company experience in delivering similar studies and developing GHG Emissions Inventories and Reduction Strategy Reports. Describe the unique strengths that your firm can bring to the process and how these set your firm apart from others.
 - iii. Provide a minimum of 2 examples of GHG inventories and reduction plans from previous municipalities or organizations that have been completed by your firm. If your firm has not completed a similar project in the past, please provide a detailed explanation of your proposed strategy.
 - iv. Provide an example of a municipality who was later awarded capital funding as a direct result of your generated GHG inventories and mitigation recommendations.
 - v. Ensure one of the above examples followed the FCM guidelines for report writing.
 - vi. Demonstrate an understanding of Infrastructure Canada's greenhouse gas mitigation climate lens assessment framework and how the Climate Lens is a horizontal requirement applicable to Infrastructure Canada funding.

- vii. Should have previously done work in accordance with Ontario Regulation 588/17 Asset Management Planning for Municipal Infrastructure, specifically: mitigation approaches to climate change, such as greenhouse gas emission reduction goals and targets.
 - viii. Provide a Gantt Chart explaining your projected timelines for each task as outlined in Section 30, as well as sub-steps.
- d. **Company Personnel:**
- i. Provide an outline of the key personnel that will be assigned to work with the Joint Area Municipalities including but not limited to, years worked for the company and years experienced in the field, noting any prior training or experience specifically related to working with this subject matter.
 - ii. Provide resumes for key personnel.
 - iii. Provide an Organizational Chart.
- e. **Understanding of the deliverables:**
- Provide an explanation for how you will meet or exceed each of the project deliverables identified in Section 30 and that demonstrates your understanding of the project and the lower-tier municipalities' needs. Be sure to describe any and all vehicles and equipment that may be used in the process.
- As the industry expert, we will be looking for you to propose solutions that meet the needs of each lower-tier municipality.
- f. **Quality Assurance and Training:**
- Outline the Quality Assurance and Training plans for your firm, staff and delivery personnel.
- g. **Proposed Fee:**
- The Proponent shall submit a detailed fee structure identifying all costs associated with the proposed service, including the cost per task and detailed fees for other value-added services included in the proposal.
- h. **References Form:**
- Provide a minimum of three (3) related references including contact information.

33. Submission Evaluations

Selection of a submission for each element will be based on, but not solely limited to, the following criteria and weighting:

| ITEM | EVALUATION CRITERIA | EVALUATION POINTS |
|------|--|-------------------|
| 1 | Completeness of the Proposal | 10 |
| 2 | Proponent Profile, Experience and Qualifications | 20 |

| | | |
|--------------|--|------------|
| 3 | Understanding of Requirements (scope of services, creative and flexible solutions, customer service standards, response time, vehicles and equipment, facilities, amenities, administrative processes, etc.) | 30 |
| 4 | Value Added (service options such as those included in, but not limited to, the final bullet of Section 30: Project Deliverables) | 10 |
| 5 | Proposed Cost Structure | 30 |
| Total | | 100 |

Points awarded for the “Proposed Fee” portion of the evaluation shall be in accordance with the following:

The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (30). All higher fees proposed shall be awarded points, rounded to the closest full point for the fee portion of the evaluation by the following:

$$\frac{\text{Lowest Bid}}{\text{Proposed Bid}} \times (30) = \text{points}$$

An Evaluation Committee will evaluate each of the compliant submission received in accordance with the evaluation criteria as set out in the RFP Document. The Committee reserves the right to enter into further discussions in order to obtain information that will allow the Committee to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the lower-tier municipalities will be served.

The Evaluation Committee reserves the right to consider the following during the evaluation process:

- I. Information provided in the submission itself;
- II. Information provided in response to enquiries of credit, experience and industry references set out in the submission;
- III. Information received in response to enquiries made by the Township of Muskoka Lakes of third parties apart from those disclosed in the Submission in relation to the reputation, reliability, experience and capabilities of the Proponent;
- IV. The manner in which the Proponent provides services to others;
- V. The compliance of the Proponent with the Township of Muskoka Lakes requirements and specifications; or
- VI. By submitting a submission, the Proponent acknowledges the Township/lower-tier Municipalities rights under this Section and absolutely waives any right, or cause of action against the Township/lower-tier Municipalities, by reason of the Township/lower-tier Municipalities failure to accept the submission submitted by the Proponent, whether such right or cause of action arises in project, negligence, or otherwise.

PART E - SUBMISSION FORM

SUBMISSION FORM

1. Proponent Information

| | |
|-------------------------------------|--|
| Company Name | |
| Proponent's Main Contact Individual | |
| Address | |
| Office Phone # | |
| Toll Free # | |
| Cellular # | |
| Fax # | |
| E-mail Address | |
| Website | |

2. Addendum

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

| <u>ADDENDUM #</u> | <u>DATE RECEIVED</u> |
|-------------------|----------------------|
| # _____ | _____ |
| # _____ | _____ |
| # _____ | _____ |

3. Acceptance of Terms

In responding to this RFP, the proponent acknowledges that they have read and completely understand and accept all terms of the RFP.

By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP and offers to provide the services in accordance therewith at the rates set out in their proposal.

SUBMISSION FORM – AUTHORIZED SIGNATURES

Authorized Signature of Proponent

Name of Proponent Representative

Title of Proponent

Date

Signature of Witness

Name of Witness

REFERENCE FORM

The proponent shall provide below three (3) separate Customers having purchased similar services as specified herein for a previous five (5) year period from the issuance of this document. Current or past suppliers of the Township/lower-tier Municipalities must list the Township/lower-tier Municipalities as a reference.

| | |
|----------------------------------|--|
| REFERENCE # 1 | |
| Customer | |
| Contact Name & Phone Number | |
| Contact Email Address | |
| Date of Contract | |
| Description of Services Provided | |
| REFERENCE # 2 | |
| Customer | |
| Contact Name & Phone Number | |
| Contact Email Address | |
| Date of Contract | |
| Description of Services Provided | |
| REFERENCE # 3 | |
| Customer | |
| Contact Name & Phone Number | |
| Contact Email Address | |
| Date of Contract | |
| Description of Services Provided | |

REFERENCE RELEASE FORM

I _____ (authorized signatory for the submitting Firm) authorize the Township/lower-tier Municipalities to contact the person and/or organization listed on the REFERENCE FORM, for the purpose of obtaining information relating to the proponent. The Township/lower-tier Municipalities reserves the right to call references if in its sole discretion finds a need to do so. The Township/lower-tier Municipalities reserves the right

to check other references other than listed herein.

SUBMISSION LABEL

From: _____
Address: _____

Contact: _____
Email: _____

Deliver to:

**The Township of Muskoka Lakes
ATTN: Corey Moore
C/o RECEPTION
1 Bailey Street
Port Carling, ON P0B 1J0**

SEALED BID:

BID NUMBER: _____
DESCRIPTION: _____
CLOSING DATE: _____