

REQUEST FOR PROPOSALS

RFP# CAFTB25092017-01

**THE CHILDREN'S AID FOUNDATION OF THE
DISTRICT OF THUNDER BAY**

WEBSITE REDESIGN/DEVELOPMENT

Issue Date: 25 September 2017

Closing Date: 20 October 2017

Submit to: The Children's Aid Foundation of
the District of Thunder Bay
1110 Jade Court
Thunder Bay, Ontario
P7B 6M7
Attention: Bob Thompson

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Purpose, Background and Scope

The Children's Aid Foundation of the District of Thunder Bay (hereinafter referred to as the Foundation) is a non-profit charitable organization operating with the direction of a volunteer Board of Directors. It operates out of one (1) location, located at 1110 Jade Court, Thunder Bay, Ontario, Canada, P7B 6M7.

The Province of Ontario, through the Ministry of Children and Youth Services provides operational funding to the parent Society. The Foundation's vision and mission statements may be found on the agency's website (www.thunderbaycas.ca).

Purpose

The Foundation is seeking proposals for the procurement of a website.

Deliverables

Selected vendor deliverables will include a website platform that meets the following requirements:

- A dynamic creation and design of a Foundation website with current content requirements and site map, aligned with the Foundation's child and family focused brand
- Scalable to permit future growth
- Compliant to AODA Level A at minimum. Level AA preferred
- Contain separate login portals for various sub sites (i.e. members sections available for Board of Directors with capacity to design and implement additional portals in the future with no/limited vendor support
- A CMS with expanded content and design controls
- Responsive to adapt to a variety of screen sizes and mobile/desktop devices
- Capacity to upload/link and display graphic content such as videos and photos
- Accurate search capabilities
- Google translate integration to ensure at minimum French language compatibility
- Capacity to create individual administration login credentials to edit various sections of website.
- Extranet, e-commerce and electronic event registration functionality

In addition, the selected vendor will be relied upon to provide recommendations on options, functionality and layout as per industry best practices relevant to the Foundation's needs and project objectives.

Proposal Submission

The Foundation requires the prospective vendor to submit a Proposal in electronic copy as set out herein. The Proposal must include but not be limited to the following components:

- an overview of the proposed implementation;
- the approach that will be undertaken;
- names of the key personnel to be assigned with resumes outlining qualifications and experience;
- relevant experience of key personnel and the firm in conducting the assignment of the nature set out herein;
- names and contact information for a minimum of three (3) references who can attest to the Proponent's performance on similar assignments;
- resource requirements from the Foundation and Society;
- potential risks and mitigation strategies;
- value added components
- project schedule with relevant milestone dates identified; and
- project costing which shall include all fees and disbursements.

Closing Date and Time

Proposals must be received by the Foundation, not later than **20 October 2017 by 5:00 p.m.** attention **Bob Thompson (thunderbaycasfoundationrfp@thunderbaycas.ca)**. The Foundation will not accept submission of any Proposals after the Closing Time on the Closing Date. The Foundation is not responsible for delays caused by any delivery service, including Canada Post.

Facsimile Bids

Faxed responses ***will not be accepted.***

Instructions to Proponents

It is the Proponent's responsibility to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Proposal.

All questions should be directed to **Bob Thompson (thunderbaycasfoundationrfp@thunderbaycas.ca)**. Failure to comply with this

request may result in disqualification of any Proposal. Inquiries will be accepted from bidders up to seven (7) days prior to the Proposal due date and responses to issues of substance will be shared with all Proponents.

The Foundation reserves the right to revise this RFP up to the Proposal submission date and will forward any amendments to the Proponents as soon as practicable. No statement, whether oral or written, made by the Foundation, shall be deemed or construed to add to, subtract from, or otherwise amend the Proposal documents unless issued as an Addendum in accordance with this item.

Each Addendum shall be transmitted by facsimile machine, e-mail or courier to the Proponent, or by other appropriate means where an electronic tendering system or portal is being utilized.

The onus is on the Proponent to ensure it has received all Addenda related to this RFP. By submitting a Proposal, the Proponent is agreeing that all Addenda are incorporated.

Proponents may not make modifications to their Proposals after the closing date and time except as may be allowed by the Foundation.

The Foundation may reproduce any of the Proponent's Proposal and supporting documents for internal use.

The Foundation will not be obligated in any way by the Proponent's Proposal. The Foundation will not return any of the Proponent's Proposal or supporting documents.

Proposals that do not comply strictly with the terms and conditions hereof may be declared informal and/or disqualified. Proposals that are incomplete, conditional, or obscure will be rejected. Submissions not meeting mandatory requirements will be disqualified.

The signed Proposal submission shall be taken as a statement of understanding the requirements and agreement to comply with the requirements and any supplementary terms and conditions, or addenda stated in the Proposal documents. The signed Proposal submission confirms pricing and by signing the Proposal submission forms, agreement is made to no omission of any items from the Proposal and will be bound by law to supply the services as specified at the prices proposed.

Timelines

Although every attempt will be made to meet all dates, the Foundation reserves the right to modify or alter any or all dates at its sole discretion. All Proponents will be notified in writing by facsimile or e-mail, to the address provided by the Proponent any dates subjected to change.

Proposals due: **20 October 2017**

Deadline for questions: **13 October 2017**

Selection of successful applicant: **week of 30 October 2017**

Project Start Date: **On/about 20 November 2017**

Final project/process completed, including all deliverables: **On/about 28 February 2018**

Period of Performance

Time shall be material and of the essence in the contract.

The vendor shall be responsible for completing the contract by the completion date set out in this RFP, or if not, as set out in the Agreement and agreed to as provided in the Proposal.

Confidentiality

The contents of this RFP, information divulged by the Foundation during the performance of the services and any resulting deliverables are strictly confidential and may not be divulged or disclosed to anyone without the prior written consent of the Foundation. The Proponent shall not issue any publicity or news release pertaining to this RFP, or any selection or contract, without obtaining the prior written approval of the Foundation.

Proprietary Information

Materials submitted in response to this competitive procurement shall become the property of the Foundation. Any information in the Proposal that the Proponent desires to claim as proprietary and exempt from disclosure under the provisions of applicable law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

Proposal Costs

The Proponent has the sole responsibility for any costs associated with preparing its Proposal in response to this Request for Proposals. In no event will the Foundation be liable for the costs of preparation or submission of any Proposal, whether accepted or rejected.

Budget

A maximum of \$5000 is allocated to this project inclusive of all H.S.T.

Selection Process

The Foundation bases any decision to award a contract on the Proposals submitted. Proponents should include all requirements, terms and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.

The Foundation reserves the right, at its sole discretion, to negotiate with any Proponent as it sees fit, singularly or concurrently.

Evaluation of Proposals

The Foundation is seeking Proposals from vendors who are both interested in and capable of undertaking the Assignment. The onus is on the Proponent to demonstrate their knowledge, understanding and capacity to conduct the work outlined in this RFP.

The Foundation reserves the right to:

- seek clarification deemed necessary to evaluate the responses received; and
- conduct reference checks submitted with each Proponent's Proposal.

A Foundation Project Team will evaluate the submitted Proposals based on a combination of qualifications and price. Proposals will be evaluated based on all information provided by the Proponent at the time of submission as well as any additional clarification information requested. Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP.

In evaluating any of the categories, the score to be ascribed to the category or weighting to be ascribed to the category shall be determined by the Foundation Project Team in its sole discretion given that these are often subjective matters, that there is no requirement on the part of the Foundation to use any formulas or mathematical approach and that the Foundation's opinion and assessment of each Proposal is to be determined by the Foundation in its sole and absolute discretion.

Following the evaluation, the Foundation reserves the right to accept or reject any and all Proposals.

Assessment Criteria Weight

Overall submission, quality and completeness	20%
Relevant firm experience and references*	20%
Project approach, deliverables and schedule	35%
Cost	10%
Assigned staff experience	15%

TOTAL 100%

* NOTE – Poor references may result in the immediate rejection of the Proponent at the discretion of the Foundation.

The Proposals shall be evaluated by the Foundation's Project Team using the above rating scheme.

Negotiations

Proponents may be required to enter into discussions for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Short listed Proponents shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing vendors.

Indemnification

The successful Proponent agrees to indemnify and hold harmless the Foundation, its members, Directors, Officers, Employees and Agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses for any and all liability for damages to property and injury to persons (including death), and for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit as a result of or arising out of or in relation to the performance by the Proponent vendor under or any breach of the terms of the Agreement by the Proponent or arising from or relating to the RFP including the Proponent's own default, negligence or misconduct, or those of its employees, agents and contractors. The vendor will also provide as part of the Agreement an indemnity and any required waivers of claim.

Proponents' Statement of Understanding

It is understood that the Proponent has carefully examined the RFP and all of the Proposal documents and have carefully examined the work to be performed under the Contract if awarded. The Proponent also understands and accepts the said RFP and Proposal documents, and for the prices set forth in the Proposal, hereby offers to furnish all tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the RFP.

There is no representation, express or implied, made as to the accuracy or completeness of any information supplied by the Foundation or any others to any of the Proponents including whether the information is suitable for the purposes of any Proponent and the Foundation expressly disclaims any and all liability for any errors or

omissions in such information or which may be contained in any oral or written communication transmitted or made available to any Proponent and all risk with respect to unknown, undisclosed conditions shall rest with and remain with the Proponent. The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario and Government Procurement Directives.

Proof of Ability/Prior Experience

The Proponent may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date. The Foundation shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the Foundation has had with any Proponent, whether favourable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Proponents may have, or any of them, with such entities.

Pricing Requirement

All prices bid shall include applicable taxes, insurance and all other charges of every kind attributable to the work. This is intended to be a fixed price contract with no extras unless specifically provided for otherwise in this RFP. All work required or desired under the terms of this RFP is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs and taxes, cost of labour, unavailability of labour or materials, increases in cost of materials other than the changes in HST.

Principal/Replacement

The Proponent acknowledges that any principals and/or key personnel, workers, vendors or contractors identified in the Proposal, may not be replaced during the term of this contract without the prior written consent of the Foundation.

Assignment

The vendor shall not assign the contract or any portion thereof without the prior written consent of the Foundation.

Conflict of Interest: No Use or Inclusion of Restricted Parties

- a) Restricted Parties are not eligible to advise any Proponent in the RFP selection process and must not participate as an employer, advisor, vendor, investor, member or any other capacity whatsoever with any Proponent. The Foundation may, in its sole and absolute discretion, disqualify a Proponent who uses any matter including in its Proposal or preparation thereof a Restricted Party. The onus is on the Proponent to ensure it does not use or include any Restricted Party.

- b) Restricted Parties include any person who would be defined to be in conflict of interest under the provisions of the Municipal Act and any parties, because of their direct, recent or current involvement in the selection process or with any of the parties to the selection process, including the RFP evaluation team, the Foundation, its employees, its officers and directors.
- c) Proposals may be disqualified at the sole and absolute discretion of the Foundation if:
 - a) the Restricted Party is acting as an advisor or member of the Proponent's team;
 - b) the Proponent makes contact with any person who the Proponent is prohibited by the RFP from contacting;
 - c) they include a false or misleading statement, claim, warranty or representation.

Disclaimer

The Foundation reserves the right to:

- Not accept the lowest price of any proposal
- Terminate the Request for Proposal for any reason, with no liability to the Foundation or recourse by the proponent, at any time prior to the execution of a written contract.