



REQUEST FOR PROPOSAL

RFP-2024-10

FOR the Municipality of Lac du Bonnet
Accessibility Audit

Proposals shall be submitted to:

Sandra Broek, Chief Administrative Officer
The Rural Municipality of Lac du Bonnet
Email: cao@lacdubonnet.com

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1 PROJECT DESCRIPTION

1.1 BACKGROUND

1.1.1. The Rural Municipality of Lac du Bonnet serves the community, with the community. Proactive governance and leadership enhance local growth, quality living and healthy partnerships. Quality municipal services meet diverse and emerging needs, ensuring there is a safe, viable place to prosper and enjoy life. The residents, visitors and businesses are at the core of the local government. Working collaboratively, combining strengths to continually evolve and meet the changing needs of the diverse community. The RM of Lac du Bonnet is a trusted leader in progressive, responsible governance and an employer of opportunity.

1.1.2. The Rural Municipality of Lac du Bonnet is a community of more than 3,500 permanent residents, which grows to around 8,000 as seasonal residents and campers return to the community during the summer months. Having approximately 40 full-time, part-time, seasonal, and casual municipal employees working in a variety of departments.

1.1.3. The Accessible Canada Act (ACA) came into force in 2019. The overarching goal of the ACA is to realize a barrier-free Canada by 2040. The legislation benefits all Canadians, especially persons with disabilities, through the proactive identification, removal and prevention of barriers to accessibility. The Accessible Canada Act (ACA) required organizations to publish accessibility plans that identify barriers in certain areas, and that explain how they will remove and prevent those barriers.

1.1.4. As a public entity, which exists to serve all residents, the Rural Municipality of Lac du Bonnet understands the need to create an Accessibility Plan and the importance of removing Accessibility barriers. The Accessibility Plan outlines the Rural Municipality of Lac du Bonnet's plan toward the goal of Accessibility by working toward innovative approaches and program solutions with the residents of the community.

1.1.5. The RM of Lac du Bonnet's Accessibility Plan will ensure that the work taken to achieve accessibility excellence is sustainable, transparent, and spans the areas of accessibility outlined in the Accessible Canada Act.

1.1.6. Barriers for people with disabilities take on many different forms. It is the goal of the Rural Municipality of Lac du Bonnet to provide people with disabilities, different avenues, and resources to ensure equal opportunities and independence in the community. The aim is to focus on programs, services, policies, procedures, and practices that will meet the Accessibility needs of the public and build up the community while meeting Accessibility Plan goals.

PROJECT DESCRIPTION

1.2.1 The purpose of this Request for Proposal (RFP) is to enable the RM of Lac du Bonnet to select one consulting firm to provide a diagnostic accessibility audit (in consideration of physical and sensory barriers) of their physical spaces and service offerings. The purpose of the project is to maintain and improve equal access and participation for people with disabilities while committing to the principle of inclusion, as well as to meet the needs of people who face accessibility barriers by identifying, removing and preventing barriers and by meeting the requirements of **The Accessibility for Manitobans Act (AMA)**.

1.3 SCOPE OF WORK

The scope of services to be provided shall include, but not necessarily be limited to:

- 1) Stakeholder Engagement Review and Discovery –
The consultant will work with the RM of Lac du Bonnet Accessibility Working Group to review background information for this project. This will include a kickoff meeting, and subsequent meetings as required.
- 2) Consultations –
The consultant will perform a public engagement with the community and persons with disabilities.

- 3) On-Site Visits –
The consultant will conduct on-site assessments to determine physical access barriers at the following sites and any other sites that may not be identified, within the municipal boundary:
 - RM owned boat launches (6) and public washrooms (10)
 - Transfer station #520
 - Administration office
 - Public works office
 - Outdoor trail (1) and Public Parks (6)
- 4) Review and Assessment of Accessibility Policies and Plan –
The consultant will provide recommendations and policy development consistent with the Accessibility for Manitobans Act regulations.
- 5) Review and Assessment of Programs and Services –
The consultant will review the programs and services offered by the Municipality, such as, but not limited to recreation, permit applications, service trackers, communications, etc.
- 6) Assessment and Review of Website and Social Media platforms –
The consultant will review the RM of Lac du Bonnet website and social media platforms and provide recommendations on deficiencies and improvements to meet the required accessibility standard.
- 7) Deliverables –
The consultant shall provide (1) one final report in paper copy and (1) one electronic copy in PDF. The report shall include details outlining the processes and methods used to perform the accessibility audit including listing all current and existing accessibility features, accessibility barriers found, recommendations on ways to remove barriers and prioritization. The report should also include policy recommendations.

2 GENERAL CONDITIONS

The Proponent, by submitting this proposal, agrees that this proposal and any part of this proposal is subject to the following conditions, in addition to any other terms and conditions set out in this request for proposals document.

2.1 PROPOSAL SUBMISSION

All proposals must be complete, signed by an authorized official of the company, and shall be delivered to the RM in accordance with the instructions set out herein. Proposals submitted after the Submission Closing Date will not be evaluated. **The Submission Closing Date is November**

4th at 12:00 pm (noon CST). Emailed revisions to the original submission will be accepted until the Submission Closing Date.

The Proposal – Part A - shall consist of the following:

- a) Company Profile and Industry Experience – General firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent.
- b) Personnel – Describe the project team organization, provide details of personnel qualifications, education, and experience of the team members.
- c) Management – Proposals should include a methodology describing your team’s project management approach and organization during the performance of services, so that the evaluation committee has a clear understanding of the methods the proponent and sub consultants will use in the delivery of this project.
- d) Technical - The technical proposal should address the deliverables and associated task requirements required by the scope of services. It should clearly identify and explain work activities and identify all assumptions and interpretations. Specifically, proposals should describe the proponent’s practical understanding of the project, specifically:
 1. The team’s understanding of the functional and technical requirements
 2. Proponent’s technical approach and methodology to complete the services.
 3. Collaborative process to be used by the team.
 4. Any location specific issues.
 5. Activities and services to be provided; and
 6. The deliverable(s) of the project
- e) Schedule – The goal is to have the project ready to commence in December 2024 and be completed by March 31, 2025. Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete resource assignments, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the scope of the consulting services. The Proponent’s schedule should include critical dates for review and approval processes by the RM, anticipated during the design and tendering phases of the Project. Reasonable times should be allotted for completion of these processes.

Cost Proposal – Part B - Proponents shall include a cost proposal in a separate attachment labelled “Part B – Cost Proposal for Engineering Services for the four project areas”. The proposal shall include the base price and all applicable taxes (GST & PST) shown separately.

2.2 ADDRESS OF SUBMISSION

EACH PROPONENT IS REQUESTED SUBMIT BIDS VIA MERX.COM OR TO DELIVER THEIR PROPOSAL, ON OR BEFORE THE SUBMISSION CLOSING DATE TO:

Attention: Sandra Broek, CAO
The Rural Municipality of Lac Du Bonnet
Email: cao@lacdubonnet.com

2.3 TENDER PREPARATION/CONTRACT ADMINISTRATION/POST PROJECT

Summary of a general action plan will be required for this project and shall include all relevant plan/profile information. The consultant will be responsible for:

- Ongoing comprehensive management of the Project
- Provide updates to the Project Manager
- Ongoing communication, consultation and coordination with all affected stakeholders and public relations activities, where required.

The Consultant is to provide non-resident Contract Administration Services and will ensure persons with demonstrated experiences are assigned to administer the project for the duration of the project, with personnel changes only upon approved of the Project Manager. Timely processing of progress payments and invoices will be forwarded to the Project Manager for preapproval.

2.4 RIGHT TO CANCEL RFP AND TO ACCEPT PROPOSALS

The RFP is solely a Request for Proposals. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligations or relations between the RM and any other person can or will be created except in a written contract executed by an authorized signatory of the RM under the authority of an express resolution of the RM Council.

In considering any responses delivered in response to this RFP, the RM (including through the RM's Representative) reserves the absolute and unfettered discretion to:

- accept or reject any Proposal that fails to comply with the requirements set out in this RFP for the content of Proposals.

- disqualify more than one proposal from an individual, firm, partnership or association under the same or different names. Collusion between Proponents will be sufficient cause for rejection of all proposals so affected.
- assess Proposals as it sees fit, without in any way being obliged to select any Proposal or Proponent.
- assess and select Proposals as it sees fit without being obliged in any way to select the Proposal that offers the lowest price or cost;
- determine whether any Proposal or Proposals satisfactorily meet the selection criteria set out in this RFP;
- require clarification after the dates and times set out above from any one or more of the Proponents in respect of Proposals submitted.
- communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspects of the Project.
- reject any or all Proposals with or without cause, whether according to the selection criteria set out above or otherwise.

Each Proponent is solely responsible for the risk and cost of preparing and submitting its Proposal in response to this RFP and neither the RM nor its officials, employees or consultants (including the RM's Representative) are liable for the cost of doing so or obliged to remunerate or reimburse any Proponent for that cost.

By submitting its Proposal to the RM, each Proponent represents and warrants to the RM that the information in its Proposal is accurate and complete.

This RFP does not impose on the RM any duty of fairness or natural justice to any or all respondents with respect to this RFP or to the process it creates. The RM is entitled to act in its sole, absolute and unfettered discretion.

2.5 CLARIFICATION OF PROPOSALS

The RM reserves the right to request that each Proponent clarify or make changes to its Proposal. The RM may choose to meet with some or all the Proponents to discuss aspects of their Proposals. The RM may require Proponents to submit supplementary documentation clarifying any matters contained in their Proposals or the RM may prepare a written interpretation of any aspect of a Proposal and seek the respective Proponents acknowledgement of that interpretation.

The supplementary documentation accepted by the RM and written interpretations which have been acknowledged by the relevant Proponents shall be considered to form part of the Proposals received from those Proponents.

The RM is not obliged to seek clarification from any Proponent regarding any aspect of their Proposal.

2.6 INQUIRIES

All requests for clarification or inquiries concerning this RFP should be forwarded in writing by no later than one week prior to the Submission Closing Date. Enquiries to be sent to the RM's Representative:

RM of Lac du Bonnet
Stefany Lowe, Project Manager
#4187 P.R. 317, PO Box 100
Lac du Bonnet, Manitoba R0E 1A0
Email: projecttmanager@lacdubonnet.com
Phone: (204) 345-2619 ext 120

Responses to all requests for clarification will be provided **in writing** to the persons identified as the Proponents' representative.

Responses to all inquiries where the inquiry does not amount to a clarification will be provided by the RM **in writing** only to the Proponent making the inquiry. (e.g., inquiry as to whether proprietary technology proposed to be used by the Proponent is acceptable to the RM).

2.7 AMENDMENTS TO PROPOSALS BEFORE SUBMISSION DATE

A Proponent is entitled to amend its Proposal at any time before the Submission Closing Date.

2.8 WITHDRAWAL OF PROPOSAL

The Proponent may withdraw their proposal at any time before the Submission Closing Date.

2.9 INCOMPLETE PROPOSALS

The RM reserves the right to reject any Proposal whether completed properly and whether or not it contains all the required information. Without prejudice to this right, the RM may request clarification where any Proponent's intent is unclear and may waive or request amendment where, in the opinion of the RM, there is a minor irregularity or omission in the information that is to be submitted in a Proposal.

2.10 MISLEADING OR FALSE INFORMATION

If the RM determines that a Proposal contains false or misleading information, the RM is entitled to reject that Proposal at any time as being invalid.

2.11 CONFIDENTIALITY OF PROPOSALS

The RM is subject to the Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under control of the RM, subject to the specific exceptions in that right set out in the Act. The RM will receive all Proposals submitted in response to this RFP in confidence. Because of the right of access to information created by that Act, the RM does not guarantee that information contained in any Proposals will remain confidential if a request for access in respect of any Proposal is made under the Act.

Proponents are required to keep their Proposals confidential and must not disclose their Proposals or information contained in them, to anyone else without the prior written consent of the RM.

2.12 PROPRIETARY INFORMATION

If a Proponent considers that any part of its Proposal is proprietary, including by reason of its being copyright, the Proposal must clearly identify those portions that are considered proprietary.

2.13 WAIVER AND ALLOCATION OF RISK

The RM accepts no responsibility or liability for the accuracy or completeness of this RFP (including schedules or appendices to it) or of any recorded or oral information communicated or made available for inspection by the RM (including through the RM's Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the RM with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Proponent or any other person on this RFP or any other such information as is described in this paragraph is solely that of each Proponent. Each Proponent acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, engineering and other advice with respect to the contents of this RFP or any such information as described in this paragraph. Each Proponent who submits a Proposal to the RM is deemed to have released the RM from, and waived, any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this paragraph. Each Proponent who submits a Proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the project, and to prepare its Proposal.

2.14 LOWEST PRICE

The Proposal with the lowest quoted cost(s) or other quoted amounts will not necessarily be selected. While cost is an important element in the selection process, it is to be clearly

understood that it is only one of the many factors that the RM will consider in evaluating Proposals as described in a following section.

2.15 LEGISLATION, REGULATIONS, BY-LAWS AND CODES

Each Proponent and/or any Person acting under its direction, must identify and comply with all laws, regulations, by-laws, rules and codes relating to the project imposed by any governmental authority. This will include compliance with the regulatory and approval requirements of the Government of Canada, the Province of Manitoba and the RM of Lac du Bonnet.

2.16 PROPONENTS RESPONSIBILITY FOR DUE DILIGENCE

It is each Proponent's responsibility to ensure that it has all necessary information concerning the intent and requirements of this RFP and the Project.

Each Proponent is solely responsible for the examination and review of all documents and information provided or required hereunder, for satisfying itself as to the nature of the Project, the general and local conditions to be encountered in the implementation of the Project and all other matters which may in any way affect the project or the cost or time required to complete the Project.

2.17 NEGOTIATIONS WITH PREFERRED PROPONENT

The RM reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission. The RM may negotiate with the Proponents submitting, in the RM's opinion, the most advantageous Proposals. The RM may enter negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The RM shall incur no liability to any Proponent as a result of such negotiations.

If, in the course of negotiations pursuant to 2.18, the Proponent amends or modifies a Proposal after the Submission Deadline, the RM may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

If the RM considers that it is unlikely to settle such agreements with the Preferred Proponent despite having negotiated with the Preferred Proponent for at least 10 days after selection of the Preferred Proponent, the RM is entitled to cease negotiations with the Preferred Proponent and to begin negotiations with another Proponent.

2.18 AWARD OF PROPOSAL

Award of this Proposal is subject to the approval of RM Council.

3.4 OPENING OF PROPOSALS

Proposals will not be opened publicly. Proposals will be evaluated in accordance with the evaluation criteria stated in this document.

3.5 EVALUATION OF PROPOSALS

Proposals will be evaluated by members of a selection committee, which will be comprised of staff and management from the RM of Lac du Bonnet's Administration Department.

Proposals will be evaluated in accordance with the following evaluation criteria:

Evaluation Criteria	Points
Part A	
Company Profile and Industry Experience	/5
Personnel – experience, education, and past performance	/10
Personnel – project team organization	/5
Personnel – local experience	/5
Management	/10
Technical – project understanding	/20
Technical – services provided and approach	/20
Technical - organization	/20
Schedule	/5
Part B	
Cost – GST and PST to be shown separately	
TOTAL	100

3.6 AWARD OF CONTRACT

The RM of Lac du Bonnet will give notice of the award of contract or will give notice that no award will be made.

Where an award of contract is made by the RM of Lac Du Bonnet, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer as determined by the evaluation committee.

If, after the award of contract, the project is cancelled, the RM reserves the right to terminate the contract. The Proponent will be paid for all services rendered up to time of termination.

3.7 INSURANCE

The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the RM, procure and maintain, at its own expense and cost, the following insurance policies:

- A Comprehensive or commercial General Liability insurance including:
 - an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate.

- all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract.

Professional Errors and Omissions Liability Insurance including an amount not less than \$2,000,000, per claim and \$2,000,000 in the aggregate. The consultants Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for a twenty-four-month extended reporting period after total performance.

The consultant shall provide the CAO with a certificate(s) of insurance in a form at least two (2) Business Days prior to the commencement of any Services. The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the RM.