



# **Request for Proposal**

## **Pay Equity & Compensation Review**

**Issued: May 6, 2023**

RFP'S Received by:

Municipality of Huron East  
72 Main Street South  
PO Box 610  
Seaforth, Ontario N0K 1W0

Attention: Brad McRoberts, CAO

Telephone: (519) 527-0160 ext. 27

E-mail: [cao@huroneast.com](mailto:cao@huroneast.com)

Website: [www.huroneast.com](http://www.huroneast.com)

**The Municipality of Huron East  
Request for Proposal  
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**Part “A” – Information to Bidders**

**1. Proposal Timing**

The schedule for the Proposal anticipates the following milestones:

- |                                   |                           |
|-----------------------------------|---------------------------|
| • Issuance of RFP                 | May 3, 2023               |
| • Last Day for Questions:         | May 29, 2023              |
| • Last Day for Addenda:           | May 31, 2023              |
| • RFP Submission (Proposals due): | June 8, 2023 at 1:00 p.m. |
| • Contract Award                  | June 21, 2023             |

**2. RFP Closing**

Submissions, sealed in an envelope, clearly marked with the return address label (Form 1, attached), will be received by the undersigned or their designated representative, at the Municipal Office, 72 Main Street South, Seaforth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday June 8, 2023 at 1:00pm.**

Submissions received after closing time will not be considered.

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E-mail: [cao@huroneast.com](mailto:cao@huroneast.com)

**3. RFP Submission**

One copy of the **completed Declaration**, Appendix A, shall be submitted as part of the Proposal. The Declaration must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. Proposals must be submitted, using the Appendix “D” - RFP Label (to be affixed on your RFP Envelope).

The Proposal must be typewritten. Proposals which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to the Corporation of Municipality of Huron East’s (“the Municipality’s”) documents or by a covering letter, or by alterations to the documents supplied.

Submissions received by fax or email will not be accepted.

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**4. Proposal Validity**

Proposals shall remain valid and open for acceptance by the Municipality for a period of sixty (60) calendar days, following the closing date for receipt of Proposals.

**5. Clarification of Documents**

Any clarification of the Municipality’s documents required by the Bidder, prior to submission, shall be directed in writing to the CAO. Any such clarifications so given shall not, in any way, alter the Municipality’s documents and the Bidder and the Municipality agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Municipality is authorized to alter, orally, any portion of these documents except by formal addenda. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the CAO.

All questions/discrepancies identified must be sent to the Municipality by the last day for questions deadline.

Copies of all questions and answers and any addenda will be posted on the website by the last day for addenda.

**6. Contract Documents and Order of Precedence**

The Contract documents shall consist of all the pages of the RFP documents, issued by the Municipality, and the Bidders submission. Do not remove any pages from the Municipality’s Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials, or services complete and suitable for the Municipality’s intended use.

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**7. Addenda**

Bidders may be advised of addenda, of required additions, deletions or alternations in the requirements of the Request for Proposal documents. All such changes shall become an integral part of the RFP documents and shall be allowed for in arriving at the total submission price.

**8. Harmonized Sales Tax**

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid in addition to the total price submission.

The quoted price must clearly show the H.S.T. as a separate item from the total price submission.

**9. Health and Safety**

The Bidder assumes full responsibility for conforming to all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- a) Provide a copy of your Company’s Health and Safety Policy, dated not later than **2021**, to be submitted with the Proposal. Only an electronic copy is required.
- b) **Provide a copy of the applicable WSIB Certificate of Clearance** or equivalent (if the Company is from outside Ontario), ensuring that all employees are fully covered by WSIB and its regulations, to be submitted with the RFP.

**10. Accessibility**

The Bidder shall provide a declaration with their Proposal that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in Appendix “E”.

**11. Proposal Checklist**

To assist Bidders with completing a response to this RFP, a RFP Checklist is included in Appendix “C”.

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**12. Withdrawal**

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed, and must be submitted to the CAO. No facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

**13. Public Opening**

All submissions will be opened at the Municipal Office, 72 Main Street South, Seaforth, Ontario, on the same day and time as the closing date.

**14. RFP Results**

Only the names of the Bidders who submitted a proposal will be made available at the RFP Opening. After the RFP Opening, requests may be submitted to The Corporation of Municipality of Huron East for the results and only the names of the Bidders, as read out at the RFP Opening, will be given in the reply. A list of Bidders will be posted on Municipality of Huron East's website at [www.huroneast.com](http://www.huroneast.com) within 48 business hours of the RFP opening.

**15. Submission Acceptance**

It shall be the policy of the Municipality that in any procurement of goods, services, facilities or construction invitations to submit a proposal to the Municipality, the Municipality reserves the right to reject an offer to supply goods and/or services or RFP's presented in response to the Municipality's procurement processes where the Municipality determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any contract during the previous five-year period. Municipality of Huron East Council may remove a Bidder's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Contract.

The Bidder 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 acceptance of any Submission is subject to appropriate funding acceptable to the Municipality.

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The lowest, or any RFP, is not necessarily accepted.

The placing in the mail or delivery of a notice of award to the Bidder's address, given the Submission, shall constitute notice of acceptance of the Contract.

**16. Insurance**

Commercial General Liability Insurance

The Company shall, at their expense obtain and keep in force during the term of the Contract, Commercial General Liability Insurance satisfactory to the Municipality. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$2,000,000 per occurrence with an aggregate of not less than \$2,000,000.
- b) The Municipality shall be added as an additional insured with respect to the operations of the Named Insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) Non-owned Automobile Coverage for a limit of not less than \$2,000,000 including contractual non-owned coverage.
- e) Products and completed operations coverage.
- f) Contingent Employer's Liability.
- g) Broad Form Property Damage.
- h) The policy shall contain a provision for contractual liability – oral and written.
- i) Owner's and Contractor's Protective.
- j) The policy shall provide the Municipality with 30 days' notice of cancellation or nonrenewal.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to Contract commencement.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

Professional Liability Insurance

The Company shall take out and keep in force Professional Liability insurance in the amount of \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the

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amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Municipality. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the Company at the Company's sole expense.

Automobile Liability Insurance

Automobile liability insurance in respect of licensed vehicles shall limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide Municipality of Huron East with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

**17. Indemnification**

The Company acknowledges that they are an independent Company and shall, defend, indemnify, protect and save harmless The Corporation of Municipality of Huron East, its officers, members of municipal council, its agents and employees from any and against all damages, liabilities, claims, expenses, demands, loss, costs (including legal costs), actions, legal costs, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Company, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or third party premises as a result of activities of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

**18. Failure to Enter into an Agreement**

In addition to all of the Municipality's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Municipality may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), or rescind the selection of that Bidder and proceed with the selection of another Bidder.

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**19. Assignment**

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Municipality.

If the Municipality agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Municipality be responsible for these costs.

**20. Laws and Regulations**

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and sub- contractors.

The Company shall be governed and interpreted in accordance with the laws of the Province of Ontario.

**21. Default by Company**

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Municipality may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Municipality or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to perform the work with skill and diligence or assigns or sublets the Contract without the Municipality written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Municipality may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.

If the Municipality terminates the Contract, they are entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Municipality may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Municipality can be ascertained.



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- Recover from the Company loss, damage and expense incurred by the Municipality by reason of the Company’s default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Municipality).

**22. Contract Cancellation**

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company shall negotiate a settlement.

The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

**23. Responsibility**

The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of an RFP save as provided in the Contract. The Municipality reserves the right to reject any or all RFP’s and to waive formalities as the interest of the Municipality may require without stating reasons, therefore, and the lowest or any RFP will not necessarily be accepted.

**24. Payments**

The Company shall invoice the Municipality monthly, for services and materials provided. The Municipality shall pay said invoice within thirty (30) days of receipt of the invoice.

The Municipality shall have the right to withhold, any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

Invoices shall contain a breakdown of names of employees, sub-contractor hours and rates, hours of work, position, and expenses. The Company shall provide a financial report with each invoice which shall include the following headings: budget (billings), fees (previous billings), expenses, total contract billing approved amount and percent complete.

The successful Company will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Municipality after the Contract is awarded.

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**25. Disbursements**

All reasonable and proper expenses incurred by the Company shall be reimbursed without any allowance for overhead and/or profit.

The following costs shall not be reimbursed:

- communication expenses including facsimile, local phone and cellular charges
- standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in the Company’s proposal)

**26. Municipal Freedom of Information and Protection of Privacy Act**

Any personal information collected by or on behalf of the Municipality under this Request for Proposal is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Municipality may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Municipality decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk.

# **The Municipality of Huron East Request for Proposal Pay Equity & Compensation Review**

## **Part “B” – Project Information**

### **1. Project Overview**

Municipality of Huron East (“the Municipality”) is requesting proposals (“the Proposal”) from qualified Consultants to provide consulting services to conduct a pay equity and compensation review.

Huron East has not undertaken a formal pay equity review since shortly after amalgamation. Since that time the municipality’s organizational structure has undergone various transformations. More recently, Huron East has been undergoing more significant organizational changes to provide for better succession planning and to ensure operational capacity.

The purpose of the Pay Equity & Compensation Review is to ensure that compensation to its employees is equitable and competitive. There is also motivation to ensure that Huron East provides at a minimum a living wage standard.

### **2. Pay Equity & Compensation Review Strategy**

Formally, Huron East is looking for the following components of a pay equity and compensation review:

1. Formal job description evaluation and scoring using a defined and accepted job description evaluation method;
2. Training and instruction on the application and use of the job evaluation method such that Huron East is able to maintain its pay equity;
3. Review of existing salary grid and provision of recommendations to improve or alter its form;
4. Ensure both statutory and internal pay equity for all defined job descriptions;
5. Support Huron East through any potential pay equity appeals;
6. Review Huron East’s Compensation Policy and provide recommendations for consideration; and
7. Undertake an external market compensation review of regional proximate municipalities to ensure Huron East’s compensation is competitive and sufficient to support recruitment and retention.

### **3. Background**

Municipality of Huron East is a rural municipality in Huron County located due west of Kitchener/Waterloo and due north of London. A permanent population of approximately 9,500. The Municipality represents a land area of approximately 669 square kilometres and consists of the urban centres of Seaforth and Brussels, the villages of Vanastra, Walton, Cranbrook, and Ethel, and former Townships of Grey, McKillop, and Tuckersmith.

# **The Municipality of Huron East Request for Proposal Pay Equity & Compensation Review**

## **Part “B” – Project Information**

Huron East currently has a total of 40 full-time permanent employees, 22 part-time permanent employees, 24 part-time seasonal employees, and 70 volunteer fire fighters.

As part of a proposed reorganization towards improved succession planning and operational capacity there will be nine (9) new positions created. Six (6) of those new position will be filled by existing employees, whose existing positions will be eliminated, and the remainder will be posted for applications. The position changes are as follows:

- Executive Assistant/Payroll/HR Administrator becoming two separate positions:
  - Executive Assistant/Communications Coordinator
  - Human Resources Coordinator
- Public Works Planning Assistant becoming two separate positions:
  - Operations Administrative Assistant
  - Operations & Planning Coordinator
- Recreation Managers (3) moving to:
  - Director of Community Services
  - Manager of Parks & Recreation
  - Recreation Facility Supervisor
- Existing Part-time Assistant Pool Supervisor becoming full time Aquatic Facility Supervisor
- New 2<sup>nd</sup> Recreation Facility Supervisor

#### **4. Nature of Consulting Agreement**

The Municipality wishes to engage a Consultant with experience in the completion of statutory, non-statutory internal and external equity reviews.

The Consultant must submit demonstrated ability for the following:

- Extensive knowledge, understanding and experience in undertaking pay equity reviews;
- outstanding ability to facilitate consultations with stakeholders in a positive and constructive manner;
- professional, independent and impartial recommendations;
- successful project management abilities;
- the resources to meet the timelines of the project;
- exceptional communication skills both written and verbal.

The Consultant shall review current job descriptions in place or proposed by the Municipality. The Consultant will consider and make overall recommendations or modifications to compensation policies, practices and grid.

# **The Municipality of Huron East Request for Proposal Pay Equity & Compensation Review**

## **Part “B” – Project Information**

### **5. Review Principles**

The Consultant will base this review on the following principles:

- Independent and unbiased;
- Adhere to professional standards;
- Comply with legislative requirements;
- Ensure equity for all employees of Huron East; and
- Enable Huron East to consider and adopt compensation policies and practices that encourage attraction and retention of qualified employees.

### **6. Project Objectives**

Specific project objectives include:

- Review of standardized job descriptions - the Senior Management Team (SMT) in consultation with the respective employees will complete a comprehensive job description review to ensure that both employees and supervisors are in agreement; Consultant will review standardized job descriptions and score them based upon a standardized job description evaluation system;
- Consultant will review the existing compensation grid structure and make recommendation on modifications as deemed necessary;
- Consultant will prepare a pay equity plan for review and consultation;
- Consultant will assist Huron East in addressing any concerns or appeals to the pay equity plan. **(Note: fees for this service will be outside the proposal scope and will be paid on a time and materials basis);**
- Consultant will ensure that there is both statutory and non-statutory pay equity for all Huron East employees; and
- Consultant will undertake a regionally focused market compensation evaluation and make recommendations to Huron East for consideration.

### **7. Deliverables**

Consultant will provide the following deliverables:

1. Summary of job description scoring methodology and outcomes from the review of job descriptions and scoring;
2. Provide a recommended compensation grid structure based upon the scoring of the various job descriptions;

# **The Municipality of Huron East Request for Proposal Pay Equity & Compensation Review**

## **Part “B” – Project Information**

3. Prepare a pay equity plan that achieves statutory and non-statutory pay equity for Huron East’s consideration and approval;
4. A report summarizing regionally-based external compensation market review results and make recommendations to support attraction and retention of employees;
5. Provide a final summary report of the compensation review process with final recommendations of compensation grid structure and rates for Huron East consideration, approval, and implementation; and
6. Proponent should assume two (2) presentations to Council as part of the project scope.

### **8. Current Organizational Structure**

The municipal organizational structure will be comprised of 7 department heads representing 43 permanent full-time employees; 22 permanent part-time employees; and 24 part-time occasional employees, all of which are non-union. Total payroll and benefits budgeted in 2023 is \$5.3 million (includes Council wages & benefits and Committee honorariums).

### **9. Current List of Services Provided**

Schedule “A” is a current list of services provided by the Municipality.

### **10. Proposal**

Proponents are required to submit five (5) copies of their technical proposal (Component 1) in hard copy and one electronic copy in .pdf format, on a secure USB stick.

The proposal shall include:

- (a) an overview of the proposed methodology;
- (b) names of the key personnel to be assigned with resumes outlining qualifications and experience;
- (c) relevant experience of key personnel and the firm in conducting service delivery and organizational reviews of the nature set out herein;
- (d) names and contact information for a minimum of three (3) references who can attest to the Consultant’s performance on similar assignments;
- (e) project schedule with relevant milestone dates identified; and,
- (f) project costing which shall include an upset limit (fees and disbursements) including the hourly rates for the assigned staff.

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**Part “B” – Project Information**

**11. Target Completion Dates**

The Consultant’s proposed schedule shall reflect the anticipated start and completion dates assuming a contract award date of June 21, 2023.

**12. Project Management**

The Consultant is expected to actively manage the project and is responsible to ensure the project is completed in accordance with the Agreement in a timely manner and within budget. A summary of the activities to be undertaken in this task is, but not limited to, the following:

- Coordinating the work of the Consultant and any Sub-Contractor;
- Provide regular and as-requested updates to the Municipality on the status of the project;
- Prepare and present the final report to Council; and,
- Prepare and submit invoices, and progress reports at milestone stages of the project to the Municipality’s satisfaction.

**13. Project Reporting**

Brad McRoberts, CAO, will be the key contact person for this project:

Mailing Address: 72 Main Street South, PO Box 610, Seaforth, ON, N0K 1W0  
Telephone: (519) 527-0160, Ext. 27  
Email: [cao@huroneast.com](mailto:cao@huroneast.com)

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Service Delivery Review**

**Part “B” – Project Information**

**Schedule “A”**

**List of Services by Department Head**

**CAO’s Office**

- General Administration
- Green Energy and Climate Change Initiatives
- Human Resources
- Strategic Initiatives
- Insurance
- Police Services
  - Contract Administration
- Development Agreements
- Site Plan Control
- Administration Committee
- Personnel Committee

**Clerk’s Department**

- Accessibility
- Advertising/Media
- Age Friendly
- Animal Control
  - Animal Control
  - Pound Services
  - Livestock Valuer
  - Fence Viewers
- By-Laws
- By-law Enforcement
  - Parking Tickets
- Cemeteries
- Council
  - Council
  - Committees
  - Boards & Commissions
- Commissioner of Oaths
- Communications
  - Website
  - Social Media
- Elections
- Legal
- Lottery Licensing



# **The Municipality of Huron East Request for Proposal Service Delivery Review**

## **Part “B” – Project Information**

- Municipal Drains (Process)
- Municipal Freedom of Information & Protection of Privacy Act (MFIPPA)
- Policies & Procedures
- Records and Information Management
- Refreshment Vehicle Licenses
- Road Closings
- Vital Statistics

### **Finance Department**

- Accounts Payable & Receivable
- Annual Audit Preparations
- Asset Management
- Budgeting
- Capital Planning
- Library/Community Hall Bookings
- Dog tags
- Financial Reporting/Operation
- Grants
- Information Technology
  - Hardware & Software
  - Internet
  - Cell Phones
- Municipal Drain (Financial Assessment)
- Office Supplies
- Reception (telephone, front counter, general inquiries/complaints)
- Payroll and Benefits Administration
- Taxation

### **Building and Planning Department**

- Building Permits
- Compliance Reports
- Heritage
- Site Plan Control
- Limited Services Agreements
- Septic Inspection & Re-Inspection
- Severances
- Source Water Protection
- Planning Support (Planning Review coordinated by Huron County)
  - Zoning By-Law
  - Official Plan
  - Minor Variances
- Civic Addresses

# **The Municipality of Huron East Request for Proposal Service Delivery Review**

## **Part “B” – Project Information**

- Heritage Advisory Committee

### **Public Works Department**

#### Transportation

- Roads
  - Construction
  - Maintenance
- Bridges, Culverts
- Entrance Permits
- Fleet
- Noxious Weeds
- Signs & Signals
- Street Lights

#### Environmental Services

- Drainage
- Wastewater
- Water
- Waste Sites & Transfer Stations
- Household Hazardous Waste
- Municipal Drains (Technical)
- Recycling
- Yard Waste

### **Protection Services**

- Fire
  - Brussels Station
  - Grey Station
  - Seaforth Station
- Health & Safety
- CEMC
- Shared Services;
  - Fire Chief with Township of North Huron
  - Fire Prevention Officer with Township of North Huron;
  - Fire Agreements with Bluewater, Morris Turnberry, and Central Huron;

### **Community Services**

- Seaforth & District Community Centre
  - Programming
  - Operations
- Brussels, Morris & Grey Community Centre
  - Programming
  - Operations
- Vanastra Recreation Centre

# **The Municipality of Huron East Request for Proposal Service Delivery Review**

## **Part “B” – Project Information**

- Programming
- Operations
- Vanastra Early Childhood Learning Centre
  - Daycare
  - Operations
- Parks
- Town Buildings
- Cemeteries
- Recreation Advisory Committee

### **Economic Development**

- BIA
- ED Strategic Initiatives
- Economic Development Advisory Committee

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**Part “C” – Proposal Evaluation**

**1. Submission Instructions**

This RFP is to be divided into two components – Technical Proposal and Financial.

The Bidder shall submit, in one sealed package, five (5) hardcopies of Component 1, Technical Proposal, and two (2) hard copies of Component 2, Financial, in separate documents. The submissions shall also include one electronic copy, in PDF format, of both components saved as separate files.

Bidders are required to prepare their submission as follows:

**Component 1 – Technical Proposal**

Shall be a response to Part “B” – Project Information including any appendices, a cover letter and a table of contents. Component 1 shall also include the following as appendices:

1. Appendix “A” – Declaration
2. Appendix “C” – Bidders Checklist
3. Appendix “E” – Accessibility Declaration
4. Health and Safety Policy – 2021
5. WSIB Clearance

**Component 2 - Financial**

Shall be the Bidder’s financial offer and should correspond with the Bidder’s proposed schedule and each phase of the project. This section shall provide a breakdown of costs for each phase and contain the following:

1. Appendix “B” – Financial Offer & Manning Table – with hours, rates, etc. for all project team members

It is requested that pricing information not be included within Component 1 of the submission.

**2. Evaluation and Selection Methodology**

Proposals will be evaluated in accordance with the steps identified below. Bidders are required to address each requirement in sufficient depth in their submission to permit a full evaluation of their Proposal. The onus is on the Bidder to demonstrate that it meets the requirements specified in this RFP.

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**Part “C” – Proposal Evaluation**

The Municipality will evaluate the submission solely on the documentation provided as part of the Proposal. References in the submission to additional information not submitted as part of the Proposal, such as a website address where additional information can be found, will not be considered in the evaluation of the Proposal.

Assessment of the Proposal submissions will commence after the RFP closing date.

**3. Conduct of Evaluation**

In conducting its evaluation of Proposals, the Municipality may, but will not be obligated to do the following:

- Seek clarification or verification from the Bidder regarding any or all information provided by them with respect to this RFP;
- Contact any or all references supplied by the Bidder to verify and validate any information provided by them;
- Request specific information with respect to the Bidder’s legal status;
- Conduct a survey of the Bidder’s financial capabilities to determine if they are adequate to meet the requirements of this RFP.

Bidders will be given a specific number of days by the Municipality to comply with any request related to any of the above items. Failure to comply with the request may result in the Proposal being declared non-responsive.

**4. Evaluation Team and Process**

An evaluation team comprised of Municipality officials will review all Proposals received and score the Proposals using a consensus approach in relation to the requirements and points that are identified herein. The Municipality reserves the right to engage professional external or subject matter experts to assist with the evaluation process.

By submitting a Proposal, the Bidder agrees to be bound by the process set out in this RFP regarding the evaluation of Proposals.

Step	Evaluation Stage Description	Weighting
1	Evaluation against Rated Requirements	80
2	Evaluation of Financial Offers	20
	Total Points Available	100

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**Part “C” – Proposal Evaluation**

The following must be provided in the Proposal for Consideration:

1. Project Schedule – Pass/Fail
2. Completed Declaration – Pass/Fail
3. Health & Safety Policy – Pass/Fail
4. WSIB Certificate of Clearance – Pass/Fail
5. Accessibility Declaration – Pass/Fail
6. Financial Appendix “B” – Pass/Fail

**Step 1 – Technical Proposal Evaluation Against Rated Requirements (80 points)**

Technical Proposals will be evaluated and scored in accordance with the rated requirements of this RFP and the following Scoring Guide:

1. Experience and Qualifications (40 %)
  - a. Pay Equity Review
  - b. Planning and Project Management
  - c. Resumes
  - d. References
2. Approach (40%)
  - a. Quality of the Consultant’s Approach
  - b. Proposed Frameworks and Methodologies
  - c. Timeline and Duration
  - d. Implementation Plan

Bidders are required to achieve a minimum of 56.0 points (70%) on the technical proposal evaluation. Failure to achieve the minimum score will render a Proposal non-responsive and will be given no further consideration.

**Step 2 – Evaluation of Financial Proposals (20 points)**

Only Technical Proposals meeting all the requirements detailed in Step 1 will be considered at this point.

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**Part “C” – Proposal Evaluation**

Proposals will be evaluated for the “Proposal Fee” portion based on the following:

The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (20). All higher fees proposed shall be awarded points, rounded to the closest full point for the portion of the evaluation by the following:

$$\text{Awarded Price Points} = \frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \times \text{MAX POINTS (20)}$$

For example: if the low fee is \$100,000, 2nd low fee is \$120,000 and 3rd low fee is \$200,000 their respective scoring would be as follows:

a) The Bidder with the low fee of \$100,000 would be awarded 20Points.

b) The Bidder with the 2nd low fee of \$120,000 would be awarded points as follows:

$$\begin{aligned} \text{Awarded Price Points} &= \frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \times \text{MAX POINTS (20)} \\ &= \frac{\$100,000}{\$120,000} \times 20 \\ &= 16.7 \end{aligned}$$

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c) The Bidder with the 3rd low fee of \$200,000 would be awarded points as follows:

$$\begin{aligned}\text{Awarded Price Points} &= \frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \times \text{MAX POINTS (20)} \\ &= \frac{\$100,000}{\$200,000} \times 20 \\ &= 10\end{aligned}$$

d) This formula would be applied to the balance of proposals received that met the minimum technical score of 70%.

**Step 3 – Due Diligence**

The Municipality, at its sole discretion, may conduct a due diligence phase to review the certainty, reasonableness and comprehensiveness of a Proposal. The Municipality may seek clarification of any of the elements contained in the Proposal and contact the project references in order to confirm the information provided. Bidders are expected to cooperate in providing clarification on any of the components of their Proposal.

Proposals that fail to satisfy the due diligence phase shall not be given any further consideration.

Bidders may be required, and shall diligently do so if requested by the Municipality, to furnish supplemental information concerning their Proposals. Generally, diligently shall mean within 48 hours of such notice given by the Municipality.

**Step 4 – Selection of Successful Bidder**

The evaluation team intends to recommend Proposals for authorization on the basis of “best value” to the Municipality, as determined by Proposals having met and passed all the preceding steps, meaning:

- achieves an overall evaluation score which meets or exceeds the Rated Requirements threshold, as outlined in Step 1;
- have passed the Financial Offer evaluation, as outlined in Step 2;
- scored the highest awarded points after adding the points awarded in Step 1 to the points awarded in Step 2 and,
- have passed the Due Diligence evaluation, as outlined in Step 3.



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**Part “C” – Proposal Evaluation**

**Step 5 – Award**

Following the selection of a Successful Company, authorization of the Contract will be made in accordance with the provisions of the Municipality’s Procurement Policy.

**Step 6 – Debriefing**

Bidders are entitled to request a debriefing from the Municipality of how their submission was evaluated. Debriefing sessions will be scheduled by the Project Manager following Step 5 of the evaluation process. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback to a Bidder. A debriefing session will only involve a review of how the Municipality considered and evaluated a particular Bidder’s Proposal and will not include disclosure of any aspects of the Municipality evaluation of other Proposals received from other Bidders.

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**Appendix “A” - Declaration**

1. I, \_\_\_\_\_, of, \_\_\_\_\_,  
**DECLARE** that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this submission or in the Contract proposed to be taken.
2. **I FURTHER DECLARE** that this Proposal is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a submission for the same project and is in all respects fair and without collusion or fraud.
3. **I FURTHER DECLARE** that no member of the Municipality Council, or any Officer of The Corporation of Municipality of Huron East is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that several matters stated in the said Proposal are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposal document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services for the prices stated.
6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.
7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Municipality may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposal by the Municipality shall be an acceptance of this Proposal.
9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Municipality shall be at liberty to advertise for new Requests for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Municipality the difference between this Request for Proposal and any greater sum which the said Municipality may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Request for Proposals; and to indemnify and save harmless the said Municipality and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

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**Appendix "A" - Declaration**

10. **I FURTHER DECLARE** that Addendum/Addenda No.\_\_\_\_, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_

Date

Name of Company

\_\_\_\_\_

\_\_\_\_\_

E-mail Address

Address

\_\_\_\_\_

\_\_\_\_\_

Name of Signing Authority for  
Contract (Please print)

Telephone

**The Municipality of Huron East  
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**Appendix “B” - Financial**

The Bidder offers to provide the services noted within this Proposal package and identified tasks, and as further detailed in the Company’s proposal, to the acceptance of the Municipality for the following Upset Cost Limit.

<b>Professional Fees</b>	<b>Disbursements</b>	<b>Total Cost (excluding HST)</b>
\$ _____	\$ _____	\$ _____
<b>TOTAL PROPOSAL PRICE</b>		<b>\$ _____</b>

In addition to this summary, the Bidder is required to provide a detailed Manning Table breakdown by major tasks with the Proposal. The breakdown should include the specific activities planned, the timing and associated level of effort by individual or classifications.

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**Appendix “C” – Bidders Checklist**

To be submitted as part of the RFP.

1. Completed Declaration (Appendix “A”) ☐
2. 2020 Health and Safety Policy – Part “A” (#9) ☐
3. WSIB Certificate of Clearance – Part “A” (#9) ☐
4. Accessibility Declaration – Part “A”/Appendix “F” (#10) ☐

To be submitted upon Contract award.

1. Insurance Requirements – Part “A” (#16) ☐

**The Municipality of Huron East  
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**Appendix “D” – RFP Label**

To help identify your RFP, please cut out the label below and affix this label to the outside of your RFP Envelope:

<b>THE CORPORATION OF MUNICIPALITY OF HURON EAST REQUEST FOR PROPOSAL PAY EQUITY &amp; COMPENSATION REVIEW</b>	
<p>The Corporation of Municipality of Huron East 72 Main Street South, Seaforth, Ontario N0K 1W0</p> <p><b>Attention:</b> Brad McRoberts, CAO <b>Telephone:</b> 519-527-0160 ext. 27 <b>E-mail:</b> <a href="mailto:cao@huroneast.com">cao@huroneast.com</a></p>	
<b>CONTRACT NUMBER:</b>  2023-RFP-001	<b>CLOSING TIME/DATE:</b> 1:00 PM June 8, 2023 at 1:00 pm
<b>YOUR COMPANY’S NAME AND ADDRESS:</b>          	

☐ Use the above label for your envelope when you submit your RFP Document.

**The Municipality of Huron East  
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**Appendix “E”**

[COMPANY LETTERHEAD]

To: The Corporation of Municipality of Huron East

From: [Company Name]

[DATE]

[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations.

[SIGNATURE]

[NAME]

[POSITION]

[CONTACT INFORMATION]

[COMPANY]