



# Request for Proposal

Municipal Financial and Municipal Maintenance System  
RFP 2021-04

Wednesday, October 27, 2021

Municipality of Markstay-Warren

21 Main Street South

P.O. Box 79

Markstay, ON, P0M 2G0



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## Definitions

The following definitions apply to the interpretation of the Request for Proposal and Contract Documents:

1. **“Addenda or Addendum”** means any additions, deletions, modifications or other changes to the Contract Document and all corresponding Schedules and Appendices.
2. **“AP”** means Accounts Payable.
3. **“AR”** means Accounts Receivable.
4. **“Authorized Agent”** is a representative of the Proponent’s firm who has the authority, or appears to have the authority, to enter a Contract on behalf of the Proponent.
5. **“Award”** is the acceptance of a proposal in accordance with this Request for proposal, as evidenced by The Municipality written notification to the selected Proponent.
6. **“Business Day”** means any day from Monday through Friday between the hours of 8:30 am and 4:30 pm, excluding statutory holidays observed by The Municipality.
7. **“Calendar Day”** means Monday through Sunday inclusive, excluding any recognized statutory holiday.
8. **“Closing Date”** means the date and time specified in Instructions to Proponents, by which all Proposals shall be received in electronic format.
9. **“Conflict of Interest”** has the meaning that if there is an actual or potential Conflict of Interest in preparing its Proposal, and/or the Proponent(s) foresees an actual or potential Conflict of Interest in performing the works required under the Contract.
10. **“Consultant”** means person or corporation who, by virtue of professional expertise of service is contracted by The Municipality to undertake a specific task or assignment.
11. **“Contract”** means legal agreement to be entered into by the selected Proponent and The Municipality.
12. **“Contract Documents”** means a form of agreement, together with the Standard Conditions, Specifications, Schedules, and Appendices, if any, which constitute the entire understanding between The Municipality and a Proponent submitting a Proposal regarding the Work.
13. **“Conversion of Data”** means to convert/transfer the current historical data from the current system (Baker) into the newly selected ERP system.
14. **“Council”** means the elected representative of the people of The Municipality of Markstay-Warren with respect to municipal administration.
15. **“ERP”** means Enterprise Resource Planning System.
16. **“Finance Department”** means the Chief Financial Officer/Treasurer or his/her designate working within the Finance Department.
17. **“Form of Proposal”** are the standard forms provided in the Contract Document. Proponents must complete and submit the forms contained within this section in order to provide the necessary information for the evaluation of the submission for the purpose of entering into a Contract with the Owner in the event of award.
18. **“Mandatory Requirements”** means those requirements described in Instructions to Proponents, which shall be fully satisfied in order for any Proposal to be considered by the Owner as compliant.
19. **“May or Should”** used in this RFP document shall be permissive and discretionary but recommended.



20. **“Owner”** refers to The Corporation of The Municipality of Markstay-Warren, as the case may be, and as identified in the Request for Proposal, and Contract Documents for the purpose of the award, execution and performance of the Contract.
21. **“Proponent”** Person or corporation who submits a proposal.
22. **“Proposal”** is a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and services based on the approved format of The Municipality containing terms and conditions.
23. **“Proposal” or “Submission”** refers to the information submitted by a Proponent in response to this Request for Proposal.
24. **“Proposal Package”** is the submitted package that includes the proposal and any documents requested for evaluation.
25. **“Request for Proposal (RFP)”** is a solicitation from The Municipality to potential consultants to submit a proposal.
26. **“The Municipality”** means The Corporation of The Municipality of Markstay-Warren.
27. **“Shall or Will”** used in this RFP document is a mandatory requirement that if not met, will result in a Proponent’s disqualification.
28. **“Sub-Contractor” or “Sub-Consultant”** means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Proponent.
29. **“Successful Proponent”** means the Successful Proponent(s) whose Proposal has been accepted by The Municipality and to whom the Contract is awarded.
30. **“Supply”** means to provide the necessary tools, material, equipment, and product to satisfy the Request for Proposal requirements.
31. **“The Municipality”** means The Corporation of The Municipality.
32. **“Work”** means Work/service performed to meet a demand to comply with the conditions of the Contract, delivery dates, specifications and technical assistance.
33. **Workers** include full-time, part-time, permanent, temporary, casual, volunteers, students, contractors and sub-contractors, regardless of a worker’s work from home status. It will also include members of Council and members of Council appointed committees.

## Confidentiality Statement

This document and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document, please respond to the originator of this message and permanently dispose of any copies and any attachments. Thank you for your consideration, Municipality of Markstay-Warren. Please respond to [info@markstay-warren.ca](mailto:info@markstay-warren.ca) with any questions or concerns.



## Executive Summary

The Municipality requires the services of a qualified provider for installation and support of a Municipal Financial and Municipal Maintenance System (MMS) in the most cost effective and efficient manner. This Request for Proposal provides the detail on what is required to submit a Proposal, how The Municipality will perform its evaluation, and any specifications and qualifications to provide the goods and/or service.

The Project includes the following key elements:

- To replace the current financial software with an updated scalable system that offers seamless linkages to tools like Microsoft Office software and ESRI/ArcGIS through API's system;
- Provide a single connected system that provides all core municipal accounting functions, including core finance modules, payroll, property tax, utility billing, payment collection, and work orders;
- Provide an integrated solution for managing and sharing data with other departments and other third-party products;
- Provide a scalable platform that will allow The Municipality to continue to grow in its business processes and in its ability to enhance service levels;
- Provide a flexible reporting tool that will assist in the effective management of the data and systems as well as providing user departments with access to the information they require in the manner most appropriate. This includes web and email report inquiry and distribution as well as drill downs in the report to transaction level detail;
- Ability to review current processes and re-engineer where required, however to also allow some flexibility within the software to match current work-flows;
- Provide a commercial off the shelf system with a proven municipal track record of system reliability and audit approval;
- Solution shall be established on a robust technology platform including non-proprietary database technology;
- Can handle Ontario property tax calculations;
- The system must include advance purchasing capabilities, including purchasing card handling and purchase orders with workflow approval capabilities;
- The system must include time and material work orders linked to asset accounts and/or projects where applicable.

## Business Overview, Background



The Municipality of Markstay-Warren “The Municipality” is a vibrant, welcoming, and family-based community that is committed to positive, sustainable growth. A scenic environment, friendliness of neighbors, diversity of cultures and small village feel make Markstay-Warren the community of choice to live, work, visit and vacation.

The Municipality is a single tier municipality situated in Northern Ontario. The Municipality is located approximately 40 km east of Sudbury and includes the communities of Markstay, Hagar, Warren and other surrounding municipalities. The population is approximately 2,650.

As a single tier municipality, it is responsible for providing the following services:

- Municipal taxation
- Local roads
- Fire protection
- Building inspections and permits
- By-law enforcement
- Parks, and recreational services
- Solid waste collection and disposal
- Library services (governed by a Library Board)
- Potable water (within the village of Markstay and Village of Warren only)
- Sewage collection (within the Village of Warren only)

Policing services are contracted to O.P.P., ambulance and social services are administered by the Sudbury-Manitoulin District Social Services Administration Board, and planning is administered by the Sudbury East Planning Board.

## Proposal Information and Instructions

This section of the Request for Proposal describes the process to submit a proposal. Please read all proposal sections carefully.

### Communications

All communication concerning this Request for Proposal shall be in writing and directed to:

Suzanne B. Fortin, ***Treasurer/Deputy Clerk***  
Municipality of Markstay-Warren  
E-mail: [sfortin@markstay-warren.ca](mailto:sfortin@markstay-warren.ca)  
Phone: (705) 853-4536 x203

No person other than the above-named person or his or her authorized representative is authorized to speak for The Municipality with respect to this Request for Proposal. A Proponent who seeks to obtain information, clarification or interpretation from another municipal official or employee is advised that such material is used at the Proponents own risk, and The Municipality shall not be bound by any such representations. Answers to questions and clarifications may be released in the form of an addendum should The Municipality determine the information is relevant to all Proponents. Any questions shall be sent to the Treasurer/Deputy Clerk in writing on or before November 26, 2021 at 3:00 pm. Questions





will not be answered after this date. No verbal arrangement or agreement, relating to the goods, materials, supplies, equipment, services and construction specified or called for under this document will be considered binding and every notice, advice or other communications pertaining to it, shall be in writing.

### Addenda to the RFP

Changes to the RFP shall only be done by formal written addendum issued by The Municipality's Treasurer/Deputy Clerk. The Municipality hereby reserves the right in their sole discretion to amend this RFP any time prior to the closing date and time.

It is each Proponent's ultimate responsibility to ensure all addenda have been received prior to submission of their proposal or, in any event, prior to the close of the proposal, as a proposal cannot be amended or withdrawn following the close of the RFP, for any reason.

### Submission of Proposal

#### By Courier or Regular Mail

A sealed proposal package may be submitted at or before the closing date and time:

**December 3, 2021, at 12:00 p.m., EST.**

Clearly address the proposal package to The Municipality of Markstay-Warren's administration office as follows:

The Municipality of Markstay-Warren  
21 Main Street. South, Markstay, Ontario, P0M 2G0  
**Attention:** Suzanne B. Fortin, Treasurer/Deputy Clerk

**Re: RFP 2021-04 – Municipal Financial and MMS System**

Provide the proposal number, company name and the return address information on the outside of the proposal package and courier package.

**Note: Courier service to this area is not "Same Day" or "Guaranteed" for a specific time of day.**

#### Electronic Submission

Our Procedural By-Law states that facsimile and electronically mailed proposals will be disqualified. **HOWEVER due to the COVID-19 pandemic, The Municipality is allowing electronic submission by email.**

The RFP shall be sent to:  
Suzanne B. Fortin, Treasurer/Deputy Clerk  
Email address: [sfortin@markstay-warren.ca](mailto:sfortin@markstay-warren.ca)

The Proponent shall include **Re: RFP 2021-04 – Municipal Financial and MMS System** in the subject line.

An electronic copy may be submitted at or before the closing date and time:  
December 3, 2021, at 12:00 p.m., EST

**Note:**



The Proponent is solely responsible for ensuring their submission is received on time and at The Municipality's administration office. A proposal delivered after the closing date and time will not be opened and will be returned to the Proponent.

### **Proposal Package**

The sealed proposal package shall contain **1 original Form of proposal signed by the Authorized Agent and one USB of the complete proposal for evaluation purposes (if sent by mail or courier)**. Please read all sections carefully to ensure a complete package is submitted.

### **Suspension of Service**

In the event that an emergency, labor disruption or inclement weather forces the closure of The Municipality's Administration office, the RFP shall become due on the next business day at 12:00 p.m.

### **Treatment of Information**

The Municipality is required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, as amended.

The information collected will be used solely for the purposes stated in this request. If the Proponent believes that any part of its submission reveals any trade secret, intellectual property, scientific, technical, commercial, financial or labor relations information or any other similar secret right of information belonging to the Proponent, the information must be clearly marked as being confidential.

Any request for access to submissions will be formally reviewed subject to MFIPPA prior to the release of any third-party information. The Municipality may be required to submit information of the Proponent or proposal packages received to granting agencies for outside funding. The Proponent will not be notified of such a requirement.

### **Proposal Package Submissions Information Release to Other Proponents**

The number of proposals received, and the names of the Proponents are confidential and shall not be divulged prior to the public proposal opening.

### **Request to Withdraw a Proposal Package Submission**

Requests for withdrawal of a proposal shall be allowed if the request is made before the closing date and time for the proposal to which it applies. Requests shall be directed to the Treasurer/Deputy Clerk by letter, email or in person, by an Authorized Agent of the company, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal on the same Contract.

### **Proposal Returned Unopened**

A proposal package received after the closing time shall be noted and returned unopened to the Proponent, as soon as possible. If a late proposal is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.

### **Cancellation of Request for Proposal**

The Municipality reserves the right to cancel the Request for Proposal at any point in the process without liability.



## Joint Venture Proposal Package

If a joint venture is responding to the Request for Proposal the proposal package shall be submitted by a lead Proponent and the others named as subcontractors.

## Adjustment to a Proposal Package

Adjustments by telephone, and facsimile (Fax), e-mail or letter to a proposal package already submitted will not be considered. A Proponent desiring to adjust a proposal shall withdraw the proposal and/or supersede it with a later proposal submission prior to the specified proposal closing date and time.

## Erasures, Overwriting or Strike-outs

The Authorized Agent signing on behalf of the organization, shall initial erasures, overwriting or strikeouts on all parts of the original submission.

## Schedule of Events

Event	Date
RFP Submission	October 27, 2021
Final questions from Proponents	November 26, 2021 3:00 pm
Closing Date and Time	December 3, 2021 Noon
RFP Opening and Review	December 3, 2021
Proponent Recommendation to Council	December 13, 2021
Agreement Execution with Successful Proponent	December 14, 2021
Commencement of Services	January 10, 2022
Fully Operational	August 31, 2022

## Proposal Terms and Conditions

Each Proponent, by submitting a proposal, represents that the Proponent has carefully read, understands, and accepts the terms and conditions and specifications of the Request for Proposal in full.

## Form of Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant proposal Form:



- a) The Proposal format “Proposal Acknowledgement” as supplied by The Municipality shall be completed with the contact information and signed with the authorized signature of the Proponent or of a designated official of the organization and submitted in the proposal package. An original signed document is required in the proposal package.
- b) All proposal information and pricing shall be legibly written in ink or by computer.

## **Specifications and Requirements**

It is understood and agreed that each Proponent, by careful examination, is satisfied as to the specifications of goods, nature of the service and the work, the character, quality and quantity of the task, the general and local conditions, warranty and all other matters, which can in any way affect the goods or service.

Each Proponent is directed to carefully examine the proposal documents and to make special inquiry of any details the Proponent is uncertain of and to make further personal inspection and investigation, as the Proponent may deem proper, to determine the correctness of the information so obtained.

## **Omissions, Discrepancies, Clarifications and Addenda**

While The Municipality have made every effort to ensure the accuracy of the information provided in this RFP, the Proponent shall not make any claim against The Municipality for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by The Municipality, private company or individual.

Should a Proponent find omissions from, or discrepancies in, any of the proposal documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent’s responsibility to immediately notify The Municipality in writing.

If The Municipality considers that a correction, explanation or interpretation is necessary or desirable, The Municipality may issue a written addendum to all who have registered as a document via email.

## **Allocation of Risk**

The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of non-acceptance by The Municipality of any proposal submission or by reason of any delay in its acceptance.

## **Mathematical Errors**

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total proposal prices and words shall govern over numbers.

## **Conflict of Interest**

The Proponent is required to submit a Conflict of Interest declaration for any potential conflict of interest or perceived conflict of interest with their proposal package. This may be submitted in the form of a letter. Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict may be grounds for The Municipality to disqualify a proposal or terminate any contract formed or purchase order without liability and for cause.



## Lobbying

In order to ensure fairness to all persons, The Municipality must endeavor to prevent unfair advantage created by lobbying. The Municipality reserves the right to disqualify, at any time (including after the selection process has been completed) and at its sole discretion, any person engaging in lobbying with any elected official or employee of The Municipality in an attempt to seek information or to influence the award of the contract. Any activity designed to influence the decision process, including, but not limited to, contacting any elected official or The Municipality staff for such purposes as meeting or introduction, social events, meals or meetings related to the selection process.

A Proponent may communicate with the appropriate member of the applicable Municipality Clerks or Treasury department for purposes of administration of the contract during the term of the contract.

## Litigation

No submissions will be accepted from any persons which has a claim or has instituted a legal proceeding against The Municipality or against whom The Municipality have a claim or instituted a legal proceeding without prior approval by Council. The Municipality may choose to disqualify a Proponent that has litigation against them that would affect their performance or reputation in performing the service or providing the goods and services requested by The Municipality.

## Gratuities

The Proponent acknowledges that no officer, member of Council, or employee of The Municipality has benefited or will benefit financially or materially from an award. A selected Proponent will be disqualified or a contract or purchase order will be terminated by The Municipality if it is determined that gratuities of any kind were either offered to, or received by, any Municipality' officer, member of Council or employee.

# Proposal Evaluations and Selection

## Evaluation of the Proposal Package

All proposals will be requested, received, evaluated, accepted and processed in accordance with The Municipality Purchasing Policy including amendments.

The Proposal package will be subject to a comprehensive analysis and evaluation, based upon the best overall value to The Municipality by an evaluation. The Proposal will be checked for compliance to the Proposal request and should be organized in sequence by the sections listed below. A description of what is expected in each of these sections is presented below. A compliant Proposal will be evaluated using the rating criteria as indicated.

The Municipality reserves the right in its sole discretion to:

- a) Waive minor irregularities and/or minor non-compliance by any Proponent with the requirements of this Request for Proposal and
- b) Request clarification and/or further information from one or more Proponent after closing without becoming obligated to offer the same opportunity to all Proponents.



Number	Submission Criteria	Points
1	Respondent's Understanding of Project and Completeness of Proposal	5
2	Qualifications and Experience of the Proposed Project Team/Client References	10
3	Budget	25
4	Proposed Methodology and Workplan	10
5	Software's ability to meet needs (base modules and optional future modules)	25
6	Ease of use and navigation of Software	25
	Total	100

- **Highest score may not necessarily be the accepted proposal.**

## Proposal Content and Organization

The proposal must be organized according to the sections in this RFP in order to facilitate evaluation and comparison of proposals.

Proposal submissions must provide a detailed Table of Contents. All sections must be tabbed and labeled to facilitate ease of reference. All Appendices are to be noted in Table of Contents and tabbed/labeled separately.

The Proposal is recommended to be no more than twenty (20) pages in length.

### a) **Company Profile**

Provide a description of your firm, number of employees, capability and means to complete the requirements. Include your firm's years of experience relevant to the proposed project. The information to be provided but not limited to:

- Proponent size and stability
- Municipal experience
- Market size in share in Ontario and in Canada as a whole

### b) **Project Team, Qualifications and Relevant Experience**

List proposed team members and identify the level of involvement in each proposed task. Proponents must demonstrate similar experience by providing references from a government/public sector entity of similar nature. Bidders without or with insufficient government/public sector experience may be disqualified. Prior poor performance with The Municipality may result in disqualification. Decisions of disqualification by The Municipality will be deemed final and will be given to the Proponent in writing.



**c) References**

Proposal must include at least three (3) Ontario municipal customer references. Successful previous projects that include system integration with ESRI/ArcGIS through API's are desired.

**d) Implementation Plan**

Provide an implementation plan that includes preferred methodology, milestone timelines, status updates, and risk management.

**e) Financial Offer**

The price, disbursements and HST shall be clearly identified as per Schedule E.

Disbursements will include printing, travel, courier service, meals and any telephone/facsimile charges. Proponents are also requested to provide, where applicable, rates for additional work of similar nature believed not to be covered in this RFP but considered necessary for completion of the assignment and shall specifically identify them in the proposal.

The Municipality may request additional information around the financial consideration and incomplete proposals will affect the evaluation and may disqualify a Proponent. All costs to The Municipality shall be described as indicated above and calculated into the financial offer to ensure completion of the Project.

The Municipality reserves the right to adjust costs of proposals to reflect imbalances or discrepancies.

The Municipality may choose to interview certain Proponents to clarify issues. Proponents are advised that only complete submissions will be reviewed and evaluated. The successful Proponent will be one with the highest score.

## **Invitation Issued for Presentation**

At its sole discretion, The Municipality may invite Proponent(s) to make a presentation to Council if/when applicable.

## **Terms of Award**

- a) The lowest or any Proposal will not necessarily be accepted, and The Municipality reserves the right to award any portion of the Proposal.
- b) Proposals are irrevocable for one hundred and twenty (120) calendar days from the date the Proposal is opened.

## **Selection for an Award**

Upon receiving approval to award the proposal, The Municipality shall contact the selected Proponent by mail, courier, fax or by e-mail to the contact person named at the address given in his/her proposal package.



## **Complete Proposal Package**

The Proponent is advised to ensure that their offer is a complete proposal. All information submitted and made available will support the Request for Proposal specifications and requirements. Any waiver or clarification will not be considered as an opportunity for a Proponent to correct errors or change the offer in their Proposal.

## **Terms and Conditions of Contract**

### **Accessibility for Ontarians with Disabilities Act**

The Municipality is committed to incorporating accessibility criteria and features when procuring or acquiring services, except where it is not practicable to do so, in accordance with their Accessibility policies.

All Proponents who provide services shall comply with the Accessibility for Ontarians with Disabilities Act, 2005, and any and all Accessibility policies implemented at The Municipality.

All suppliers who provide services shall ensure that all of its employees, volunteers and others, for which the supplier is responsible for, are compliant with the training requirements as legislated under the Ontario Regulation 429/07 (section 6), Accessibility Standards for Customer Service.

### **Contract Documents**

The Proponent's proposal documents, the RFP and such other documents, including all amendments or addenda agreed between the parties comprise the "Contract Documents" and shall form in part or in full of the Contract entered between the Proponent and The Municipality.

Should any work or materials be required which are not detailed in this RFP, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent hereof, the Proponent is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described. No after claim will be allowed or entertained for obstructions or work necessary to fully complete the work whereon said Proponent made tender.

### **Due Diligence**

It is understood and agreed that the Proponent has by careful examination, satisfied itself as to the nature and location of the work, the quality and quantity of services/materials to be encountered, the character of materials, labor and facilities needed in the completion of the work.

### **Insurance**

Prior to commencing any work or services the Proponent will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in the Comprehensive General Liability Insurance section. The certificate of insurance shall identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Proponent's and/or sub-contractors own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to The Municipality and shall provide The Municipality with thirty (30) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, policy holder, and scope of work.





The Proponent and each of its subcontractors shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance as respects The Municipality.

Similar evidence of renewals, extensions or replacement of said policies, upon request, shall be forwarded to The Municipality, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Proponent shall not contain any disclaimer whatsoever.

The Proponent shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Proponent shall deposit with The Municipality detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the insurance clauses so provided in the said agreements.

### **Comprehensive General Liability Insurance**

Comprehensive general liability insurance with limits of not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury or property damage and in the aggregate with respect to products and completed operations. The insurance shall protect the Proponent, its subcontractors and their respective employees, servants and agents against personal injury, including death, sustained by any person and damage to or destruction of property including loss of use thereof, arising directly out of the operations or requirements performed in connection with the Contract.

The policy of insurance shall:

- a) Contain a cross-liability or severability of interest clause;
- b) Extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, Proponent's protective liability, broad form property damage, broad form completed operations, and operation of attached machinery;
- c) Add The Municipality, its officers, officials, employees, servants, and agents as additional insured; and
- d) Have a policy deductible not exceeding five thousand dollars (\$5,000) for any one accident of occurrence.

The Proponent shall ensure that vehicles owned and/or operated by the Proponent in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than Five million dollars (\$5,000,000) per occurrence.

### **Professional Liability Insurance**

The Successful Proponent 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 shall remain in force for an additional 12 months after project completion. A certificate of insurance evidencing renewal is to be provided each and every year or contain an extended reporting period purchased by the Proponent at the Proponent's sole expense.



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## Indemnification

The successful Proponent shall indemnify and hold harmless The Municipality, its officers, Council members, partners, agents and employees from and against all claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Municipality and against all loss, liability, judgments, claims, suits, demands or expenses which The Municipality may sustain, suffer or be put to resulting from or arising out of the successful Proponents' failure to exercise reasonable care, skill or diligence or omissions in the performance of any work or service required hereunder to be performed or rendered by the successful Proponent, its agents, officials or employees.

## Sub-contractors

All sub-contractors are the responsibility of the Proponent. The Proponent agrees that the sub-contractors shown in its proposal are the sub-contractors that it proposes to use to carry out the requirements. Subject to The Municipality approval of the listed subcontractors, the Proponent agrees, if awarded this contract, to engage the listed sub-contractors and no others in their stead without prior written authorization of The Municipality.

Nothing contained in any Contract documents shall create any contractual relationship between the sub-contractors and The Municipality.

## Taxes

Unless otherwise provided herein, the Proponent shall pay all government sales or excise taxes in force at the date of the agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services taxes and Provincial Sales taxes separately.

## Laws

The laws of Ontario shall govern the Contract.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

## Notices

Any notice required to be given or made in this Contract shall be given or made in writing and shall be served personally, emailed or mailed by registered mail addressed to The Municipality and to the Proponent at the address set forth in its proposal.

## Errors and Omissions

The Municipality shall not be held liable for any errors or omissions in any part of this RFP. While The Municipality has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted accurate by The Municipality, nor is it necessarily comprehensive or exhaustive.



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## **Termination for Proponent Default**

Upon the termination of this Contract for cause, the Proponent shall have no claim for any further payment, but shall remain liable to The Municipality for all loss and damage which may be suffered by The Municipality by reason of the default or occurrence upon which such notice was based.

## **Request of Approved Equals and Alternatives**

Request for equals to the material, equipment or methods of fabrications specified, should be submitted in writing to the person identified in the Proposal Information and Instructions section three (3) days prior of closing time of this RFP. These requests should contain pertinent data such as specifications, construction and operational characteristics, cost savings ect.. in order to assist The Municipality in its decision. Approvals for equals will be in the form of addenda, The Municipality is not obligated to review and approve equals prior to the RFP closing time.

## **Health and Safety**

### **General**

Proponent shall comply with the Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, The Municipality's Policies as well as with the prescribed requirements legislated in the Regulations for Industrial Establishments.

### **Persons**

The Proponent and it employees, contractors, sub-contractors and all others directly or indirectly engaged by the Proponent for this project shall use their training, knowledge and experience to protect the health and safety of their workers and others, reporting to their supervisor the absence of, or defect in an protective equipment or device, and reporting to their supervisor any circumstances or conditions that may limit their ability to comply with the requirements of the OHSA and The Municipality's Policies.

### **WSIB**

The Proponent agrees that it shall, at its own expense, procure and carry or cause to be procured and carried and paid for, full WSIB coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Proponent agrees that The Municipality have the unfettered right to set off the amount of the unpaid premiums and assessments for such coverage against any monies owing by The Municipality to the Proponent. The Municipality shall have the right to withhold payment under this contract until the WSIB premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract have been paid in full.

The Proponent shall, upon request, provide The Municipality with the Proponent's WSIB registration number and letter from WSIB confirming that the Proponent is registered in good standing with WSIB and that all assessments have been paid to the date thereof prior to The Municipality having any obligation to pay monies under this Contract.

If exempt from coverage, the Successful Bidder shall obtain optional coverage in the form of a letter from WSIB and must be provided to The Municipality within ten (10) business days of being awarded the contract, or commencement of the contract, whichever is shortest.



## Municipal COVID-19 Protocols

All workers related to this agreement shall adhere to any and all COVID-19 protocols set forth by the Provincial Government and our Local Public Health Agency (Public Health Sudbury and District). For detailed information, the Proponent may consult [www.phsd.ca](http://www.phsd.ca) for further details. Further, any worker entering any municipal facility shall follow the Municipal Vaccination Policy and the Municipal COVID-19 Screening Protocol. These documents can be found in Schedule F – Reference Documentation.

## Workmanship Warranty

Workmanship shall be of the best quality, executed by workers qualified, experienced and thoroughly skilled in the respective duties for which they are employed.

## Implementation Schedule

The Proponent agrees to the schedule outlined in the *Schedule A* section. No deviation from this schedule will be permitted without prior approval by The Municipality.

## Product and Material Quality

All material and equipment shall be new, not damaged or defective. Defective products will be rejected regardless of previous inspections. The Proponent shall remove and replace defective products at their own expense and be responsible for delays and expense caused by rejection.

## Fully Operational

The Proponent shall ensure no interruption to the existing software as this software must remain fully operational until such time as the system is transferred to the new software.

## Terms and Conditions

Relating to the submission document:

- ☐ **Term of Agreement** - The successful Proponent will provide Financial Software to the Municipality.
- ☐ **Billing** - The successful Proponent will agree to the payment schedule as follows:
  - Deposit of 25% at execution of the agreement.
  - Payment of 50% once software is ready to run a parallel.
  - Final payment of 15% paid 60 days after the go-live date.
  - 10% holdback release after all deficiencies completed and all deliverables received by The Municipality.
- ☐ **Provincial and Federal Taxes (H.S.T.)** – Proposals shall include applicable HST. This tax shall be shown separate from the unit price. The respondent shall include with the executed documents, at the time of submission, on company letterhead, notification to The Municipality of their HST Registration Number (if any)
- ☐ **Costs, Deliverables & Timelines** – as set out in Schedule E.
- ☐ **Declaration** - Signed declaration must be submitted



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- ☐ **Other** – Respondents may include any additional information regarding their firm and/or services that may prove beneficial to the evaluation of the proposal. These would be provided in the form of appendices.



## Declaration

### Name and Address of the Proponent

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Phone:

Fax:

Email:

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### The Proponent declares:

- No person, firm or Municipality other than the Respondent, has any interest in this proposal or in the proposed services for this proposal;
- No member of the staff of The Municipality of Markstay-Warren is, or will become interested directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise or in the performance of the service or in the supply, service or business to which it relates or in any portion of the profits thereof or in any of the monies to be derived there from;
- The content and requirements of this proposal document have been read and understood.
- All prices are quoted in Canadian funds.

**All or any proposals not necessarily accepted.**

Signed at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Print Name - Witness

\_\_\_\_\_  
Print – Respondent

\_\_\_\_\_  
Title - Respondent

\_\_\_\_\_  
Signature - Witness

\_\_\_\_\_  
Signature – Respondent



## Schedule A – Project Scope

### Description of Services

The Municipality expects that staff assigned to this project is knowledgeable about municipal operations, are committed to understanding how The Municipality operates and fully understands the software to provide excellent customer service. The Municipality expects a single point Project Manager will be assigned to the project to resolve issues as they arise in an efficient and timely manner.

The chosen solution will provide a scalable integrated suite of business applications that address the needs of the financial processes. All applications will include drill down capabilities both within the module and across all modules. Specific activities, or functional requirements, that need to be supported are attached Schedule B.

The Proponent's submission shall describe the key elements of the approach that would be employed by the Proponent in undertaking this project. The methodology must contain adequate information to indicate a sound understanding of the needs of the project and provide the evaluators with step by step procedures and a schedule of activities which indicates how it proposes to meet these needs. A specific timetable and work plan must be included.

The project will include:

#### 1. Project Management:

- a. Proponent must prepare a detailed Project Plan. The proposal should state clear and concise steps detailing how the project is expected to be rolled out. This plan should include the following key elements:
  - i. Initial Orientation & Discovery
  - ii. Cloud Server Preparation, Database & Program Installation, Testing & Optimization
  - iii. Data Conversion & Data Importation
  - iv. Software Training on Test Database
  - v. Implementation – Shadowing using both Finance software packages
  - vi. Municipal resources required, including time commitment and timing
  - vii. Go Live - Stand Alone

#### 2. A Fully Scalable Integrated Solution:

- a. The Financial and MMS System shall be scalable state of the art solution.
- b. The solution shall have all modules outlined in Schedule B.
- c. Identification of add-on modules for full integration across all departments and growth potential within The Municipality.
- d. Full on-line services with a minimum (scalable) of the following users:
  - i. 2 administrators
  - ii. 4 data entry users with full processing capabilities
  - iii. 5 viewers with ability to create reports

#### 3. Installation Services:



- a. The Proponent will be responsible for the cloud server setup, installation, and preparation of the application software.

4. Data Conversion Services:

- a. A recommended approach to data conversion should be specified, along with any data conversion utilities available.
- b. The data conversion should include testing and verification of conversion results.
- c. The Municipality will require historical conversion of a number of year's data, which may vary from application to application.

5. Implementation Services:

- a. Proposals shall include an implementation plan based on a desired operational date of August 31st, 2022.
- b. It is the intent of The Municipality to make a decision by January 27th, 2021. Therefore, implementation plans should be based on April 1st, 2022 start date but will be subject to finalization.
- c. The proposed implementation plan should detail the logical sequence of steps that will be required and their duration and the makeup of the supplier's proposed implementation team. It should include the level of effort and discussion on the following items:
  - i. Project planning
  - ii. System Discovery and change management
  - iii. Flexibility in system setup and configuration options
  - iv. Approach to and amount of training delivered
  - v. Testing and go-live preparedness provided by the Proponent
  - vi. Custom forms delivery
  - vii. Data conversion and approach

6. Training Services:

- a. The successful Proponent is responsible to complete a training plan that details the expected types and lengths of training sessions for each module.

7. Documentation Services:

- a. The successful Proponent must provide all necessary documentation required to operate and maintain the system and/or service, and confirm what of the following, is part of the package and what would be delivered for an additional cost:
  - i. Technical documentation
  - ii. Operating/User procedures
  - iii. Training Manuals

8. Post Program and Technical Support:

- a. The support network must be able to assist municipality staff in a timely and efficient manner in order to ensure that downtime is negated.
- b. The Proponent shall provide immediate, person-to-person, "hot-line" support for technical and end-user staff during business hours from 8:00 am to 5:00 p.m. local





time for standard business. It is expected that extended service may be required during special processing times.

- c. In addition, the bid should include the following:
- i. Provide rates for services that would be available on a per diem or project basis as a result of agreed upon changes to the contracted implementation plan.
  - ii. Provide rates on services that would be available on a per diem or project basis for post-implementation system modifications or enhancements.
  - iii. Provide normal new release dates during the year.
  - iv. Identify the Proponent's policy regarding software updates and enhancements as a result of ongoing system improvement and development as well as your policies regarding updates to the system as they pertain to legislative changes.
  - v. Provide any and all sample annual support agreements and clearly identify all policies regarding support.
  - vi. Clearly identify the location of the support team, and their hours support can be obtained in Eastern Standard Time.

### Responsibility Matrix

Item	Responsible Party
Software Configuration	Proponent
Transfer of existing data to new software	Proponent
Building software masterfiles for new system	Proponent
Data testing	Proponent
Parallel run	Municipality/Proponent
Month end and year end testing	Municipality/Proponent
Training	Proponent



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## Documentation Deliverables

- Installation timeline

### Other Documentation

As part of the final deliverables, the list of documentation is required.

- Operational Manual(s)
- Training Manual(s)
- Warranty Certificate(s)



## Schedule B - Technical Information

### Current System Specifications

Our current financial specifications are as follows:

<b>Current System</b>	Server Based iCity/Vadim
<b>Number of Property Accounts</b>	Approximately 1,300
<b>Invoice for Utilities</b>	Water only in Markstay (water meter) Water and sewer in Markstay (flat rate)
<b>Number of Utility Accounts</b>	200
<b>POS</b>	1 Terminal at Municipal Office 1 Terminal at Arena Payments made through Caisse Populaire.
<b>Payroll System</b>	Currently process through Vadim and performed internally.
<b># Full-time employees</b>	18-20
<b># Part-time/Seasonal employees</b>	6-8 part-time, and 50-60 part-time fire fighters
<b>Purchasing System</b>	Manual process currently.
<b>Inventory</b>	None currently.
<b>Work Orders</b>	None currently.
<b>Number of software users</b>	There are 4 software users currently.
<b>Accounts Receivable/Payable</b>	

### Proposed Solution Requirements

Below is a list of the fundamental functionality that shall be included in the Proponent's solution.

1. Ontario Based Property Taxation
  - a. Including E-Billing feature with full audit history and resend capabilities;
  - b. Ownership information history and noting;
  - c. Ability to calculate interest and penalties;
  - d. Automated (i.e. Supplemental Billings and Adjustments from MPAC);
  - e. Note that Water Billing is included as a separate levy annually on the Final Tax Billing for those properties where a structure exists.
2. Utility Billing
  - a. Include E-Billing feature with full audit history and resend capabilities;
  - b. Both Metered and Flat Rate Billing;
  - c. Noting for customer service;
  - d. Linkage of ownership – between Utility/Taxation;
  - e. Provide a rolling 24 month consumption report with graphing capability to be displayed on the customer bill.
3. General Ledger



- a. Bank Reconciliations;
  - b. Including the ability to audit track changes; and
  - c. FIR (Financial Information Return) Classification codes.
  - d. Recurring Journal Entries
  - e. Flexible Chart of Accounts structure to allow tagging and filtering;
  - f. General User Lookups/Status information;
  - g. Ability to note and attach details of individual accounts;
  - h. Budget Values (optional budget updates i.e. multiple iterations).
4. Payroll
  - a. Import hours from “.csv” or other format;
  - b. Time entry and approval online;
  - c. Ability to allocate labor hours to specific activities (i.e. GL codes) and automatically distribute related wages and benefits costs;
  - d. Integration with work order system;
  - e. Payroll remittance reports;
  - f. Direct Deposit payments and electronic pay stubs;
  - g. Ability to generate TOEs and T4s;
  - h. Ability to track Sick and Vacation Time is beneficial but not required;
  - i. Support emailing of pay slips.
5. Accounts Payable
  - a. With the ability to process EFT’s (Electronic Funds Transfers), including remittance advice electronically;
  - b. With a link back to a Purchase Order System, including 2-way and 3-way matching;
  - c. Approval process for AP included (work-flow);
  - d. Ability to note and attach details of individual accounts;
  - e. Scan and attach documentation to each entry;
  - f. Batch format with drill down capabilities.
6. Accounts Receivable
  - a. Batch format with drill down capabilities;
  - b. Scan and attach documentation to each entry;
  - c. Ability to provide electronic notification of invoices/statements; and
  - d. Must have customer accounts that link to property taxes and utility billings;
  - e. Must integrate payment engine with property taxes and utility billings.
7. Purchase Order System
  - a. Blanket and discrete purchase order capability,
  - b. Approval/Authorization through online system; and
  - c. Integrated to AP
8. Cash Receipting with the capability to receive and isolate the following:
  - a. Cash;
  - b. Debit/Credit;
  - c. Cheques – including post-dated;
  - d. Pre-Authorized Payments (imported from .csv);



- e. Electronic Fund Transfers/Online Payments (imported from .csv)
  - f. Automatically update customer accounts with respect to payments through import function;
  - g. Integrate to all subledgers including AR, Property Taxes, and Utility Billing;
  - i. Must integrate to automated electronic payments for automated import.
9. Financial Reporting
- a. Including the ability to easily customize reporting;
  - b. Import/export capabilities;
  - c. Ad-hoc queries;
  - d. Must have report distribution capabilities including the ability to schedule reports and email reports in Web and Excel formats.
  - e. Able to drill down on reports to transactional level detail;
  - f. FIR reporting.
10. Citizen Portal
- a. Fully functional, proven and secure web-based citizen portal;
  - b. Access to Sundry AR, Property Taxes, Utility Billing account inquiry and payment;
  - c. Support multiple payment processors.
11. HST Reporting
12. Security and User Level Administration (maybe role-based or user based)
13. Import/Export Capabilities across all modules.
14. Purchasing/Purchase Order.
- a. Include approval process; and
  - b. Inventory allocations.
15. Budgeting including import and export capability

In addition to the fundamental functionality above the solution must be able to perform the following:

**1. Adhoc Reporting**

Adhoc reporting and query tool purpose built for the accounting system including:

- a. Ability to import and export reports to share/receive with others outside the organization
- b. Ability to generate real-time Excel reports
- c. Full publishing and security model on the above

**2. Project Costing**

- a. Ability to project cost with integration and GL enforcement
- b. Ability to process time and materials.

**3. Electronic Billing**

- a. Comprehensive and unified e-Billing solution that includes the ability to send:



- 
- i. Receipts
  - ii. Tax Certificates
  - iii. Tax Notices
  - iv. Assessment Notices
  - v. Tax arrears letters
  - vi. Utility Bills
  - vii. Utility Arrears Letters
  - viii. Sundry AR invoices and Statements
  - ix. Pre-authorized change of value letters and notices
  - x. Full history of all emails and PDFs sent and can easily resend
  - xi. Ability to create email templates with custom wording and personalized information (like a mail merge) embedded directly into the email
  - xii. Ability to add additional attachments to the emails
  - xiii. Single sign up capability allowing customers to quickly opt-in for all electronic notifications that can receive

**Note:**

Schedule C provides the optional future modules to be considered which may go beyond 2023. The optional modules will be depending on the financial offer provided.



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## **Schedule C – Optional and/or Future Modules**

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### **1. Asset Management**

- a. Integrated to the General Ledger;
- b. PSAB compliant reporting;
- c. Integration with ESRI/ArcGIS through API's.

### **2. Work Orders**

- a. Connected to the Web Based Interface;
- b. Integrated with ESRI/ArcGIS through API's, Asset Management, Payroll and Tangible Capital Asset account in the G/L;
- c. Ability to include scans/attach information and documentation.
- d. Integration with ESRI/ArcGIS through API's.

### **3. Permits**

- a. Integrated to the property data.
- b. Including but not limited to Building/Planning applications;
- c. Permitting; with the ability to pause (not enter into the queue) the applications if they do not meet full requirements;
- d. Fire Department/Building Inspections Including inspection information;
- e. Integrated with ESRI/ArcGIS through API's.

### **4. Employee Portal**

- a. Portal for electronic paystubs, timesheet entry;
- b. Online leave requests, access to information such as accumulated sick/vacation time;
- c. Calendar.

### **5. Complaints/311/Service Requests**

- a. Integrated to the property data.
- b. Integrated with ESRI/ArcGIS through API's.



## Schedule D – Statement of Acknowledgement

I/We hereby acknowledge receipt of the entire Request for Proposal document including any addendums issued and have been provided with all the details required to permit me/us to submit a proposal.

I/We declare that the Proposal is not made in connection with any other Proponent submitting a Proposal for the same goods and/or services or work and is in all respects fair and without collusion or fraud and that full disclosure has been made of any conflict of interest or potential conflict of interest.

I/We hereby agree, having carefully reviewed the Request for Proposal documents, to provide and pay for all material, labor, tools, delivery, any equipment and incidentals necessary for the work or supply of services to complete Request for Municipal Accounting Software, as specified in accordance with all of the sections, appendices, schedules, drawings and addendum if applicable.

I/We, hereby confirm that the company named in this Proposal is licensed to do business in the Province of Ontario.

It is certified that the undersigned is authorized, appointed and empowered to sign and submit this proposal and bind them to its offer, terms and conditions.

Executed by me and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

I have the authority to bind the Company/Corporation

\_\_\_\_\_

Corporate Seal

Print Name and Position Held





## Schedule E – Pricing Matrix

Financial and MMS System	Price per Module		Extended Price
Cloud Server Configuration			
Base Modules			
Property Taxation			
General Ledger			
Payroll			
Accounts Payable			
Accounts Receivable			
Cash Receipting			
Utility Billing			
Electronic Billing			
Purchase Order			
Budgeting			
Citizen Portal			
	<b>Sub-Total Financial and MMS System</b>		
Training for all Modules			
# Days		Price/Day	
	<b>Sub-Total Training</b>		
Other			
Backup Specifications and setup (if required)			
Other Third Party Licenses (if any)			
	<b>Sub-Total Other</b>		
	<b>Total System Deployment</b>		
Annual System Support and Licensing Fee			

HST is Extra



Modules	Module Cost	Implementation Costs	# Days	Training Cost	Data Conversion	Other	Total Module Cost
<b>FUTURE/OPTIONAL MODULES</b>							
Asset Management							
Work Orders							
Permits							
Employee Portal							
Complaints/311/Service Requests							
<b>Annual Licensing/Maintenance Cost</b>							
Asset Management							
Work Orders							
Permits							
Employee Portal							
Complaints/311/Service Requests							

**HST is Extra**



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## Schedule F – Reference Documentation

- [Municipal COVID-19 Vaccination Policy](#)
- [Municipal COVID-19 Screening Protocol](#)