



**REQUEST FOR PROPOSALS**

**CHIEF ADMINISTRATIVE OFFICER'S ANNUAL  
PERFORMANCE EVALUATION**

**FOR**

**THE CITY OF CHARLOTTETOWN**

**MARCH 2024**

**FILE#2024-019**

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## 1.0 INTRODUCTION

Proposals shall be submitted by email at [tenders@charlottetown.ca](mailto:tenders@charlottetown.ca) with the subject, "**2024 Security Patrol for City Parks & Victoria Park**". It is the responsibility of the proponent to email the proposal before **2:00:00 on Thursday, April 4<sup>th</sup>, 2024. Late proposals will not be accepted.**

Any addenda will be posted on the City of Charlottetown website at [charlottetown.ca/tenders](http://charlottetown.ca/tenders). Proponents are responsible for checking the website for proposal/quote/ tender notices, documents, and addenda. The City is not responsible for ensuring Proponents have obtained addenda.

**Email submissions will be accepted as the sole method of submission. There will be a public opening of submissions received immediately after closing.** The awarding of a contract, if any, resulting from this Request for Proposals (RFP), shall be done, upon approval by City Council, as soon as practical after bid evaluations have been completed. Results of this RFP will be posted on the City's awards webpage at the following address: [www.charlottetown.ca/tenders](http://www.charlottetown.ca/tenders).

The selection of the successful proponent shall be done upon approval by City Council, as soon as practical after proposal evaluations have been completed (see **Section 5.0** for more information on evaluation of Proposals). Results of this RFP will be posted on the City's awards webpage at [www.charlottetown.ca/tenders](http://www.charlottetown.ca/tenders).

This RFP creates no obligation on the part of the City to award the contract to any Proponent or to reimburse proponents for Proposal preparation expenses. The City reserves the right to accept or reject any and all Proposals, in whole or in part, received as a result of this RFP, and to negotiate in any manner necessary to best serve the interest of the City. The decision on which Proposal best satisfies the needs of the City rests solely with the City and any decision is not open to appeal. Submissions will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict in connection with this Project.

The City specifically reserves the right to reject all Proposals if none are considered to be satisfactory and, in that event, at its option, to call for additional proposals. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the City or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

At the election of the City, whether or not a Proposal or Proponent otherwise satisfies the requirements of the RFP, the City may reject summarily any Proposal received from a corporation or other person which has been anywise involved in litigation, arbitration or alternative dispute resolution with the City within the five-year period immediately preceding the date on which this RFP was published.

The City's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the City or other institutions.

The City will pay the successful Consultant via Electronic Funds Transfer. The successful Consultant will be required to provide the necessary information for registration on the City's payment system.

Any questions in respect of this RFP, please contact the City's Finance Department at [tenders@charlottetown.ca](mailto:tenders@charlottetown.ca). Questions must be received by the Question Deadline **Wednesday, March 27<sup>th</sup>, 2024**.

### 1.1 SUSTAINABILITY & SUPPLIER CODE OF CONDUCT

The City of Charlottetown is committed to leveraging its procurement to improve the sustainability of its operations and strengthen Charlottetown's environmental, social, and economic prosperity. The City will implement sustainable procurement practices to advance positive sustainable impacts and reduce negative impacts while ensuring fiscal responsibility and respecting trade agreements.

The City expects Proponents and their supplier(s) to have responsible business practices, operations and processes that support protecting the environment and are socially responsible. **The Supplier Code of Conduct (Appendix A)** sets the minimum expected ethical and human rights standards for vendors and their suppliers. The City's intent is to work with Proponents to promote, grow and implement sustainable business practices.

The City reserves the right to request suppliers provide documentation to support sustainability claims and declarations.

Regarding this RFP, the City of Charlottetown seeks more detailed information about the Proponent's sustainability practices and features of the technologies used for this project, specifically in the areas of: energy use and Greenhouse Gas Emissions (GHGs) reduction.

### 1.2 PURPOSE

The City of Charlottetown ("City") is seeking proposal submissions from qualified agencies specializing in HR consulting, specifically pertaining to performance evaluations, to develop an annual performance evaluation process for the City's Chief Administrative Officer (CAO). The intent is for the Human Resources Committee of Council, with the support of the Proponent, to administer this evaluation process for the CAO on an annual basis, which will be used to track progress and identify development opportunities.

### 1.3 BACKGROUND

Often referred to as the "Birthplace of Confederation" after the historic Charlottetown Conference in 1864, Charlottetown is a flourishing, port community located on the south shore of Prince Edward Island. Charlottetown is the provincial capital and home to approximately 40,500 people. In 1995, the new City of Charlottetown was created by amalgamating the communities of Hillsborough Park, East Royalty, West Royalty, Winsloe, Sherwood, Parkdale, and the City of Charlottetown.

The City of Charlottetown is governed by a City Council, comprised of a Mayor and ten Councillors representing 10 wards. The Mayor is elected at large and Councillors are elected by ward with elections held every four years.

The CAO oversees all City staff, manages the administration, and reports directly to City Council. The City corporation is comprised of approximately 430 employees (225 full-time, the remainder

being seasonal, entry level seasonal, casual, contract and part-time). The workforce is comprised of five (5) unions, along with management/non-union staff who work at various locations across the City. Each year the City processes approximately 1,000 T4 forms for City staff.

Eleanor Mohammed is the current CAO and she commenced this role in March 2023.

## 2.0 REQUEST FOR PROPOSAL TERMS

The City has formulated the terms and procedures set out in this RFP to ensure that it receives proposals through an open, competitive process, and the Proponents receive fair and equitable treatment in the solicitation, receipt, and evaluation of their proposals.

The following terms will apply to this RFP and to any subsequent Contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms.

### 2.1 DEFINITIONS

Throughout this RFP, terminology is used as follows:

- a) **“City”** means The City of Charlottetown.
- b) **“Administrator”** means the person or persons designated within the bylaws of the City as responsible for giving direction to or negotiating with a potential or successful proponent.
- c) **“Agreement”** means the written agreement, consisting of the agreement documents signed between the City and the successful proponent pursuant to this RFP and the successful proposal.
- d) **“Agreement Documents”** means the instructions to proponents, scope of service, addenda, response to the RFP, and the acceptance of proposal together with all subsequently negotiated agreements, written amendments, modifications, and supplements to such documents and all written authorizations signed by the administrator(s) amending, deleting, or adding to the contract.
- e) **“Contract”** means the written agreement or Purchase Order resulting from this Request for Proposal, in accordance with this RFP.
- f) **“Contractor”** means a successful Proponent to this RFP who enters into a written Contract with the City.
- g) **“Must”, “mandatory”, “required”, or “shall”** means a requirement that must be met in order for a proposal to receive consideration.
- h) **“Proponent”** means an individual or a company that submits, or intends to submit, a Proposal in response to this “RFP”.
- i) **“Proposal”** means the Proponent’s response to this “RFP”.
- j) **“Requirements”** means those services described in the Scope of Service section of this RFP.
- k) **“Should” or “desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

## **2.2 NO OBLIGATION TO PROCEED**

Though the City fully intends at this time to proceed through the RFP, the City is under no obligation to proceed with the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City.

## **2.3 CANCELLATION**

The RFP may be cancelled in whole or in part without penalty, when, in the opinion of the City:

- i. There has been a substantial change in the requirements after this RFP has been issued;
- ii. Information has been received by the City, after issuance of this RFP, that the City feels substantially alters the specified procurement;
- iii. There was insufficient competition in order to provide the level of service, quality of goods, or pricing required, or;
- iv. The City, in its sole discretion, decides that there is any other sufficient justification to cancel this RFP.

The City of Charlottetown may cancel this RFP, reject all proposals, or seek to acquire the subject of this RFP through a new RFP or by other means.

The City reserves the right to cancel any request for RFP at any time without recourse by the contractor. The City has the right to not award this work for any reason including choosing to complete the work with the Owners' [sic] own forces.

## **2.4 CITY'S DECISION-MAKING**

The City has the power to make any decision, or to exercise any contractual right or remedy contemplated in this RFP at its own absolute and unfettered discretion.

## **2.5 ENQUIRIES**

The City has endeavored to provide complete, correct information and estimates to enable proponents to properly assess and determine the scope and complexity of the work required to submit a response to this RFP. Proponents are solely responsible for determining if they require more information or if anything appears incorrect or incomplete, and for contacting the person named in this RFP if they have any questions whatsoever prior to the closing date. All enquiries related to this RFP are to be directed, in writing, by email, to [tenders@charlottetown.ca](mailto:tenders@charlottetown.ca). Information obtained from any other source is not official and should not be relied upon. The City will not be responsible for any verbal statement, instruction, or representation. Enquiries and responses will be recorded and may be distributed to all Proponents at the City's option by way of an addendum. Any enquiries regarding this RFP must be submitted at least three (3) working days prior to the closing date. Any enquiries submitted after this date may remain unanswered.

**2.6 ERRORS AND OMISSIONS**

Any ambiguities, inconsistencies, uncertainties or other errors related to this document of which any proponent may become aware should be directed, in writing, to [tenders@charlottetown.ca](mailto:tenders@charlottetown.ca). If necessary, response to such items shall be made by way of an addendum, which will be posted, serially, on the tender page of the City's website.

**2.7 ADDENDA, CORRECTIONS, OR EXTENSIONS**

The City of Charlottetown reserves the right to modify the terms of this RFP by way of an addendum at any time prior to closing, at its sole discretion.

**2.8 ELIGIBILITY**

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with this RFP.

**2.9 EVALUATION COMMITTEE**

Evaluation of proposals will be conducted by a committee formed by the City.

**2.10 EVALUATION AND SELECTION**

Proposals will be evaluated against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. The City's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

By responding to this RFP, Proponents will be deemed to have accepted all the terms, conditions, and/or specifications herein and have agreed that the decision of the Evaluation Team will be final and binding.

**2.11 PROPOSAL CLARIFICATION**

The City reserves the right, upon reasonable notice, to interview, examine, and make inquiries of any proponent after the closing date, generally, and also for the purpose of clarifying or verifying any particular portion of the proposal submitted, which may, in the opinion of the City, be unclear or require verification. All Proponents agree at their own expense to attend such interviews, and to fully co-operate with the City on any such inquiry, and to provide, at the Proponent's own expense, any such clarification and/or verification as requested by the City. Inquiries made by one or more proponents for the above purpose will not obligate the City to clarify or seek further information from any or all other proponents.

**2.12 DEBRIEFING**

Unsuccessful Proponents may request a debriefing meeting with the City.

**2.13 SIGNED PROPOSALS**

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP. All proponents who operate through an incorporated company shall affix their corporate seal to the submission documents in addition to the authorized signature.



**2.14 ALTERNATIVE SOLUTIONS**

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

If alternative solutions are offered, which, in the Proponent's opinion may be advantageous to the City, economic or otherwise, please submit the information in the same format as a separate proposal. This alternative should clearly enumerate the advantages as well as any associated cost implications. Please indicate that it is an alternative to the initial submission and not a replacement by writing "Alternative Submission #" on the subject line as well as in the document itself.

**2.15 CHANGES TO PROPOSAL WORDING**

The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the City for purposes of clarification.

**2.16 IRREVOCABILITY OF PROPOSALS**

A Proponent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that proponent for this RFP. Any proponent may withdraw or qualify his/her proposal at any time up to the official closing time by re-submitting a new proposal to the City. The new proposal shall be marked on the subject line by the Proponent as "Resubmission #" along with the name of the RFP and emailed to the attention of the Purchasing Officer, as noted above in the RFP. Proposals may be withdrawn at any time prior to opening upon emailed request from the proponent. Negligence on the part of the proponent in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be successful, and the City should decide to proceed, the Proponent will enter a contract with the City of Charlottetown by either signing a contract document or accepting a Purchase Order issued by the City.

**2.17 COMPLETENESS OF PROPOSAL**

By submission of a proposal the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Proponent at no charge.

**2.18 SUB-CONTRACTING**

- a) Using a subcontractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the proposal.
- b) Sub-contracting to any firm or individual who's current or past corporate or other interests may, in the City's opinion; give rise to a conflict of interest in connection with

this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.

- c) Any Sub-contracting of the service to any firm or individual after the award of a Contract must have prior approval by the City.

## **2.19 ASSIGNMENT**

This RFP and any resulting contract may not be assigned by either party without the prior written consent and approval of the other party, which consent may not be unreasonably withheld; provided however, either party, without such consent, may assign or sell the same in connection with the transfer or sale of substantially its entire business to which this contract pertains or in the event of its merger or consolidation with another company. Any permitted assignee shall assume all obligations of its assignor under this contract. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder.

## **2.20 CONFIDENTIALITY**

The successful proponent agrees not to release or, in any way, cause to release any confidential information of the City of Charlottetown unless an appropriate official of the City has specifically approved them to do so in writing.

The Proponents agree to treat all information contained in this RFP as confidential, to use such information only for purposes of responding to this RFP, and not to disclose any such information, in whole or in part, to any other party without the express prior written consent of either party or pursuant to legal power, other than: a) to an agent who in the City's reasonable opinion, is seeking information on behalf of the Proponent, b) to a party used by the City to evaluate the Proponents creditworthiness. Each party agrees to allow the other party to store contact information, such as names, phone numbers, and email addresses for its business representatives, in any country where that party does business and to use such information internally and to communicate with the other party for the purposes of their business relationship. Proponents agree to handle any personal information that may gain access to through this RFP in accordance with the requirements of privacy laws, and in a manner consistent with the City's published privacy policies, as amended from time to time.

## **2.21 CONFLICT OF INTEREST**

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps they deem necessary to resolve the conflict. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the successful proponent will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

## **2.22 LAWS OF PRINCE EDWARD ISLAND**

This RFP will be governed by and will be construed and interpreted in accordance with the laws of the Province of Prince Edward Island.

## **2.23 FINAL AGREEMENT**

This solicitation does not contain all terms and conditions necessary for conducting business with the City of Charlottetown.

## **2.24 GRATUITIES**

The City of Charlottetown may, by written notice to a proponent, cancel any contract if it is found by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the proponent, or the agent or representative of the proponent, to any employee or agent of the project with a view toward securing favorable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract.

## **2.25 INSURANCE AND WORKERS COMPENSATION**

### **1. Professional Liability Insurance (Errors & Omissions):**

The Proponent shall maintain Professional Liability Insurance covering errors, omissions, or negligent acts arising out of the services performed with a limit not less than CAD \$2 million. **Such insurance shall remain in force for a period of two years following the completion of the services.**

### **2. Commercial General Liability (CGL) Insurance:**

The Proponent shall maintain Commercial General Liability Insurance covering bodily injury, property damage, personal injury, products and completed Operations, Tenants Legal Liability, and contractual liability with a limit not less than CAD \$5 million per occurrence. The City of Charlottetown shall be named as an additional insured under this policy (see below).

### **3. Automobile Liability Insurance:**

The Proponent shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a limit not less than CAD \$2 million per occurrence.

### **4. 3D Crime Coverage:**

The Proponent shall maintain 3D Crime Insurance covering theft, fraud, and dishonest acts with a limit not less than CAD \$10,000.

### **5. Cyber Liability Insurance:**

The Proponent shall maintain Cyber Liability Insurance covering data breaches, cyberattacks, and related risks with a limit not less than CAD \$2 million.

### **6. Workers Compensation:**

The Proponent shall provide proof of Workers Compensation coverage as required by the Province of Prince Edward Island.

### **7. Additional Insured:**

The Proponent shall name the following as additional insureds under its Commercial General Liability and Cyber Liability Insurance policies: The City of Charlottetown, all officials, departments, employees, volunteers, affiliated entities, subsidiaries, agencies or contractors of the City of Charlottetown, and other third-party entities engaged by the City in relation to the project.

### **8. Indemnity Clause for the RFP:**

The Proponent shall indemnify and hold harmless the City of Charlottetown, its officials, employees, volunteers, contractors, agents, and representatives from and against all claims, demands, losses, damages, costs, expenses, actions, and other proceedings, made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon,

occasioned by, attributable to, or arising out of any act, omission, or negligence of the Proponent, its employees, agents, contractors, or any person for whom the Proponent is legally responsible, in connection with the performance of this contract, except to the extent that such claims are directly and solely caused by the negligence of the City of Charlottetown.

The successful Proponent must maintain the above-mentioned coverages for the duration of the contract unless otherwise mentioned. The City requires an advance 30-day notice should any of the policies be cancelled or changed in any manner.

## **2.26 PERFORMANCE**

The City has the right to cancel agreements based on performance with the City as the sole judge of that performance.

## **2.27 VALIDITY OF PROPOSALS**

All Proposals must remain valid and open for acceptance by the City for a period of one hundred, twenty (120) days after the closing date. This period may be extended if requested by the City and agreed to by the Proponent in writing.

### **3.0 SCOPE OF WORK**

#### **3.1 OVERVIEW**

The CAO's annual performance evaluation serves several important purposes. It provides an opportunity to assess the CAO's performance against established goals and objectives, which helps to determine how well they have contributed to the overall success and growth of the corporation. It also allows for constructive feedback from Council, helping the CAO understand their successes and areas for improvement. This is crucial for the CAO's leadership and professional development. It helps guide them in refining their skills while moving forward strategically with the organization.

The successful Proponent is responsible for working closely with the Chief Administrative Officer and the Chair of the Human Resources Committee to develop an annual performance evaluation process. The final process and associated tools will be approved by Charlottetown City Council. The Proponent will then annually facilitate the process.

The primary objectives are to:

- Identify the process and establish parameters around the CAO's annual evaluation.
- Develop an evaluation tool/template to measure the success and areas for improvement for the CAO.
- Facilitate the annual evaluation processes with the CAO, Human Resources Committee, and Council commencing in 2024 and ending in 2026, for a total of 3 review process cycles.
- Work with Chair of the Human Resources Council Committee, the CAO, and Council on administration of the evaluation:
  - Jointly determine metrics and goals that will be used to measure performance.
  - Provide the Chair of the Human Resources Council Committee and Council with guidance and direction as needed.
  - Coordinate the process for the CAO to provide their input and feedback.
  - Lead any feedback discussions with the CAO and Human Resources Committee.

#### **3.2 APPROACH, METHODOLOGY AND DELIVERABLES**

To successfully complete the Scope of Work, the Proponent will be responsible for providing the following deliverables, but not limited to:

1. A detailed workplan, including approach, deliverables and timeline, to complete the Scope of Work.
2. The annual performance evaluation tool/template.
3. A schedule for annually working with the CAO, Human Resources Committee, and Council, in determining the goals and metrics that will be used in the evaluation.
4. A successfully completed annual evaluation process.

In addition to the Scope of Work outlined above, Proponents may want to identify value-add items for the City's consideration.

### **3.3 PROJECT MANAGEMENT**

The CAO and the Chair of the Human Resources Committee will serve as the City's Project Leads and will work directly with the successful proponent.

The Project Leads will direct the overall project and serve as the main point of contact for the City on this project.

Proponents are to ensure workplan includes dedicated time for input and review by the City's Project Leads and/or designate(s).

### **3.4 COST PROPOSAL**

The proponent is required to submit a detailed cost proposal for individual tasks along with the total (i.e., hourly rates and costs per task/deliverable) that aligns with their proposed workplan, and Scope of Work as outlined herein. The total cost including all fees and disbursements is the upset limit of the project which shall not be exceeded without prior authorization from the City.

The proponent shall provide the costs for the first year, with the creation of the process and tools, along with the facilitation of the initial process in 2024. Then provide the costs for facilitating the annual evaluation in 2025 and 2026.

Additional considerations or work must be defined, costed and mutually agreed upon prior to commencement.

The City will consider proposed value-add options as additions to the proposed workplan and cost proposal.

### **3.5 QUALIFICATIONS/SKILLS**

At minimum, the Proponent must demonstrate they are able to provide the following:

- A general understanding the legislative requirements and role of the CAO.
- Demonstrated knowledge of best practices for CAO performance reviews from organizations such as the Canadian Association of Municipal Administrators and the International City Managers Association.
- A general understanding of the City (the corporation and the community), the Strategic Plan and the 2021 Citizen Satisfaction Survey results, as well as other relevant background materials;
- Recent experience working in partnership with municipalities to design similar and non-combative performance evaluations;
- Extensive knowledge to advise on content, methodology, structure, delivery, and evaluation format;
- The ability to provide the best and most cost-effective solution to successfully meet the City's objectives;
- The ability to deliver on the proposed timeline as outlined herein;
- That the proposed project manager and team cover all areas of expertise necessary to successfully complete this project.
- Strong communication, facilitation, and writing skills.
- Confidentiality is paramount.
- Results-oriented and organized.

### 3.6 TIMELINE

The timeline set out below represents the City's best estimate of the timeframe that will be followed for the project. Although every attempt will be made to follow this schedule, the City reserves the right to modify any or all dates at its sole discretion without notice or penalty. The estimated timeline should be used as a guideline by each Proponent in preparing their submission.

Item	Estimated timing
RFP issue date	March 19, 2024
Deadline for submission of questions	March 27, 2024
Deadline for submission of Proposals	April 3, 2024
Award and execution of Contract	May 14, 2024

## **4.0 SUBMISSION**

### **4.1 ORGANIZATION OF PROPOSALS**

Proposals are to be organized by the following sections:

- Table of Contents
- Introduction and Project Understanding
- Approach, Methodology and Workplan – including project management, milestones, deliverables and timelines
- Experience and Qualifications – the firm, project team personnel (including work experience and resumes), relevant experience examples and two (2) references. Proposals must clearly describe the role of each team member and the extent to which they will be involved in the project.
- Cost Proposal
- Completed Proponent Submission Form (see Appendix A)



## 5.0 EVALUATION CRITERIA

Criteria	Considerations	Weight
Approach, Methodology and Workplan	<p>Completeness of the Proponent's workplan with respect to the Scope of Work.</p> <p>Demonstrated ability of the Proponent to provide a full range of professional services in all areas outlined in the Scope of Work.</p> <p>Achievable workplan according to timeline, including quality control and client input and review.</p> <p>Identification of value-add options for consideration.</p>	30
Experience and Qualifications	<p>Experience and qualifications of both the firm and project team.</p> <p>Demonstrated and successful execution of similar projects at the municipal government level.</p> <p>A dedicated and experienced Project Manager/Lead.</p>	40
Cost Proposal	<p>Itemized costs relative to the stated Scope of Work, team members and deliverables.</p> <p>Value in the allocation of team resources and expenses.</p>	20
Sustainability	Describe your sustainability practices, specifically in the areas of energy use or Greenhouse Gas Emissions (GHGs) reduction	5
References and Completeness of the Submission	<p>Extent to which the Proposal provides information required in the RFP, including two (2) relevant and recent references.</p> <p>Overall quality of the Proposal.</p>	5
		100 points

## 6.0 ADDITIONAL BACKGROUND

[2021 Citizen Satisfaction Survey](#)

[Strategic Plan \(2022 to 2026\) – a community for everyone](#), and Action Plan

**PROPONENT INFORMATION SHEET:**

Proponent (Firm) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ PC

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
NAME (Please print)\_\_\_\_\_  
TITLE (Please print)\_\_\_\_\_  
AUTHORIZED SIGNATURE\_\_\_\_\_  
DATE

(Affix Corporate Seal)

## APPENDIX A

### Charlottetown Supplier Code of Conduct

#### Introduction

The City of Charlottetown (“Charlottetown”) is committed to conducting business in an ethical, legal, and socially responsible manner. Charlottetown expects its Suppliers to adhere to equivalent standards.

The Charlottetown Supplier Code of Conduct (SCoC) sets out the minimum ethical standards and business conduct for service providers including subcontractors, consultants, manufacturers, fabricators, distributors, or any entity that provides Charlottetown with goods or services (collectively “Suppliers”).

Charlottetown expects all its suppliers to affirm their compliance with the standards in this SCoC and ensure the standards are being upheld by any of their subcontractors. Stated compliance with all provisions set out in this SCoC will proclaim that the supplier is compliant with the core labour conventions of the International Labour Organization (ILO) and other applicable regulations in the countries in which they operate.

*Charlottetown reserves the right to audit suppliers and request additional documentation to ensure compliance with all applicable laws and standards as well as this SCoC.*

*Charlottetown reserves the right to discontinue business with suppliers who are not responsive to requests to address concerns around workplace practices and instances of non-compliance with these minimum ethical standards and business conduct for suppliers.*

#### Employee Treatment, Harassment and Abuse

The supplier’s employees shall be treated with respect and dignity and the supplier’s disciplinary policies and procedures shall be clearly defined and communicated to employees before application. There shall be no harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

#### Non-Discrimination

The supplier shall ensure no person is subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement, on the basis of race, colour, age, gender, sexual orientation, ethnicity, nationality, disability, place of origin, ancestry, religion, political affiliation, union membership, family status or marital status.

#### Forced Labour

There shall be no use of forced labour, including prison labour, indentured labour, bonded labour, or other forms of forced labour. All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

**Child Labour**

No persons shall be employed under the age of 15 or younger than the age for completing compulsory education in the country of manufacture, whichever is higher. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers.

**Health and Safety**

The supplier shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, or linked with, or occurring in the course of work or as a result of the operation of the supplier's facilities.

**Freedom of Association and Collective Bargaining**

The supplier shall recognize and respect the right of employees to freedom of association and collective bargaining. Workers and employers shall have the right to establish and join labour organizations of their own choosing and elect their representatives, for the purpose of furthering and defending the interests of workers or of employers.

**Wages and Benefits**

The supplier shall pay all employees at least the minimum wage or the appropriate prevailing wage in its country of origin, whichever is higher, comply with all legal requirements on wages, and provide any benefits required by law or contract. Deductions from wages as a disciplinary manner shall not be permitted and payment shall occur in a timely manner with pay stub or similar documentation.

**Hours of Work**

The supplier shall not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week shall not exceed 48 hours. Employers shall allow workers at least 24 consecutive hours of rest in every seven-day period.

**Overtime Compensation**

Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. The supplier shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

**Anti-Corruption Business Practices and Bribery**

The supplier will not, directly, or indirectly, pay, give, offer, or promise anything of value to any local or foreign government official (or to any person for the benefit of a government official) for the purpose of corruptly causing the government official to improperly act or use his or her influence in obtaining or retaining any business or securing any improper advantage for Charlottetown or the Supplier.

**Environmental Responsibility**

The supplier shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or 'in-house' practices. Suppliers must not be in

violation of any national or provincial environmental regulations. Suppliers should be adopting responsible measures to mitigate negative environmental impacts.

**Subcontractors and Sources**

Charlottetown requires all suppliers that support the City as subcontractors, manufacturers, or sources of goods to comply with all of the same policies stated in Charlottetown's SCoC. All subcontractors and suppliers are required to comply with all applicable and national laws. Direct suppliers must monitor the subcontractors, manufacturers, or sources of goods for meeting or exceeding the SCoC and supply chains are expected to be transparent and traceable.

**Signatories**

The person signing this Form (i) certifies that they are a duly authorized representative of the Proponent with the authority to sign this acknowledgment and commit the Proponent to the provisions contained herein and (ii) on behalf of the Proponent and without personal liability, acknowledges and agrees that the Proponent has read and understood, and agrees to abide by, all of the standards set out in the Supplier Code of Conduct above.

☐ Yes, we agree to comply with all of the above expectations.

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Name and Title of Authorized Representative

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Date (MM-DD-YYYY)

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Signature