



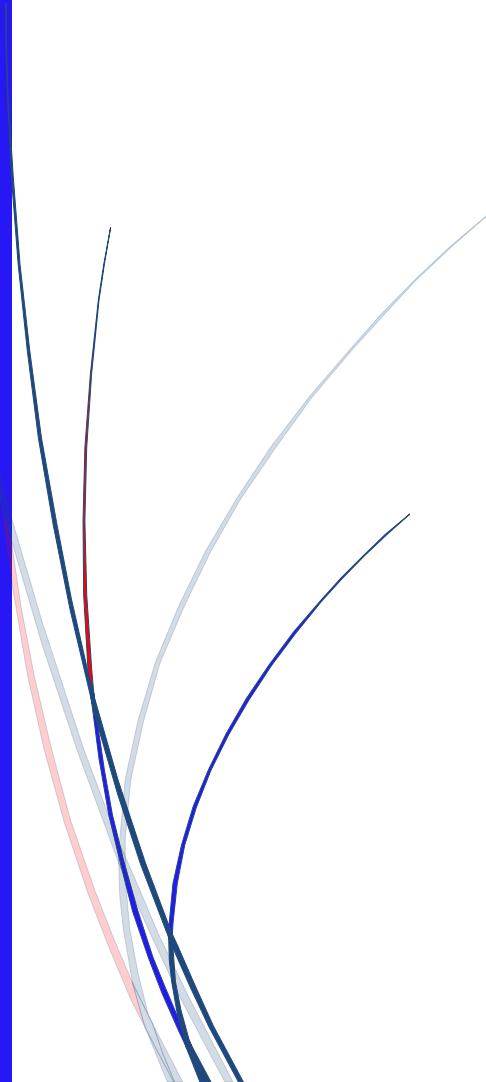
**Port of Johnstown**

*A Division of Edwardsburgh/Cardinal Township*

Request for Proposal

# PORT OF JOHNSTOWN

STRATEGIC PLAN CONSULTANT SERVICES



**PORT OF JOHNSTOWN  
STRATEGIC PLAN CONSULTING SERVICES  
REQUEST FOR PROPOSAL**

**Issued by: Port of Johnstown  
3035 County Road 2  
Johnstown, ON K0E 1T1**

**RFP INFORMATION**

Contact: Leslie Drynan, Incoming General Manager  
Email Addresses: [ldrynan@portofjohnstown.com](mailto:ldrynan@portofjohnstown.com)  
Phone: 613-925-4228 x104  
Submittal Date **NOVEMBER 22, 2024 @ 2:00 PM**  
Questions Due Date **NOVEMBER 13, 2024 @ 2:00 PM**

## Table of Contents

Purpose.....	3
Background .....	3
Scope of Services .....	3
1. PROJECT MANAGEMENT .....	4
2. SITUATIONAL ASSESSMENT & VISIONING.....	4
3. INTERNAL ENGAGEMENT .....	4
4. EXTERNAL ENGAGEMENT.....	4
5. DRAFT STRATEGIC PLAN.....	5
6. FINAL STRATEGIC PLAN.....	5
Deliverables .....	5
Qualifications .....	6
PROPOSAL ELEMENTS & EVALUATION CRITERIA .....	6
INITIAL EVALUATION PHASE .....	6
FINAL EVALUATION PHASE (if applicable).....	8
LIST OF ATTACHMENTS.....	9
ATTACHMENT A .....	9
ATTACHMENT A – INSTRUCTIONS FOR PROPOSING .....	10
PROCUREMENT PROCESS.....	10
SELECTED PROPONENT STANDARD TERMS AND CONDITIONS OF CONTRACT .....	14

## Purpose

The Port of Johnstown (POJ) is soliciting proposals from firms interested in providing experienced strategic planning consulting to facilitate and develop a Strategic Plan 2025 – 2030. The POJ anticipates awarding one (1) personal service contract(s). The period of performance of the contract is six (6) months from the execution of the contract, with options for renewal at the sole discretion of the POJ, for a possible total of one (1) year.

## Background

The Port of Johnstown (POJ) (formerly The Port of Prescott) is a terminal grain elevator along the St. Lawrence River that has been operating since 1930 serving producers in Eastern Ontario and Western Quebec. It is the only open Port along the St. Lawrence Seaway which offers producers the advantage of being able to sell their grain to the grain trader of their choice.

In October 2000 the Township of Edwardsburgh Cardinal purchased the POJ from Ports Canada. The "Port Management Committee" which acts as a board of directors is made up of all five elected officials from the Township and four public appointees.

In December 2013, a five-year Master and Strategic Planning Report was completed by an external consultant, however, was not renewed at the end of 2018.

Over the years, the Port has transitioned through many changes that has ultimately resulted in substantial growth, to now become one of Eastern Ontario's Premier Ports for truck, vessel, and rail shipping and receiving of grains, salt, aggregate, and a variety of project cargo. The Port also offers grain cleaning, grain drying and fumigation services.

With an abundance of opportunity at the forefront, it is the combined desire of the Port Management Committee, POJ and Township staff to undertake the development of a strategic plan to ensure a collective focus going forward.

## Scope of Services

The Port of Johnstown (POJ) is seeking proposals from consultants with expertise in strategic planning for the facilitation and development of a five-year Strategic Plan 2025-2030. The POJ desires meaningful internal and external participation in the preparation of the Strategic Plan.

The POJ's Incoming General Manager will act as the project manager and primary point of contact responsible for project coordination and support to the consultant(s).

The Strategic Plan shall include development of a Mission (possible renewal of existing Mission statement) and Vision Statement, Values and foundational strategic priorities, further identified by key initiatives.

The consultant is expected to perform the following:

## 1. PROJECT MANAGEMENT

- a. On-going coordination with the POJ Project Manager and other key staff, including regularly scheduled remote meetings, as deemed necessary.
- b. Shared real time access to work in progress documents related to the project.
- c. Prior notice and coordination on any interviews that may be conducted of stakeholders to inform the Plan.

## 2. SITUATIONAL ASSESSMENT & VISIONING

- a. Coordinate and host a one (1) day visioning session, inclusive of all POJ staff, POJ Management Committee members and Township CAO to assess the Port's current situation and strategic opportunities to prepare a strength, weakness, opportunity, and threat (SWOT) analysis and develop a draft Mission (possible renewal of existing Mission statement) and Vision Statement, identify Values and foundational strategic priorities, further identified by key initiatives.
- b. Follow-up with visioning session participants as deemed necessary for clarification purposes that will help inform the creation of the Strategic Plan.

## 3. INTERNAL ENGAGEMENT

- a. Partner with the Project Manager to develop and implement an internal engagement plan and associated outreach tools needed, including further direct staff engagement.

## 4. EXTERNAL ENGAGEMENT

The goal of this effort is to gather input from local and regional residents, businesses, stakeholders and other interested parties on strategic planning options that will help with the creation of the Strategic Plan.

- a. Partner with the Project Manager to develop and implement a public engagement plan and associated outreach tools needed, including social media, surveys, online engagement webpage and direct public engagement.

## 5. DRAFT STRATEGIC PLAN

- a. Develop up to four (4) iterations of a draft plan that reflects Port Management Committee, staff, and public input.
- b. Note: Graphic design services will be provided by the Project Manager and are not included in this scope.

## 6. FINAL STRATEGIC PLAN

- a. Following internal vetting, produce a final user-friendly Strategic Plan, for presentation to the Port Management Committee.
- b. The final Strategic Plan should include the same general structure as the new Township of Edwardsburg-Cardinal Strategic Plan; being clear and concise with achievable priorities.

## Deliverables

Specific deliverables may be further defined, but generally the deliverables required to accomplish the services are outlined below.

1. Content, presentations, and materials for internal/external engagement, as requested.
2. Content for Port Management Committee reports and presentations.
3. Strength, weakness, opportunity, and threat (SWOT) analysis.
4. Development of a Mission (possible renewal of existing Mission statement) and Vision Statement, Values and foundational strategic priorities, further identified by key initiatives.
5. Up to four iterative Strategic Plan drafts.
6. Preliminary Strategic Plan delivered by June 2025, to align with 2026-2031 Port budget preparation and strategic planning cycle.
7. Strategic Plan presented to the Port Management Committee for consideration by July 2025.
8. Final Strategic Plan for publishing by the end of August 2025.

## Qualifications

The successful applicant should have extensive organizational strategic planning expertise and experience, with an emphasis placed on specific experience in both the public and private sectors, demonstrated experience in land use planning within the Province of Ontario, with preference given to those with Port (truck, rail, marine) and/or industrial facility experience. The successful applicant must be able to demonstrate strong capabilities in facilitation and communications and proven ability to accomplish the described scope of work within budget and by the stated deadlines.

## PROPOSAL ELEMENTS & EVALUATION CRITERIA

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Proponent (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services of this RFP. The written proposals should be prepared in the same sequential order of proposal criteria as outlined below.

Proposals are limited to 15 numbered pages (8 ½ by 11 inch) **excluding** the cover letter, compensation information and all appendices. Font size shall be 10 point or larger. Proposals that do not follow this format may be rejected.

The cover letter shall include the RFP Title, Name, Title, Email Address, Phone Number and current Address of the submitting firm's main contact and include the following information:

- Any real or perceived conflicts of interest for team members, inclusive of the prime, sub-consultants and key team members.

**Proposals are to address, and will be evaluated upon, the following criteria:**

## INITIAL EVALUATION PHASE

### **1. Qualifications & Experience ..... 25 PTS**

- a. Identify the proposed team (to include working titles, degrees, certificates, and licenses), demonstrate the team's experience in performing the requested services, and describe how the team meets or exceeds the required qualifications.
  - Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

- Provide an organizational chart demonstrating the relationships and hierarchy of the team described above and availability to support the POJ project. Identify individuals by name, position, discipline and firm. Identify key back up personnel.
- b. The Port will evaluate the experience, technical competence, and qualifications of the Key Personnel identified in their project-specific roles and responsibilities, and the overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
  - c. Capacity to perform the work (including any specialized services) within the time constraints identified, considering the firm’s current and planned workload.
  - d. Include a list of three (3) recent contracts/projects in the last five (5) years, including a point of contact, contact information (phone and email), and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

**2. Project Approach Narrative ..... 30 PTS**

Proposals should clearly outline the team’s recommended approach and methodology for:

- a. Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
  - Project Management: Describe how the team will manage and coordinate the necessary disciplines required to accomplish the services requested.
- b. Explain how you believe internal and external engagement can help shape and inform the strategic plan, including your ability to collaborate with stakeholders who may have differing opinions related to priorities.
- c. Value Add: Proposal demonstrates that thought and consideration have gone into answering the goals of the project, highlighting any additional items or approaches. Innovative procedures, engagement methods and/or documentation output presented in the Proposal. The POJ recognizes that “best value” is the essential component of this project, and therefore will give careful consideration to technical and cost factors in its selection criteria.



**3. Work Management Approach ..... 25 PTS**

- a) Describe the consultant’s proposed project management approach. Include a draft project timeline defining key project milestones, phases, tasks, resources (both consultant and POJ) and anticipated individual task duration.
- b) Define the assumptions made regarding accomplishing the Scope of Services.
- c) Define the factors the consultant believes are risks to the successful completion of this project and proposed mitigation strategies.
- d) Provide a plan for communications and coordination between the consultant team and the POJ. Include a summary of innovative ideas and suggestions for enhancing the scope of services with the schedule.

**4. Compensation ..... 20 PTS**

Present detailed information on the firm’s proposed fee structure for all resources for the services proposed.

**Compensation information MUST be provided separately from the proposal, in an individual PDF document.**

All rates quoted shall be:

- a) Fixed, fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- b) Quoted in Canadian Dollars;
- c) Full cost inclusive of sales tax and other charges; and
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

**FINAL EVALUATION PHASE (if applicable)**

**1. Oral Presentations (if requested) ..... 60 or 100 PTS**

Oral Presentations will be conducted with the top-ranked Proponents. Failure to participate in the process will result in the Proponent’s disqualification from further consideration. Oral Presentations will be conducted either in-person or virtually.

**2. References (if requested) ..... Pass/Fail**

Reference checks may be performed on the selected firm, if based directly on the proposals received, or on shortlisted firms if Oral Presentations are being requested.

The POJ may evaluate the reference checks to assess the proposed Proponent's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal.

## LIST OF ATTACHMENTS

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSING (ATTACHED TO RFP)**

# ATTACHMENT A – INSTRUCTIONS FOR PROPOSING PROCUREMENT PROCESS

## RFP TIMELINE:

This is the procurement schedule for this RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the POJ.

Issuance of RFP	November 1, 2024
<b>*Last Day to Submit Questions</b>	<b>NOVEMBER 13, 2024 @ 2:00PM</b>
<b>*Proposal packets due</b>	<b>NOVEMBER 22, 2024 @ 2:00 PM</b>
*Review/Shortlist*	November 25 - 28, 2024
*Oral Presentations (if required) *	November 29, 2024
*Final Selection (Presentation to Port Management Committee by POJ Project Manager)	December 16, 2024
*Execute Contract	January 2025

\*Dates are tentative and may be subject to change.

All status updates on the above RFP timeline will be announced on the POJ's website.

## PROPONENT OBLIGATION

The Port of Johnstown's (POJ) Request for Proposals can be accessed on the POJ's website, <http://www.portofjohnstown.com>. To subscribe to the Holder's List, please email the POJ Project Manager at [ldrynan@portofjohnstown.com](mailto:ldrynan@portofjohnstown.com). By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

**\*Only those who have emailed to be part of the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

## COMMUNICATION / INQUIRES

**All communications are to be sent through the POJ Project Manager.**

Proposers who, relative to this scope of services, contact any POJ staff or Management Committee members, other than the POJ Project Manager listed on the RFP may be disqualified from consideration.

Proposers who may have questions about provisions of these documents are to submit their questions by the date listed on the RFP. The POJ will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

## **ADDENDA**

The POJ may make changes to this RFP. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying the RFP will be furnished in a formal, written addendum. If at any time, the POJ changes, revises, deletes, increases, or otherwise modifies the RFP, the POJ will issue a written Addendum to the RFP. Addenda will be posted to the POJ's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

## **SUBMITTAL PROCESS**

### **Electronic Submittal:**

Proposals must be received via email, directly to the POJ Project Manager ([ldrynan@portofjohnstown.com](mailto:ldrynan@portofjohnstown.com)) on or before the date and time outlined on the front page of this proposal.

### **Procurement Submission Instructions:**

Please submit proposal, including all separate attachments and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to **9 MB in total size. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided.**

**\*Late proposals will not be accepted by the POJ. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

## **EVALUATION AND AWARD PROCESS**

An evaluation team, using the point method of award, will review each proposal and evaluate all responses received based upon the criteria listed herein. The POJ may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied, and the firms are ranked based on the scores.

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short-listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on the accumulative score.

The POJ intends to select the Proposer who represents the best value to the POJ.

The POJ reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the POJ may require. The POJ reserves the right to reject any or all Proposals submitted as non-responsive or non-responsible.

## **PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED**

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the POJ to analyze the proposal. The POJ reserves the right to reject such proposals for any reason.

## **GENERAL INFORMATION**

News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the POJ.

## **COSTS BORNE BY PROPOSERS**

All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firms.

## **NEGOTIATION OF CONTRACT AND AWARD**

If the POJ selects a Preferred Proponent or Preferred Proponents, then it may:

- a. Enter into a Contract with the Preferred Proponent(s); or
- b. Enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:

- i. Clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - ii. Negotiation of amendments to proposed work plan and/or scope of the Proposal of the Preferred Proponent;
  - iii. Negotiation of amendments to the Preferred Proponent's price and/or scope of Services if:
    - The Preferred Proponent's financial Proposal exceeds the POJ's estimated budget, or;
    - The POJ reasonably concludes the Preferred Proponent's financial Proposal includes a price that is unbalanced, or;
    - A knowledgeable third party would judge that the Preferred Proponent's price materially exceeds a fair market price for services like the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
  - iv. If at any time the POJ reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the POJ may then either open discussions with another Proponent or terminate this Proposal and retain or obtain the Services in some other manner.
- c. The POJ reserves the right to accept or reject any or all proposals. There shall be no obligation of POJ to proceed with work set out in a Proposal, if accepted, until an Agreement is executed by the POJ and the Successful Proponent.

## SELECTED PROPONENT STANDARD TERMS AND CONDITIONS OF CONTRACT

### **Indemnification and Insurance**

The successful Proponent shall indemnify, defend and save harmless the POJ from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Proponent caused by or arising out of performance act, or omission of any terms of the final contracts. This indemnification shall survive the termination or expiry of the contract.

The successful Proponent shall provide and maintain during the term of the contract, Commercial General Liability insurance which shall include coverage of Professional Liability/Errors and Omissions Insurance in a form acceptable to the POJ and subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The successful Proponent shall provide and maintain during the term of the Contract liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

Liability insurance coverage shall not be subject to a deductible.

It is understood and agreed that the coverage provided by the policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Additional Insured.

At the time of entering into the contract, the successful Proponent shall provide evidence in the form of a Certificate of Insurance of the insurance coverage to the POJ in respect to this Contract.

If the contract period extends beyond the term of the insurance policy, the successful Proponent shall provide to the POJ a renewed insurance certificate thirty (30) days prior to the policy's expiry date.

### **Confidentiality**

Material provided to Proponent by the POJ must be kept confidential (unless already identified as public documents) including records and information relating to this work. All correspondence, documentation, and information provided by the POJ to the Proponent in connection with this RFP, or the acceptance of any proposal, remains the property of the POJ. All documents shall subject to the Municipal Freedom of Information and Protection

of Privacy Act (MFIPPA). Any documents and information provided to the Proponent by the POJ shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related commitments.

### **Conflict of Interest**

In its Proposal, the Proponent shall disclose to the POJ any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the POJ may, at its discretion, refuse to consider the Proposal. If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the POJ. If the POJ requests, the Proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

### **Errors and/or Omissions**

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendation is required. Minor items not herein specified, but obviously required, shall be provided as if specified. The Proponent shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this request for Proposal shall not relieve a proponent of the responsibility of providing the required services if a Proposal is accepted and provide a contract executed between the Proponent and the POJ.

### **Non-Collusion**

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the POJ discovers there has been a breach of this requirement at any time, the POJ may not consider a proposal or execute an agreement with the successful Proponent, if any.

### **Assignment of Agreement**

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey, sublet or otherwise dispose of the contract, if one is awarded, or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the POJ.



## **Ownership of Proposals and Freedom of Information**

All proposals submitted become the property of the POJ and as such are subject to disclosure under Ontario's *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). By submitting a proposal, the Proponent agrees to public disclosure of its contents as required under this Act. The Proponent's name at a minimum shall be made public on request. Any information the Proponent considers "personal information" because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the Act.

## **Accessibility**

The POJ is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public. The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.