



Town of South Bruce Peninsula

Request for Proposal

19-11

Integrity Commissioner Services

Issued: March 18, 2019

Description of Undertaking

The Town of South Bruce Peninsula is requesting proposals from qualified professionals to perform Integrity Commissioner Services in accordance with the provisions contained in the Municipal Act, 2001 as amended and in accordance with enacted municipal by-laws establishing the office of the Integrity Commissioner.

Proposal documents are available by contacting the undersigned or by visiting the Town website www.southbrucepeninsula.com

Proposals in sealed envelopes, clearly marked 2019-11 Integrity Commissioner Services RFP will be accepted by the undersigned until 12:00 noon local time on April 5, 2019. Proposals will follow the two-envelope method; respondents will understand and comply with the Town Purchasing Policy.

The Town of South Bruce Peninsula reserves the right, in its sole discretion, to reject any or all proposals. The lowest price will not necessarily be accepted. Award of a contract in its entirety or in part shall be in accordance with Town requirements.

Karmen Krueger, CPA, CA
Director of Corporate Services/Treasurer
Town of South Bruce Peninsula
PO Box 310, 315 George Street
Wiarton ON N0H 2T0
519-534-1400 ext 106
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Request for Proposal

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Integrity Commissioner Services

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Request for Proposal

2019-11 - Integrity Commissioner Services

1. Intent

The Town of South Bruce Peninsula (hereinafter referred to as the Town) is seeking proposals from qualified professionals for the provision of Integrity Commissioner Services for the Town.

Section 16 and 17 of this document provides required services and minimum requirements to be included in Proposals.

2. Designated Official

For the purpose of this request for proposal, the Director of Corporate Services/Treasurer or designate, is the "Designated Official".

3. Communications, Discrepancies, Addenda

All communications relating to this request for proposal are to be directed to:

Karmen Krueger, CPA, CA
Director of Corporate Services/Treasurer
Town of South Bruce Peninsula
PO Box 310, 315 George Street
Warton ON N0H 2T0
karmen.krueger@southbrucepeninsula.com

If required, addenda will be issued. When issued, addenda will be posted on the Town website www.southbrucepeninsula.com. Respondents will be required to attach signed addenda with their proposal submission.

Should a Respondent find discrepancies, omissions from the request for proposal document(s) or is in doubt as to the meaning of the document(s), such Respondent should notify the Designated Official as soon as possible but no later than March 29, 2019 at 10:00 am. The Town will issue in writing any changes/additions/deletions. Any and all addenda issued prior to the closing date shall form part of the proposal submission document. The cost of complying with any addenda shall be included in the quoted price.

It shall be understood and acknowledged that while this request for proposal includes specific requirements and specifications, minor items or details not herein specified but obviously required for the provision of services shall be provided as if specified in

conformance with modern practices. Any omission, errors or misinterpretation of these requirements and specifications within the document(s) shall not relieve the Respondent of the responsibility of providing the costs of such goods or services as aforesaid.

It is the responsibility of the Respondent to seek clarification of any matter that they consider unclear before submitting a proposal submission. The Town is not responsible for any misunderstanding of the Request for Proposal on the part of the Respondent.

No oral interpretations shall be made by the Designated Official as to the meaning of any of the request for proposal requirements or be effective to modify any of the provisions of the request for proposal document(s).

The Town will make no guarantee of answer to any question and it shall be hereby understood by all respondents that any response or non-response by the Town to any question or inquiry will not be constituted by any respondent as a denial of, barrier to or excuse for not submitting a proposal submission as outlined herein.

No representative of the municipality, its employees, agents or any other expert advisor associated with the request for proposal shall be contacted by the Respondent during the preparation of their proposal submission except as noted above. Any attempt to influence the evaluation and selection process may result in immediate disqualification of the Respondent. Any attempt to bypass the Town Purchasing Policy is grounds for rejection of the Respondent's proposal submission.

In participating in this request for proposal, the Respondent will not discuss or communicate, directly or indirectly, with any other Respondent or any servant, agent or representative thereof, respecting the preparation or presentation of their proposal submission. Each Respondent's proposal submission shall be submitted without any connection, knowledge, comparison of figures or arrangements with any other Respondent or servant, agent or representative thereof and each Respondent will be responsible to ensure that its participation in this process is conducted fairly and without collusion or fraud.

All proposal submissions should provide sufficient information to permit the Town to reach an accurate assessment of the quality of the submission.

The Town will evaluate the proposal submissions based upon a combination of criteria which is outlined in this document.

The Town is not liable for any cost associated with the preparation of the proposal submission or any other costs incurred by any Respondent prior to the execution of a contract.

Proposal submissions received after the deadline, however delivered and regardless of postal markings, will not be opened. Fax or electronic (e-mail) submissions will not be

accepted. The onus is on the Respondent to ensure that the proposal submission is received in the proper location and before the closing time.

Please note that the information requested herein constitutes the **minimum** requirements for the provision of Integrity Commissioner services. The Respondent may include further information as it pertains to how they will conduct the work.

The Town strives to abide by all provincial and federal law including the Agreement on Internal Trade (AIT) Annex.

4. Proposal Submission

Respondents should submit their proposal submission (one hard copy and one electronic copy on a USB drive per proponent) in a sealed outer envelope, clearly marked as follows:

**2019-11 Integrity Commissioner Services RFP
Karmen Krueger
Director of Corporate Services/Treasurer
Town of South Bruce Peninsula
PO Box 310, 315 George Street
Warton ON N0H 2T0**

Submissions are to be received no later than **12:00 noon on April 5, 2019.**

Respondents will submit their proposals using the two-envelope method and in accordance with the Town Purchasing Policy. The proposal and qualitative information will be submitted in one envelope and the pricing information will be included in the second envelope. The second envelope will only be opened and contents considered if the first envelope submission is evaluated and meets the requirements of the Request for Proposal.

Your signed "Statement by Proponent" form shall be taken as your statement that you understand the requirements and agree to comply with the requirements and any supplementary terms and conditions stated in the request for proposal document(s). Your signed "Statement by Proponent" form confirms that you have checked and confirmed your pricing and by signing the form, you agree that you have not omitted any items from your proposal submission and you will be bound by law to supply the services as specified at the prices proposed should you be the successful Respondent.

If a proposal submission is a joint submission of two (2) or more professionals or professional firms, one single proposal is to be coordinated and submitted by the lead with the required information. All contributing professionals or professional firms shall be noted in the proposal submission.

5. Withdrawal of Proposal Submission

Respondents may only withdraw their unopened proposal submission (prior to the closing time and date) provided the request to do so is received in writing by the Designated Official and is signed by an authorized agent of the Respondent. If more than one proposal submission has been received under the same name for the same project and no withdrawal notice has been received, the proposal submission contained in the envelope bearing the date and time stamp closest to the closing date shall be considered the intended proposal submission. All others shall be considered withdrawn.

6. Pricing and Taxes

- 6.1** Prices quoted shall be in Canadian funds, quoted separately for each item if stipulated.
- 6.2** Prices shall be quoted in such a manner that should the Respondent be successful in entering into a contract with the Town, the prices will be confirmed for the entire length of the contract.
- 6.3** The prices must include all incidental costs and the Respondent shall be deemed to be satisfied as to all of the full requirements of the Request for Proposal call.
- 6.4** All prices quoted shall include all charges of every kind attributable to the provision of services.
- 6.5** All applicable taxes will be considered to be included in the price submitted by the Respondent; the exception, HST shall be stated separately.
- 6.6** Any extra fees or charges not specified in the proposal submission will not be considered when making a contract award and subsequently will not be paid by the Town to any successful Respondent.

7. Approvals, Acceptance, Award

- 7.1** All proposal submissions as described herein are subject to the approval of the Town, Council appointment by by-law and subject to execution of an agreement (contract) between the parties.

The proposal submission must be irrevocable and open for acceptance by the Town for a period of thirty (30) calendar days after the date and time set for submission of proposals. The Town may at any time within the above mentioned thirty (30) calendar day period accept a proposal submission, at their sole discretion.

7.2 Neither the issuance of this Request for Proposal document nor the receipt of any proposal submission shall constitute any obligation or imply any commitment on the part of the Town. Award of this Request for Proposal call shall be at the sole discretion of the Town. In the evaluation of proposal submissions, it is understood by the Respondent that the Town of South Bruce Peninsula reserves the right, in its sole discretion, to reject any or all submissions and the lowest or highest price as the case may be will not necessarily be accepted. Award of a contract in its entirety or in part shall be in accordance with Town requirements.

8. Reserved Rights of the Town

The Town reserves the right, in its sole discretion, as follows:

- 8.1** To issue an award for the services in whole or in part.
- 8.2** To refrain from making an award if it determines that to be in its best interest, or not make an award to the highest scored compliant Respondent, or any Respondent, if it is determined by the Town that the costs of the services to be provided under the contract would exceed budgetary allotments.
- 8.3** To make public the names of any or all Respondents.
- 8.4** To reject a Respondent's proposal submission on the basis of:
 - 8.4.1** a financial analysis determining the actual cost of the proposal submission when considering factors including but not limited to quantity, quality, service, price and other costs arising from the delivery of the required services;
 - 8.4.2** information provided by references and any interpretation of the information provided by references, at the sole discretion of the Town;
 - 8.4.3** the Respondent's past performance on previous contracts awarded by the Town;
 - 8.4.4** the information provided by a Respondent pursuant to the Town exercising its clarification rights under this Request for Proposal process;
 - 8.4.5** other relevant information, in the sole discretion of the Town, that arises during the Request for Proposal process.
- 8.5** To waive formalities and accept a proposal submission which substantially complies with the requirements of this Request for Proposal.
- 8.6** To check references other than those provided by a Respondent.

- 8.7 To disqualify any Respondent whose proposal submission contains misrepresentations or any other inaccurate or misleading information or any qualifications.
- 8.8 To disqualify any Respondent or the proposal submission of any Proponent who has engaged in conduct prohibited by this Request for Proposal call.
- 8.9 To make changes, including substantial changes, to this Request for Proposal provided that those changes are issued by way of addenda in the manner set out in this Request for Proposal call.
- 8.10 To cancel this Request for Proposal process at any stage.
- 8.11 To cancel this Request for Proposal process at any stage and issue a new Request for Proposal, Request for Quotation or Call for Tender Submission for the same or similar deliverables.
- 8.12 To accept any Proposal submission in whole or in part.
- 8.13 If a single Proposal submission is received, to reject the Proposal submission of the sole Respondent and cancel this Request for Proposal process or enter into direct negotiations with the sole Proponent.
- 8.14 To reject any or all Proposal submissions in its absolute discretion and despite any evaluation which may be undertaken of the Proposal submissions.
- 8.15 To reject any Proposal submission if the Respondent or any officer or director of the Respondent is or has been engaged, either directly or indirectly through another corporation, in a legal proceeding with the Town, its elected or appointed officers and employees.
- 8.16 These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The Town shall not be liable for any expenses, costs or losses suffered by any Respondent or any third party resulting from the Town exercising any of its expressed or implied rights under this Request for Proposal.

9. Conflict of Interest

If any Respondent has what is deemed to be a conflict of interest, said conflict shall be clearly identified. The Town shall determine whether the conflict is such that the Respondent is disqualified as a proponent.

10. Freedom of Information

All information supplied to the Town becomes the property of the Town and is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (the Act). The name of each Proponent will be made public. The Proposal submission price will be made public only if the second envelope is considered. Disclosure of any other information will be made in accordance with the Act. The Respondent must specifically identify any information in its Proposal submission that is submitted in confidence and must state the reason the information is considered to be confidential. Even in stating a request that information be kept confidential, the Respondent understands that all documents held by the Town are subject to disclosure if so directed by the Information and Privacy Commissioner and/or a court of competent jurisdiction.

11. Indemnification

- 11.1 The Respondent, by participating in the Request for Proposal in any manner, will indemnify and save harmless the Town, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the Town and resulting from or arising out of the Respondent's participation in the Request for Proposal.
- 11.2 In accordance with the provisions contained in the Municipal Act, 2001 as amended, a municipality shall indemnify and save harmless the successful Respondent or any person acting under the instruction of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority acting as Integrity Commissioner.

12. Claims and Costs

All costs and expenses incurred by the Respondent relating to the Proposal submission and any negotiations with the Town will be borne by the Respondent. The Town is not liable to pay such costs or expenses or reimburse or compensate Respondents under any circumstances, including the rejection of any or all Proposal submissions. The Town will not accept responsibility for any delays or costs associated with any review or the evaluation process. No Respondent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposal and by submitting a Proposal, the Respondent shall be deemed to have agreed that it has no claim. The Respondent understands that by making a Proposal submission, there is no implied or guaranteed contract under any circumstances. The Respondent hereby releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request for Proposal call.

13. Insurance

- 13.1** The Respondent shall understand that when the Town enters into a contract, insurance coverage shall be required.
- 13.2** Insurance coverage shall include coverage of premises and all operations liability to be performed by the Respondent, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

Professional (Errors & Omissions) Liability insuring against third party claims that arise out of alleged or actual wrongful acts and/or errors and omissions of the proponent. If written on a claims-made form, such insurance must be kept in force for a minimum of two (2) years following the completion / termination of the Agreement. This insurance coverage shall be subject to limits of not less than five million dollars (\$5,000,000) inclusive per occurrence

- 13.3** The policy of insurance described above shall:
- 13.3.1** contain a cross-liability clause;
 - 13.3.2** contain a severability of interests clause endorsement;
 - 13.3.3** provide that if cancelled or changed in any manner, thirty (30) days prior written notice by mail or facsimile transmission must have been given by the insurer to the Town failing which such cancellation or change shall be void as against the Town; and
 - 13.3.4** be maintained in good standing without interruption during the entire period that services are provided under executed contract.
- 13.4** The successful Respondent must provide a copy of the insurance policy or policies to the Town prior to the execution of any contract.

14. Workplace Safety and Insurance Board

- 14.1** The successful Respondent will be required to submit to the Town a WSIB Clearance Certificate prior to execution of a contract.
- 14.2** If the successful Respondent is an independent operator, an Independent Operator Status letter must be submitted to the Town from WSIB prior to the execution of a contract.

15. Evaluation Criteria

- 15.1** The following criteria will be used for evaluating the Proposals. The Town reserves

the right to shortlist Respondents for further evaluation.

Item	First Envelope Evaluation Criteria (Proposal): Proposals will be based on meeting or exceeding the expectation of the established evaluation criteria and weighting.	Weight Factor
1	Municipal Experience of Respondent	5
2	Experience as Integrity Commissioner	6
3	Reputation/Record (Non-incident of Convictions or Findings of Liability)	6
4	References (including any not provided by Respondent but called by Town)	5
5	Education Proposal	4
6	Proposal Adherence to RFP Requirements	4
	Total	30

Item	Second Envelope Evaluation Criteria (Price): Proposals will be based on meeting or exceeding the expectation of the established evaluation criteria and weighting.	Weight Factor
1	Investigation Costs	6
2	Prosecution Costs (if required)	5
3	Education Costs	4
4	Advice Costs	5
	Total	15

Note: The weighting factor indicates the relative importance of each particular criteria starting at 1 for minimal influence and increasing in number for increased influence.

- 15.2** If the Town cannot make a decision based upon evaluation and requires interviews to be performed, a separate evaluation matrix will be established for the interview process, if required.
- 15.3** References will be contacted by the Town. Any unfavourable reference (in the sole discretion of the Town) will not necessarily disqualify any Respondent however any unfavourable reference may form the sole reason why any Respondent is not chosen to enter into a contact with the Town.
- 15.4** The Town will review any information provided pursuant to Section 17.4 regarding the record and reputation of the Respondents. The Town may also conduct its own due diligence in relation to same. Any unfavourable record or reputation (in the sole discretion of the Town) will not necessarily disqualify any Respondent however any unfavourable record or reputation may form the sole reason why any Respondent is not chosen to enter into a contract with the Town.

16. Required Services

- 16.1** The successful Respondent will be responsible to provide the services of Integrity Commissioner in accordance with the provisions of the Municipal Act, 2001 as amended and any municipal by-laws so enacted.
- 16.2** Services will include:
- 16.2.1** The application of the code of conduct for members of council and the code of conduct for members of local boards.
- 16.2.2** The application of any procedures, rules and policies of the municipality and local boards governing the ethical behavior of members of council and of local boards.
- 16.2.3** Receiving and responding to written requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
- 16.2.4** Receiving and responding to written requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy the municipality or the local board, as the case may be, governing the ethical behavior of members.
- 16.2.5** The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's code of conduct for members of council and members of local boards.
- 16.2.6** The application of Sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of Council and members of Local Boards.
- 16.2.7** Receiving and responding to written requests from members of Council and of Local Boards for advice respecting their obligations under the Municipal Conflict of Interest Act.
- 16.2.8** Preparing and delivering an annual report to Council (or more frequently if requested by Council), containing a summary of activities, if any, during the previous calendar year.
- 16.2.9** Making application to a judge for a determination as to whether members of Council and local boards have contravened Sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act.
- 16.2.10** Providing advice regarding the content of the code of content and any procedure, rule, by-law or policy of the municipality or the local board regarding ethical conduct and Integrity Commissioner services.

17. Minimum Requirements in Proposal

Envelope One

- 17.1** The municipal experience of the Respondent, including demonstrated knowledge of municipal government practice.
- 17.2** The experience of the Respondent as an Integrity Commissioner including a brief explanation of any investigations undertaken (if providing such information does not breach the confidentiality and contract of another client of the Respondent).
- 17.3** Any information the Respondent feels would be relevant to the Proposal.
- 17.4** Provision of information of the record/reputation of the Respondent including but not being limited to:
 - 17.4.1** Conviction or finding of liability of or against the Respondent, its officers or directors under any legislation and in any court of competent jurisdiction including administrative tribunals, etc.;
 - 17.4.2** Any criminal charge or conviction relating to fraud, theft, extortion, threatening, influence peddling, fraudulent misrepresentation or client complaints found to be justified by a competent authority;
 - 17.4.3** Discipline by the Law Society Canada of Ontario;
 - 17.4.2** Conviction or finding of liability in the Respondent's professional capacity; list all cases and the findings; and
 - 17.4.3** Any pending lawsuits or investigations against the Respondent.
- 17.5** Two references – municipal clients preferred.
- 17.6** Detailed methodology of the education which will be provided including how and when it will be provided and any expectations of the Town in this regard.
- 17.7** Statement by Proponent form completed and included with Proposal submission.
- 17.8** If the Respondent is a firm, business or corporation, provide detailed information regarding who specifically would provide the Integrity Commissioner services and ensure that for each person, responses under items 17.1, 17.2 and 17.4 (above) are included for each person.

Envelope Two

- 17.9 A detailed cost estimate for investigation services to be provided with HST being listed separately.
- 17.10 A cost for participation in prosecution if required under the Municipal Conflict of Interest Act with HST being listed separately.
- 17.11 A detailed cost estimate for education services to be provided with HST being listed separately.
- 17.12 A detailed cost estimate for advice to be provided with HST being listed separately.

18. Accessibility Regulations

- 18.1 In accordance with the Accessibility for Ontarians with Disability Act (AODA), every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service provider's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained.
- 18.2 Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of the AODA with regard to training. A document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula by the successful Respondent upon request.

19. Attachments to Request for Proposal

- 19.1 Statement by Proponent (to be completed by the Respondent and returned with the Proposal in envelope one).

20. Inclusion

- 20.1 All reference to masculine will also be understood to include the feminine and all reference to feminine will also be understood to include the masculine.
- 20.2 All references to singular shall also be understood to include the plural.

Statement by Proponent

Proposal Document Name: _____

Proposal Document Number (if applicable): _____

1. I/We have reviewed all terms and conditions of all forms included as part of this submission package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this submission package.
3. I/We understand that if our proposal is successful, all requirements of the successful proponent as outlined in this document will be completed by the time and in the format required.

Dated at _____ this _____ day of _____ 2019.

Witness

Signature of Authorized Person

Name of Authorized Person

Position