

**REQUEST FOR PROPOSAL
RFP # 2022 – 01**

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON INVITES
PROPOSALS FOR THE PROVISION OF INTEGRITY COMMISSIONER SERVICES**

Closing Date: Monday, February 28, 2022 at 3:00 p.m.

Closing Location: Clerk's Department
90 Wollaston Lake Road, PO Box 99
COE HILL, ON K0L 1P0

Public Opening: Monday, February 28, 2022 at 3:00 p.m.
Municipal Office

Contact Person: Bernice Crocker. Clerk Administrator
Email: clerk@wollaston.ca
Fax: (613) 337-5789

Summary of Instructions:

- Please submit One (1) original and two (2) identical copies of your proposal along with the completed attached RFP appendix forms, in a sealed envelope quoting the RFP number, the Respondent's contact information, marked "Confidential" and **Deliver before the closing date and time at the address below** by Monday, February 28, 2022 at 3:00PM, local time.

Municipal Office

90 Wollaston Lake Road, P.O. Box 99, COE HILL, ON K0L 1P0

- The Corporation of the Township of Wollaston reserves the right, without prejudice, to reject any or all Bid submissions.

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SECTION 1 - GENERAL

The Township of Wollaston is committed to effective management that ensures fairness, transparency, and fiscal responsibility when conducting its procurement activities. The primary goal of the Township of Wollaston procurement efforts is to maximize the value of goods and services received for the money spent, while ensuring that schedule deadlines are met.

1.1 Request for Proposal (RFP) Objective

- (1) The RFP is an invitation by the Corporation of the Township of Wollaston (the Township) to qualified companies to submit proposals for the provision of Integrity Commissioner Services. It is the Township's intention to award the contract for the provision of these services to one Respondent.
- (2) The Selected Respondent will be notified after the Township has reviewed and approved the proposal. The issuance of this proposal in no way implies that the Township will proceed with an order or contract for this project. The Township will not reimburse any Respondent for any costs incurred in preparing and submitting and presenting a proposal or supplying a sample.

1.2 General Conditions

- (1) The proposal must be completed with all the information requested.
- (2) No announcement concerning the award of this proposal will be made until a complete report and analysis is prepared by the Township of Wollaston and approval is received in accordance with the Township's Procurement Policy.
- (3) The Township will evaluate the Respondents submissions (the "Proposal") as set out in the RFP and as specified in Sections 4, 5, 6 and 7.
- (4) The Respondent shall not hold the Township liable for any error or omission in any part of the RFP documents. The Township does not guarantee or warrant that the RFP documents are accurate, comprehensive, or exhaustive. This does not create any contractual rights or obligations between the Township and any responding firm. The Township, at its own discretion, may or may not award this business or any part or combination of parts of it to any firm.

1.3 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP have the following meanings:

Applicable Law means, with respect to any person, property, transaction, event or other matter, any rule, statute, regulation, by-law, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such person, property, transaction, event or other matter, and includes, where appropriate, any interpretation of a rule, statute, regulation, order, decree, treaty or other requirement having the force of law by any person having jurisdiction over it, or charged with its administration or

interpretation;

Best Value means an evaluation of a combination of cost effectiveness and qualitative considerations designed to optimize Successful user outcomes

Bid a proposal, tender, quotation or offer which includes a price quotation submitted in response to an invitation by Township.

Business Day means any day, except a Saturday, Sunday or any day that is a legal holiday in the Province of Ontario. The core business hours for the Township are Monday-Wednesday and Friday, 9:00 am to 4:00 pm, closed Thursday;

Confidential Information means any and all material, data, information, or any item in any form, including intellectual property rights.

Contract means the Agreement (if any), the Purchase Order; and any subsequent changes. A written agreement enforceable by law; the acceptance of an offer between legally qualified parties containing consideration and performance;

Fiscal Year means the Township's fiscal year which, as of the effective date, is a continuous period covering a full 365 days, 366 days in leap years, commencing on January 1 and ending on December 31;

Township means the Corporation of the Township of Wollaston;

Request for Proposal (RFP): means the document issued by the Township inviting proposals for the performance of services therein;

Respondent means anyone submitting a proposal in response to this RFP. For the purposes of this RFP the term "Respondent" includes the Respondent itself and,

- (a) if the Respondent is an individual,
 - (i) any current employee of the Respondent;
 - (ii) any partnership of which the Respondent is or was a partner; and
 - (iii) any corporation of which the Respondent is or was a controlling shareholder;
- (b) if the Respondent is a corporation,
 - (i) any current director, officer, employee or controlling shareholder of the Respondent;
 - (ii) any partnership of which the Respondent is or was a partner; and
 - (iii) any corporation of which the Respondent is or was a controlling shareholder;
- (c) if the Respondent is a partnership,
 - (i) any current member or employee of the Respondent; and
 - (ii) any corporation of which the Respondent is or was a controlling shareholder.

Shall or Must identifies mandatory criteria and/or requirements;

Shareholder of a corporation is a "controlling shareholder" of such corporation if,

- (a) such shareholder holds, or another person holds for the benefit of such shareholder, other than by way of security only, voting securities of such corporation carrying more than 50 percent of the votes for the election of directors; and
- (b) the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

Vendor means a company or a person who sells goods and services.

1.4 Project Authority and Involvement

All inquiries must be as directed in Section 1.6 of the RFP document.

Prospective Respondents, Respondents and the Successful Respondents shall not contact or make any attempt to contact,

- (a) any Municipal officer, employee, subcontractor, agent, representative, consultant or volunteer (the "Municipal Representatives") or provincial government employee or representative, other than the Clerk Administrator;
- (b) any other Prospective Respondent or other Respondent, except for the purpose of discussing the possibility of submitting a proposal as a Joint Venture Respondent, with respect to the Prospective Respondents, Respondents, or the Successful Respondents proposals, the RFP documents, or the RFP process.

1.5 Project Stakeholders

The decision-making process authority rests with the Corporation of the Township of Wollaston.

1.6 Inquiries

- (1) The Township assumes no responsibilities for oral instruction or suggestion. Any clarification of this document or requests for additional information must be received by **3:00 p.m. Monday, February 14, 2022**, in writing to: Bernice Crocker, Clerk Administrator, Fax: (613) 337-5789 or email clerk@wollaston.ca.
- (2) No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. Any alterations required will be issued to all firms as written addenda. No other statement, whether oral or written, made by the Township or a Township representative, will amend the RFP documents.
- (3) Addenda shall be considered as an integral part of the RFP documents. The firm shall list in its proposal document all the addenda that were considered when the proposal was prepared. Although every effort will be made to ensure that the Respondents receive all the addenda, it is the responsibility of each Respondent to ensure all addenda issued have been received.

- (4) The Township will provide the Prospective Respondents with written responses in the form of addenda to questions that are submitted in accordance with this section no later than the date set out in the timetable. The Township will not attribute the requests for clarification to any party. The Township may in its sole discretion,
 - (a) answer similar questions from various Respondents only once
 - (b) edit the language of the questions for the purpose of clarity, and
 - (c) exclude submitted questions if they are not comprehensible
- (5) The Respondent is solely responsible to ensure that it has received all addenda issued by the Township. Respondents may, in writing, seek confirmation of the number of addenda issued under this RFP from the Clerk Administrator or designate. Failure to acknowledge receipt of all addenda may result in your bid being rejected.

1.7 Contract

The term of the agreement to provide Integrity Commissioner Services will be for two (2) years with the renewal option of two (2) one (1) year term extension periods. Each renewal extension period will be at the discretion of the Township and in accordance to the provisions, terms and conditions of the RFP agreement.

1.8 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A”-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Respondent nor the Township shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

1.9 No Contract until Execution of Written Agreement

This RFP is not an offer to enter into any contract of any kind whatsoever. The RFP process is intended to identify Prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any goods or service shall be created between the Respondent and the Township by the RFP process until the Successful negotiation and execution of a written agreement for the acquisition of such goods and/or services. The procurement process shall be governed by the law applicable to direct commercial negotiations.

1.10 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the Respondents. Any inaccurate, misleading, or incomplete information, including information related to pricing, could adversely impact any such evaluation, ranking or contract award.

1.11 Disqualification for Misrepresentation

The Township may disqualify the Respondent or rescind a contract subsequently entered if the Respondent's response contains misrepresentations or any other inaccurate, misleading, or incomplete information.

1.12 Priority of Documents

Except as provided in this section; if there are any inconsistencies between the terms, conditions and provisions of the RFP documents; the RFP shall prevail over the schedules during the RFP process.

SECTION 2 - THE RFP TIMETABLE AND INSTRUCTIONS

2.1 RFP Schedule

Activity	Planned Date
RFP Release Date	Wednesday, February 02, 2022
Deadline for Clarification & Questions	Monday, February 14 at 3:00
Proposal Submission Closing Deadline	Monday, February 28 at 3:00 pm
Final Selection & Recommendation	March 07, 2022
Recommendation for Approval	March 14, 2022
Contract Award	March 14, 2022
Delivery/Start	May 01, 2022

- (1) If the Township extends the submission deadline, all obligations of Respondents will thereafter be subject to the extended deadline.
- (2) This RFP process will be governed according to the above schedule. Although every attempt will be made to meet all dates, the Township reserves the right, without liability, cost, or penalty to modify or alter any or all dates at its sole discretion by notifying all Respondents in writing at the address indicated in the completed proposal submitted to the Township.

SECTION 3 – SCOPE OF SERVICES

3.1 General

The Township of Wollaston is small, rural, lower-tier Township located in the northern half of the County of Hastings in Eastern Ontario. The Township of Wollaston is

committed to effective management that ensures fairness, transparency, and fiscal responsibility when conducting its procurement effort to maximize the value of goods and services received for the money spent, while ensuring that the schedules are met. Respondents are encouraged to visit the Township's website at www.wollaston.ca for detailed information about the Township.

3.2 RFP Objective and Background

The RFP is an invitation by the Corporation of the Township of Wollaston (Township) to qualified companies to submit proposals for the provision of Integrity Commissioner Services. It is the Township's intention to award the contract for the provision of these Services to one Respondent. The Services will be provided on an as needed as required basis. The Integrity Commissioner is an independent and impartial position that reports directly to Municipal Council and whose powers and duties are set out in the **Municipal Act, 2001**.

The Integrity Commissioner is responsible for administering the Council Code of Conduct (see page 24) and for investigating formal complaints and alleged breaches of the said code in accordance with the accountability and transparency provisions of the **Municipal Conflict of Interest Act**. This is a critical role in maintaining public confidence in the Township's government.

The Integrity Commissioner does not have the authority over the conduct of Municipal employees.

3.3 Roles and Duties of Integrity Commissioner

Advisory

- (1) Provides advice to Council to prevent potential violations of the Code of Conduct.(Schedule A)
- (2) Reviews the Code of Conduct to ensure it meets the needs of Council. (Schedule A)
- (3) Provides advice regarding the **Municipal Conflict of Interest Act**.
- (4) Assesses complaints from the public to determine their validity.

Education

- (1) Conducts presentations and workshops and training on the Code of Conduct and integrity at least once per term of Council and if a new member be appointed throughout the term.
- (2) Delivers an annual report to Council summarizing the activities during the previous calendar year.

Complaint Adjudication

- (1) Investigates valid complaints and renders an opinion on whether a member of Council or individual appointed to a Municipal Advisory Committee or Board has

violated a Municipal protocol, by-law or policy governing ethical behavior.

- (2) Recommends appropriate discipline as outlined in the By-Law for members found in violation of the Code of Conduct (Schedule A-Code of Conduct).
- (3) Reports the results of the investigation through Council.

3.4 Experience and Qualifications

The qualifications for this position should include:

- (1) At least ten years of legal or quasi-judicial experience, or senior municipal management.
- (2) Proven ability to conduct research, sensitive inquiries, and detailed investigations.
- (3) Proven ability to understand and interpret legislation relating to municipal government, municipal governance, and the conduct of elected officials (all applicable statutes, regulations, and policies).
- (4) Proven ability to render defensible opinions on matters relating to the conduct of a member of Council.
- (5) Demonstrated impartiality and neutrality, such as that of a judge.
- (6) No financial interest in the work undertaken by the Township.
- (7) Excellent communication and superior writing skills.
- (8) Familiarity with investigator procedures and the applicable legal principles.
- (9) No other involvement in political campaigning /endorsement, or related conflicts of interest.
- (10) Ability to provide services on a part-time, flexible, and as-needed basis.
- (11) An independent person who personifies high ethical standards.

3.5 Fee Structure

The Township is looking for an Integrity Commissioner of Record to be used at an hourly rate as and when required.

3.6 Subcontracting

The Successful Respondent shall not assign or sublet any portion of the work.

SECTION 4 - PROPOSAL CONTENT AND FORMAT

4.1 General Format of Proposal

- (1) Each Respondent shall submit a proposal that is comprehensive and submitted in the format prescribed herein.

- (a) is securely bound (single sided printing is encouraged) with numbered pages;
 - (b) Submissions should not exceed 20 pages, excluding appendices. Reference materials, preprinted literature or attachments may also be included as additional documents, but only the proposal documents (e.g. 20 pages) will be considered in the evaluation process.
- (2) The detail and clarity of the written submission will be considered indicative of the Respondent's expertise and competence. All information provided in response to this RFP must contain sufficient detail to support the services being proposed.

4.2 Proposal Submission Requirements

The following requirements should be addressed and submitted in the proposal submission.

4.2.1 The Documentation Section

(1) **Letter of Introduction:**

Respondents should introduce their firm and the letter should be signed by the Lead Representative who has the authority to represent the Respondent. Respondents should also provide the name, title, address, telephone number, and email address of the authorized official to be contacted in the event of clarifications or further information requests or notifications.

(2) **Executive Summary:**

Respondents should provide a general summary of your firm's plan for providing the services as outlined in section 3. Respondents should provide a statement of their organizational history and current capabilities as they relate to the services described in the RFP.

(3) **Proposed Services:**

- (a) Describe the services that you are proposing to provide and how they meet or exceed the requirements identified in Section 3.3.
- (b) Describe your proposed complaint adjudication process from the assessment of a complaint, the investigation of a valid complaint, through to the drafting of a recommendation. Describe the specific activities related to each stage, including any communication and coordination procedures, of the adjudication process and the associated timelines.
- (c) Respondents can include any other information in this section that they consider relevant.

(4) Experience and Qualifications:

- (a) Respondents are requested to demonstrate their qualifications and experience, from a business, supervisory and team member perspective.
- (b) Describe how your firm meets or exceeds the qualifications outlined in section 3.4.
- (c) Describe your experience with municipal governance and legislation.
- (d) Describe who will be responsible for the provision of the services and how they meet or exceed the qualifications identified in Section 3.4. Include educational background, professional recognition, job title, years of experience in current position and years of experience in the provision of integrity commissioner services.
- (e) Respondents must supply a minimum of three references by completing the reference form Appendix IV.
- (f) Respondents should provide a list of clients, for whom they have provided services that are consistent with the scope of this RFP. Please identify any measurable results that were achieved.
- (g) Respondents can include in this section any other information that they consider relevant to their experience and qualifications.

4.2.2 Fee Structure:

Respondents should provide an hourly rate for their services and a list of any proposed related expenses. All prices must be quoted in Canadian dollars.

4.2.3 Forms:

The following forms must be completed and returned

- (1) **Signed Appendix I – Form of Proposal**
- (2) **Signed Appendix II – Accessibility for Ontarians with Disabilities Act, 2005**
- (3) **Signed Appendix III – Health and Safety Declaration**
- (4) **Signed Appendix IV – References**

SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

5.1 Instructions, Date and Time for Receiving Proposals

Proposals shall be submitted **before 3:00 PM local time, Monday, February 28th, 2022** according to the instructions in the RFP. Submissions must be received by the Township at the stated address before closing time in order to be acceptable. If submissions are sent by courier, mailed, or otherwise conveyed, they must arrive at the stated address prior to closing time. Late or misdirected submissions cannot be accepted after closing time and will be returned unopened. The Township does not accept any liability or responsibility for inhibited or interrupted courier, mail, or other service, regardless of the postmark, weigh bill or other details.

- (1) Except as otherwise provided in the RFP documents, Respondents shall provide only hard copies of proposals. Respondents shall not submit proposals by facsimile or other methods of electronic communication. The Township will not accept proposal documents electronically.
- (2) The form of proposal must be signed and witnessed by responsible officers of the service provider authorized to bind the proposal, and the company must be clearly identified. The proposal must not be restricted by a statement added to the proposal form or by a covering letter, unless otherwise provided herein.
- (3) Adjustments by mail; fax or e-mail to a proposal already submitted will not be considered unless requested by the Township for clarification purposes.
- (4) Proposals must not be restricted by adding any statements or by alteration to the printed words of the RFP as supplied unless otherwise provided herein.
- (5) Proposals must be legible, written in ink, or type written. Proposals containing changes, erasures, overwriting, white-outs, cross-outs, or strikeouts which are not initialed by the Respondent may not be accepted. If the Respondent is a Corporation, the name of the authorized contact person shall also be included.
- (6) Respondents must be prepared, if requested by the Township, to make a presentation or arrange a site visit to the service provider's site(s). This presentation and/or site visit, as requested, will form part of the final award evaluation. The Township will not be liable for any costs incurred by the bidder for such presentation/site visit.

5.2 Withdrawal of Proposals

A Respondent may withdraw their proposal only by giving written notice before the submission deadline to the Clerk Administrator. The Township shall return, unopened, a proposal that has been withdrawn in accordance with this RFP.

5.3 Amendment of Proposals

Respondents may amend their proposals after submission but only if the proposal is amended and resubmitted before the submission deadline in accordance with the following:

- (1) the Respondent shall withdraw their original proposal by notifying the Clerk

Administrator in writing; and

- (2) the Respondent shall submit a revised replacement proposal in accordance with the RFP documents no later than the submission deadline.

5.4 One Proposal per Respondent

A Respondent shall submit only one proposal either individually or as a participant in a Joint venture.

5.5 Public Opening

Bids will be opened publicly, pending COVID regulations, shortly after the submission closing. As detailed evaluation of the bids is required, the purpose of the opening is solely to open and record bids and is not to be construed as any action related to an award of contract.

SECTION 6 - EVALUATION AND SCORING

6.1 Evaluation Team

The Township will establish an evaluation team consisting of the Clerk Administrator, Municipal Consultant and Mayor for the purpose of evaluating proposals (the "Evaluation Team"). All members of the evaluation team shall keep all the information they acquire during the process of evaluating the submissions confidential.

6.2 Evaluation Process

Submissions will be evaluated based on the information provided by the Respondents on their ability to meet the requirements outlined in section 3 of the RFP.

6.3 Stage One - Mandatory Requirements

For a proposal to be eligible for evaluation at Stage 2 (section 6.4), the mandatory requirements listed below must be met. **Only those submissions which meet all of the mandatory requirements below will be permitted to proceed in the evaluation process.**

- (1) **Appendix I Form of Proposal, completed and signed by an authorized official of the Respondent. Acknowledgement of receipt of any and all addenda required.**

6.4 Stage Two - Points Rated Evaluation Criteria

Proposals that satisfy Stage One requirements will be scored based on the established rated evaluation criteria in section 6.6. Each proposal shall demonstrate a thorough understanding of the requirements outlined in section 4 and be organized so as to follow the **Evaluation Criteria in section 6.6**. After this scoring, a short-list of top ranked Respondents may receive an invitation to make a presentation to the evaluation team.

6.5 Stage Three – Oral Presentations / Demonstrations

Stage Three, if required, shall consist of oral presentations/demonstration and a question-and-answer period with each short-listed Respondent. The invited Respondents will be provided with an agenda and a possible list of questions to prepare for in advance. Further questions which arise during the presentation will form part of the final evaluation. Following the presentations, the evaluation team will complete the final scoring based on the rated evaluation criteria. The Township also reserves the right to visit qualified bidder(s) sites as part of the evaluation process. The Township reserves the right to contact persons or entities other than those offered by any Respondent.

6.6 Evaluation Matrix

Proposals will be assessed against the following criteria.

EVALUATION CRITERIA	RATING
Proposed Services:	40%
Refer Section 4.2.1(3)	
Experience and Qualifications	40%
Refer Section 4.2.1(4)	
Fee Structure	20%
Refer Section 4.2.2	
TOTAL	100%

SECTION 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

7.1 Processing of Proposals

- (1) The Clerk Administrator or their designate, may clarify any aspect of a proposal with the Respondent at any time after the proposal has been opened. Any such clarification will not alter the proposal and will not be constituted as a negotiation or renegotiation of the proposal. Any clarification of a proposal by a Respondent shall not be effective until confirmation has been delivered in writing.
- (2) The Township may make all necessary corrections to any proposal which is in error through addition or extension, the corrected value prevailing.
- (3) The Township retains the right to select any proposal for purposes that are in the best interests of and for the best value for the Township and/or to select parts of various proposals or to reject all proposals for budgetary or other

reasons that are in the best interests of and for the best value for the Township.

7.2 Disqualification

- (1) The Township may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the agreement by the Township, if,
 - (a) the proposal is determined to be non-compliant;
 - (b) the Respondent contravenes RFP section 9.1;
 - (c) the Respondent misrepresents any information and if the proposal contains false or misleading information;
 - (d) there is evidence that the Respondent, its employees, agents, consultants or representatives colluded with one or more other Respondents or any of its or their respective employees, agents, consultants or representatives in the preparation or submission of proposals;
 - (e) the Respondent has breached any agreement with the Township;
 - (f) the Respondent has been convicted of an offence in connection with, or any services rendered to the Township or any Ministry, Agency, Board or Commission of the Government of Ontario;
 - (g) the Respondent has breached an agreement for services similar to the ones requested under this RFP; or
 - (h) the Respondent has been convicted of a criminal offence within the last three years.
- (2) If, in the sole discretion of the Township, a proposal does not comply with the requirements set out in the RFP documents, the Township shall, without liability, cost or penalty, eliminate the proposal and the proposal shall not be given any further consideration. For purposes of this RFP, "comply" and "compliance" mean that the proposal conforms to the requirements of the RFP documents without material deviation or reservation. A "material deviation or reservation" is one,
 - (a) that affects in any substantial way the scope, quality, or performance of the services under the agreement arising from the RFP process; or
 - (b) that results in a material component of a requirement set out in the RFP documents not being complied with.
- (3) For the purpose of clarity, each Respondent acknowledges and agrees that the Township's evaluation of compliance with the RFP documents is not an evaluation of absolute compliance and that the Township may waive failures to comply that, in the Township's sole discretion, do not constitute a material deviation or reservation in accordance with RFP section 7.2. (2).

SECTION 8 - RIGHTS OF THE TOWNSHIP TO ACCEPT OR REJECT PROPOSALS

- (1) The Township may, in its sole discretion and at any time during the RFP process,
 - (a) reject any or all of the proposals;
 - (b) accept any proposal;
 - (c) if only one proposal is received, elect to accept, or reject it;
 - (d) elect not to proceed with the RFP;
 - (e) alter the Timetable, the RFP process, or any other aspect of this RFP; and
 - (f) cancel this RFP and subsequently advertise or call for new proposals for the subject matter of this RFP.
- (2) If the Township determines that all or the majority of proposals submitted are non compliant, the Township may
 - (a) take any action in accordance with RFP section 8 (1); or
 - (b) carry out a process whereby all Respondents are directed to correct the deficiencies in their proposals for re-submission, without a change in their price sections.
- (3) The Township shall not be liable for any expense, cost, loss, or damage occurred or suffered by any Respondent, or any person connected with any Respondent, as a result of any action referred to in RFP section 8 (1) or 8 (2).

SECTION 9 - TERMS & CONDITIONS OF RFP PROCESS

9.1 Public Statements and News Releases

- (1) The Prospective Respondents, Respondents and Successful Respondents shall not issue any public statement or news release pertaining to this RFP without the prior written consent of the Township.
- (2) The Respondent will keep confidential, without condition, all details of this RFP, its response and any and all information it obtains regarding the Township. The Respondent, shall not, without the Township's written consent, refer to the Township in any media release or public announcement.

9.2 Disclosure Issues

- (1) The Respondent, by submitting its proposal, agrees that,

- (a) The Township may disclose,
 - (i) the name and address of the Successful Respondent; and
- (b) The Township may disclose,
 - (i) the name and address of every Respondent; and
 - (ii) the volumes awarded to the Successful Respondents, to other Respondents.
- (2) The Respondent agrees that the Township may disclose proposals and all information submitted in the Respondents' proposals to other representatives in the Province of Ontario.
- (3) The Township may provide the proposals to any person involved in the review and evaluation of the proposals on behalf of the Township and the Township may,
 - (a) make copies of the proposal; and
 - (b) retain the proposal.
- (4) The Township may disclose to the Government of Ontario any Respondent information or information in respect of any agreements with service providers requested by the Government of Ontario.
- (5) The Township may disclose any information with respect to the Respondents and their proposals as required by the applicable law.

9.3 Township Confidentiality Issues

- (1) The Prospective Respondents and Respondents acknowledge and agree that all material, data, information, or any item in any form, whether it is in electronic or hard copy format, supplied by or obtained from the Township (the "RFP Information") that the Prospective Respondents acquired during the RFP process from the Township,
 - (a) shall remain the sole property of the Township and the Prospective Respondents and the Respondents shall treat it as confidential;
 - (b) shall not be used by the Prospective Respondent or Respondents for any other purpose other than submitting a proposal in response to this RFP;
 - (c) shall not be disclosed by the Prospective Respondent or Respondents to any person who is not involved in the Respondent's preparation of its proposal without prior written authorization from the Township; and
 - (d) if requested by the Township, shall be returned to the Clerk Administrator no later than ten calendar days after the request by the Township to return the RFP information

(e) The Township is committed to protecting the privacy, confidentiality, and security of all information to which it is entrusted and is committed to ensuring that staff and agents of the organization uphold this obligation.

(2) Privacy and Freedom of Information. All submissions and attached materials received in response to this RFP are deemed to be the property of the Township of Wollaston as of the date of their submission except to the extent they are protected as third-party material under applicable privacy law. The **Municipal Freedom of Information and Protection of Privacy Act** (MFIPPA or the Act) applies to all RFPs, quotations and proposals submitted to the Corporation of the Township of Wollaston (the Township). RFPs, quotations, and proposals will be received in confidence and are subject to the disclosure requirements of the Act. Pursuant to orders made by the Information and Privacy Commissioner/Ontario, the Township shall not withhold the following information from RFPs, quotations, or proposals, if requested through the MFIPPA process by any person or business:

- (a) the cover letter to the RFP, quotation, or proposal;
- (b) the table of contents;
- (c) lists of figures, tables, and appendices; and
- (d) any information regarding the form and structure of a RFP, quotation or a proposal (i.e. information which may disclose the manner in which the document is constructed).

Respondents should identify any portions of their RFP/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial, or labour relations information supplied in confidence, and which will cause harm disclosed. The Township of Wollaston cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA

9.4 Joint Venture Proposals

A Proposal may be submitted by,

- (1) a single entity as the Respondent; or
- (2) a collection of entities or individuals as the Respondent (the "Joint Venture Respondent").

Each Joint Venture Respondent shall state, in its proposal, the joint venture arrangements that form the basis on which the Joint Venture Respondent plans to carry out its obligations under the agreement. Joint Venture Respondents shall not change their joint venture arrangements without the prior written approval of the Township.

9.5 Delays and Costs of Delay

The Township shall not be liable, in any way, to the Respondents for any delays, or costs associated with delays, in the RFP process.

9.6 Verification of Respondent's Proposal

- (1) The Township may, in its sole discretion, verify any statement or claim contained in any proposal or made subsequently in any interview or negotiation. That verification may be made by whatever means the Township deems appropriate and may include contacting the names of persons identified in the contact information provided by the Respondent and, in addition, contacting persons or entities other than those offered by any Respondent.
- (2) In submitting a proposal, the Respondent is deemed to consent to the Township verifying any information from third parties and receiving additional information regarding the Respondent, its directors, officers, shareholders or owners and any other person associated with the Respondent as the Township may require.

9.7 Deemed Satisfaction as to Submission

The submission of a proposal shall be deemed conclusive proof that the submitter of the proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, where materials and/or services they will be required to supply, or any other matter which may enter into the carrying out of the project. No claims will be entertained by the Corporation of the Township of Wollaston based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

9.8 Conflict of Interest and Confidential Information

- (1) Each Respondent shall disclose any potential or actual conflicts of interest that it, or members of its joint venture in the case of Joint Venture Respondents, has or may have as a service provider under the terms and conditions of the agreement.
- (2) Each Respondent shall disclose, in the proposal submission form,
 - (a) whether, prior to submitting its proposal, it had access to Township confidential information with respect to the RFP process, including any information with respect to the evaluation criteria or any matter related to the evaluation process, other than information officially disclosed by the Township as part of the RFP process; and
 - (b) the names, positions, addresses and telephone numbers of all individuals who have participated in the preparation of the proposal and the identification of any of those individuals who is a former employee, former Administrator/CAO or former member of the Township issuing this RFP.
- (3) The Township will make a judgment as to whether, on a case-by-case basis, the conflict of interest or potential conflict of interest, disclosed pursuant to this RFP is material and will result in disqualification of the proposal.

9.9 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the deadline for issuing addenda, the Township may at its discretion extend the submission date for a reasonable amount of time.

SECTION 10 - AGREEMENT FINALIZATION AND DEBRIEFING

10.1 Agreement Finalization

The Township will notify the Successful Respondent in writing. At that time the Successful Respondent and the Township shall enter into discussions to finalize the agreements.

- (1) After the selection of the Successful Respondent, if any, the Township may finalize the terms and conditions of the Agreement with the Successful Respondent, and, as part of that process, may, in its sole discretion, negotiate changes, amendments or modifications to the Successful Respondent's proposal. Negotiations may include requests by the Township for supplementary information from the Respondent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Township for improved pricing from the Respondent.
- (2) The Successful Respondent shall, no later than fifteen business days after receipt of the agreement or such later date as may be specified in written notice given by the Township, enter into, and execute the agreement. There will be no legally binding relationship created with any Respondent prior to the execution of a written agreement.
- (3) If a Successful Respondent fails or refuses to enter into and execute the agreement and provide the documentation in accordance with the RFP, the Township may, in its sole discretion, take anyone or all of the following actions:
 - (a) terminate all discussions to enter into the agreement with that Successful Respondent and cancel its identification of a Respondent as a Successful Respondent;
 - (b) select another Respondent to enter into the agreement;
 - (c) pursue any other remedy available to the Township under the applicable law.
- (4) The Township may, in its sole discretion, cancel its decision to enter into an agreement with a Successful Respondent if,
 - (a) a change in the joint venture arrangements or ownership structure of the Successful Respondent has occurred which has not been approved by the Township in accordance with RFP section 9.4(2); or
 - (b) any other material change has occurred with respect to the Successful

Respondent's proposal.

10.2 Debriefing of UnSuccessful Respondents

- (1) The UnSuccessful Respondents shall be notified by the Township in writing as to their unSuccessful bid in the RFP process.
- (2) The Township shall, at the request of a Respondent, carry out information sessions with the UnSuccessful Respondent to explain the Township's evaluation of the Respondent's Proposal (the "Debriefing Sessions").
- (3) The scheduling of the debriefing sessions shall be determined by the Township. Unless otherwise determined by the Township, debriefing sessions shall not be held until after the execution of an agreement by the Successful Respondent(s) but shall be held no later than 28 days after the execution of the last agreement executed under this RFP process.

SECTION 11 – GENERAL TERMS AND CONDITIONS

11.1 Governing Law, Attornment and Limit on Liability

- (1) This RFP and the agreement(s) entered into by the Successful Respondent(s) shall be governed and construed in accordance with the laws of Ontario and the applicable laws of Canada (the "Governing Law").
- (2) The Respondent agrees that,
 - (a) any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each party irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
 - (b) it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis, including forum non conveniens; and
 - (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFP section 11.1.
- (3) The Respondent agrees that if the Township commits a material breach of this RFP, the Township's liability to the Respondent for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Township, the aggregate amount of damages recoverable against the Township shall be no greater than the demonstrated proposal preparation costs of the Respondent seeking damages from the Township.

(4) The Successful Respondent shall comply with all relevant federal, provincial, and municipal statutes, regulations, codes, ordinances, policies, directives, orders, and by-laws pertaining to the work and its performance. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario including, but not limited to:

- (a) the **Municipal Freedom of Information and Privacy Act**, RSO 1990, c. M54, **Occupational Health and Safety Act**, R.S.O. 1990, c.0.1, Each Respondent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and are fully responsible for the health and safety of all employees and others present on the site. Each Respondent also acknowledges that the Township is relying on this warranty in its decision to award the contract to the Respondent.
- (b) **Accessibility for Ontarians with Disabilities Act**, 2001, S.O. 2001, c.32, section 13 of which statute states:

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every Township shall have regard to the accessibility for persons with disabilities to the goods or services.

11.2 Force Majeure

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts or public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

11.3 Indemnity and Insurance

The Service Provider must keep in force for the duration of the contract the following:

- (1) **Comprehensive/Commercial General Liability Insurance** insuring the Successful Respondent and naming the Corporation of the Township of Wollaston 90 Wollaston Lake Road, PO Box 99, COE HILL, ON K0L 1P0, and any other person or entity who the Township or the Successful Respondent may reasonably require to be added as additional insured. Such general liability insurance shall provide coverage in respect of property damage and/or bodily injury (including death) arising out of any and all services and shall include property damage if the damaged work or the work out of which the damage arises was performed on behalf of the Successful Respondent by a sub-consultant and shall include bodily injury (including death) if the bodily injury (or death) arises out of work performed on behalf of the consultant. Such insurance shall contain a cross liability endorsement.
- (2) Comprehensive general liability insurance on an occurrence basis for an amount

not less than Two Million (\$2,000,000) Dollars per occurrence and shall include the Township and Her Majesty in Right of Ontario as an additional insured with respect to the consultant's operations, acts and omissions relating to its obligations under this agreement, such policy to include non-owned automobile liability, personal injury, third party bodily, broad form property damage, contractual liability, owners' and contractors' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

- (3) **Automobile Liability Insurance** for an amount not less than Two Million (\$2,000,000) Dollars per occurrence on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this agreement
- (4) **Professional Liability / Errors and Omissions** - A Professional Liability Insurance Policy, in an amount not less than Two Million Dollars (\$2 Million) per claim and in the aggregate insuring the Consultant. The coverage under the policy shall be maintained continuously during the term of this agreement and for two years after the termination or expiration of this agreement and shall cover insurable losses arising out of an error or omission in the rendering of or failure to render the services.

- (5) **Workplace Safety Insurance Board (WSIB)** (to be submitted with bid)

Respondents shall furnish, with his/her bid evidence of compliance with requirements of the **Worker's Compensation Act** of the Province of Ontario in the form of a current WSIB Clearance Certificate and each Respondent and or subcontractor named in the bid submission agrees to the terms and conditions as noted in proposal.

- (a) The Respondent must be in good standing with the Workplace Safety and Insurance Board and shall furnish the Township of Wollaston with satisfactory evidence, in the form of a valid WSIB Clearance Certificate, with the bid and as required an updated certificate prior to commencement of the project and upon presentation of a final invoice and at any other time during the contract at the Township of Wollaston' request.
- (b) **If the Respondent is a Sole Proprietor, an Independent Operators Ruling is required. The Respondent shall download the correct form from the WSIB website that corresponds to the classification of work for which this proposal applies.**
- (c) The Successful Respondent with whom the Township of Wollaston wishes to contract warrants and represents that it shall comply with the relevant Worker's Compensation Board requirements during the performance of the proposal requirements.

SCHEDULE 'A' CODE OF CONDUCT BYLAW NO.: 27-2020

Appendix I outlines the informal and formal complaint procedure that shall be followed.

A. PURPOSE OF THE CODE OF CONDUCT

The Code of Conduct sets minimum standards for the behaviour of Council Members and Members of Local Boards in the performance and discharge of official functions and duties. It has been developed to assist such members to:

1. Understand the standards of conduct that are expected of them and the law that applies in relation to these standards;
2. Fulfill their duty to act honestly and exercise reasonable care and diligence;
3. Act in a way that enhances public confidence in local government; and
4. Identify and resolve situations which might involve a potential misuse of position and authority.

The Code of Conduct applies to all members of Council and Local Boards. It shall be applied to members of Local Boards who are not members of Council, with necessary modifications applied in the discretion of the Integrity Commissioner. Reference to "Members of Council" in Sections B to E inclusive, of this Code, shall be deemed to include members of Council and members of Local Boards.

The Code of Conduct operates as a supplement to the existing statutes governing the conduct of members, Legislation governing the conduct of members of Council includes

- *The Municipal Elections Act;*
- *The Municipal Conflict of Interest Act,*
- *The Municipal Freedom of Information and Protection of Privacy Act.*
- *The Municipal Act*
- *The Provincial Offences Act*
- *The Human Rights Code*
- *The Criminal Code of Canada*

This Code of Conduct operates as a supplement to in-effect Township By-Laws, Policies and Guidelines. A Code of Conduct component will be included as part of the orientation workshop for each new Council.

B. GENERAL INTEGRITY

1. Members of Council shall at all times seek to advance the common good of the Community which they serve.
2. Members of Council shall truly, faithfully and impartially exercise the office to the best of their knowledge and ability.
3. Members of Council shall be committed to performing their functions with integrity,

accountability and transparency.

4. Members of Council shall be responsible for complying with all applicable legislation, by-laws, and policies pertaining to their position as an elected official.
5. Members of Council shall at all times serve and be seen to serve the interests of their constituents and the Township of Wollaston in a conscientious and diligent manner and shall approach decision-making with an open mind.

C. CONDUCT

1. Conduct at Meetings

- (a) Members of Council shall conduct and convey Council business in an open and public manner (with the exception of Closed Meeting information that is subject to Section 239 of the Municipal Act);
- (b) Members of Council shall be expected to review and adhere to the Procedural By-law enacted by Council.
- (c) Members of Council shall turn their cell phones to vibrate. The use of phones shall be restricted to emergency calls only. Emergency calls shall be taken in another room.

2. Release of Confidential Information

Members of Council have a duty to hold in strict confidence all information concerning matters dealt with at *Closed Meetings* or that is determined by the Clerk to be confidential or as specifically declared by Council. A Member of Council shall not, either directly or indirectly, release, make public or in any way divulge any such information or any aspect of the *Closed Meeting* deliberations to anyone, unless expressly authorized by Council or required by law to do so.

- (a) Members of Council shall not release information in contravention of the provisions of the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M.56*.
- (b) Members of Council shall not release information subject to solicitor-client privilege, unless expressly authorized by Council or required by law to do so.
- (c) Members of Council shall not misuse confidential information (information that they have knowledge of by virtue of their position as Councillors that is not in the public domain, including e-mails and correspondence from other Members of Council or third parties) such that it may cause detriment to the Corporation, Council Members or others, or benefit or detriment to themselves.

- (d) Members of Council shall be responsible for the protection of all *Closed Meeting* materials while in their possession. Materials received electronically shall be deleted at the end of the meeting and paper copy materials shall be returned to the Clerk.

3. Foster Respect for Decision-making Process

All Members of Council shall accurately and adequately communicate the decisions of the Council, even if they disagree with Council's decision, such that respect for the decision-making processes of Council is fostered.

4. Release of Information to Public and Media

Members of Council acknowledge that official information related to decisions and resolutions made by Council will normally be communicated to the community and the media by the Reeve as Head of Council, by the Council as a whole or by those so designated.

5. Acceptance of Gifts

Council members shall not accept a gift, personal benefit, or hospitality that is connected with their performance of the duties of office that may appear to a reasonable member of the public to be in gratitude for influence, or to induce influence. This does not include gifts or personal benefits received as a matter of the protocol or social obligations that normally accompany the responsibility of office.

6. Improper Use of Influence

Members of Council shall not:

- (a) use any influence of office for any purpose other than official duties;
- (b) solicit, demand or accept the services of any corporation, employee, or individual providing services to the municipality at a time in which said person or corporation is being paid by the municipality;
- (c) use any information gained in the execution of office that is not available to the general public for any purpose other than for official duties;
- (d) place themselves in a position of obligation to any person or organization which might benefit from special consideration or may seek preferential treatment;
- (e) give preferential treatment to any person or organization in which a Member or Members of Council have a financial interest;

- (f) influence any administrative or Council decision or decision-making process involving or affecting any person or organization in which a Member or Members of Council have a financial interest.

7. Relationship with Staff

Mutual respect and cooperation are required to achieve the Council's corporate goals and implement Council's strategies through the work of staff. The role of Council is to lead through setting policy and budget. The role of Council is not to manage or administer.

Members of Council shall:

- (a) acknowledge that only Council as a whole has the capacity to direct staff members to carry out specific tasks or functions. Council directs staff through its decision as recorded in the resolutions and minutes of Council;
- (b) refrain from using their position to improperly influence members of staff to carry out specific tasks or functions or to gain an advantage for themselves or others;
- (c) refrain from publicly criticizing individual members of staff in a way that casts doubt on their professional competence and credibility;
- (d) respect that staff provide advice and make policy recommendations in accordance with their professional ethics, expertise, and obligations. Councillors must not willfully injure the reputation, question the capabilities or performance of staff in a manner that is inappropriate.

8. Respectful Conduct

- (a) Members of Council shall treat every person, including other members of Council, staff and the public with respect and dignity.
- (b) Members of Council shall understand and respect the right to equality and the right to an environment that is safe and free from harassment and discrimination

9. Use of Property

- (a) Members of Council shall avoid waste, abuse and extravagance in the provision or use of public resources.
- (b) Members of Council shall expose fraud and corruption of which the member is aware.
- (c) Members of Council shall not use municipal resources such as property, equipment, services, staff, or supplies for personal gain or for other activities or purposes not connected with the municipality.

D. COMPLIANCE WITH THE CODE OF CONDUCT

1. Members of Council are expected to adhere to the provisions of the Code of Conduct. The Municipal Act authorizes Council, where it has received a report by its Integrity Commissioner that, in his or her opinion, there has been a violation of the Code of Conduct, to impose one of the following sanctions:
 - (a) reprimand;
 - (b) suspension of the remuneration paid to the Member as a Member of Council for a period up to 90 days

E. INFORMAL COMPLAINT PROCEDURE

1. Any individual who identifies or witnesses behavior or activity by a member of Council that appears to be in contravention of the Code of Conduct may address the prohibited behavior or activity themselves in the following manner:
 - (a) advise the member that the behavior or activity appears to contravene the Code of Conduct;
 - (b) encourage the member to acknowledge and agree to stop the prohibited behavior or activity;
 - (c) document the incident(s) including date, time, location, other persons present, and any other relevant information;
 - (d) consider the need to pursue the matter in accordance with the formal complaint procedure as outlined.

While an individual may pursue this informal complaint procedure as a means of stopping and remedying a behavior or activity that is prohibited by this Code of Conduct, an individual is not required to undertake the informal complaint procedure prior to pursuing the formal complaint procedure.

F. FORMAL COMPLAINT PROCEDURE—Integrity Commissioner

1. The Township shall appoint an Integrity Commissioner under Section 223.3 of the *Municipal Act, 2001* who is an independent officer and who will report directly to Council and be responsible for carrying out his or her functions in accordance with the *Municipal Act, 2001* and any other functions assigned by Council, in an independent manner.
2. The Integrity Commissioner shall provide the following services:
 - (a) The application of the code of conduct for members of council and the code of conduct for members of local boards or of either of them.

- (b) 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 or of either of them.
- (c) The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council or of local boards.
- (d) Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member. All requests for such advice and the advice in response thereto, shall be provided in writing.
- (e) Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members. All requests for such advice and the advice in response thereto, shall be provided in writing.
- (f) Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*. All requests for such advice and the advice in response thereto, shall be provided in writing.
- (g) 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 and about the *Municipal Conflict of Interest Act*.

G. COMPLAINT/APPLICATION PROCESS

1. A complaint that a Member has contravened the Code or a corporate policy of the Township may be initiated by any person, any Member of Council, or by Council as follows:
 - (a) a complaint shall be filed in the form of an affidavit as set out in Appendix "A" to this Code and sworn by the complainant. It shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier.
 - (b) a complainant must be an identifiable individual(s). (complaints may not be submitted by any group, organization or corporation);
 - (c) a complaint shall include:
 - (i) an explanation, with specific reference to sections of the Code, as to why the issue raised is alleged to be a contravention of the Code;
 - (ii) any evidence in support of the allegation; and
 - (iii) any witnesses in support of the allegation must be identified;

- (iv) evidence that the complainant has paid to the Clerk a non-refundable complaint fee of \$100.00.

2. An application to the Integrity Commissioner to inquire into an alleged contravention of Sections 5.1 or 5.2 of the *Municipal Conflict of Interest Act* (MCIA) may be made by an elector as defined in Section 1 of the MCIA or by a person demonstrably acting in the public interest as follows:

- (a) an application shall be made in writing and shall be sent directly to the Integrity Commissioner by mail, e-mail fax or courier;
- (b) an application must be signed and dated by the complainant who shall be an identifiable individual (complaints may not be submitted by any group, organization or corporation);
- (c) an application shall include:
 - (i) an explanation, with specific reference to sections of the MCIA, as to why the issue raised is alleged to be a contravention of the Act;
 - (ii) any evidence in support of the allegation; and
 - (iii) any witnesses in support of the allegation must be identified; and
 - (iv) a statutory declaration attesting to the fact that the applicant became aware of the alleged contravention not more than six weeks before the date of application in accordance with Section 223.4.1(5) & (6) of the *Municipal Act*, as amended.
- (d) an application may only be made six weeks after the applicant became aware of the alleged contravention and otherwise in compliance with Section 223.4.1(5) & (6) of the *Municipal Act*, as amended.

3. The Integrity Commissioner shall undertake an initial review of a complaint or an application that has been filed and shall determine whether the matter relates to non-compliance with the Code or other corporate policy applying to Members or compliance with the MCIA. The Integrity Commissioner shall have no power or jurisdiction to investigate or otherwise deal with the complaint or application, if it is not alleging such a contravention, or if the complaint relates to the following matters:

- (i) **Criminal Matter** – if the complaint relates to an allegation of a criminal nature consistent with the Criminal Code, the complainant shall be advised that pursuit of such an allegation must be made through the appropriate police service.
- (ii) **Municipal Freedom of Information and Protection of Privacy** – if the complaint relates to a matter under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be referred to the Clerk.

- (iii) **Municipal Elections Act** – if the complaint relates to the enforcement of the Municipal Elections Act, the complainant shall be referred to the Compliance Audit Process if the matter relates to campaign finances or to such other avenues of investigation as dictated by that Act.
4. If the Integrity Commissioner determines that he or she does not have jurisdiction as described in Section G.3, the Integrity Commissioner shall advise the complainant/applicant in writing accordingly.
 5. The Integrity Commissioner may dispose of a complaint or application on the basis that it is not within the jurisdiction of the Integrity Commissioner in a summary manner and may do so confidentially or report same to Council. The Integrity Commissioner may also seek further information or clarification from the complainant/applicant and shall endeavor to apprise the complainant/applicant of subsequent steps and the processing of the complaint or application and any ensuing investigation.
 6. If the Integrity Commissioner is of the opinion that a complaint or application is frivolous or vexatious or is not made in good faith, or that there are no grounds or insufficient grounds for conducting an investigation, the Integrity Commissioner may choose not to investigate or, if already commenced may terminate any investigation, or may dispose of the complaint/application in a summary manner. The Integrity Commissioner shall advise the complainant/applicant in writing of his or her decision and reasons for not undertaking an investigation or terminating it.
 7. If the Integrity Commissioner has decided to commence an investigation (except where otherwise required by the *Public Inquiries Act*, 2009, if applicable), the Integrity Commissioner shall provide a copy of the complaint or application and supporting evidence to the Member whose conduct is in question with a request for a written response to be provided within ten (10) days. The Integrity Commissioner may provide the response from the Member to the complainant/applicant with a request for a written reply also within ten (10) days. A complainant/applicant may request that his/her complaint remain anonymous and, if approved by the Integrity Commissioner, the name will not be released.
 8. The Integrity Commissioner shall review the written responses and may, if necessary, discuss the matter with anyone that the Integrity Commissioner considers is relevant to the complaint. The Integrity Commissioner may access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act*, 2001 and may access any Township workplace relevant to the complaint, including any documents or records under the custody or control of the Township.
 9. Before finalizing a report to Council which recommends sanctions, the Integrity Commissioner shall provide the Member with the basis for their findings and any sanctions that may be recommended. The Member shall have the opportunity to comment further, either in writing, verbally or in person to the Integrity Commissioner on the proposed findings and sanctions.
 10. Upon conclusion of a complaint investigation, the Integrity Commissioner may:

- (a) issue a report to Council on the findings of the investigation and, where there is a finding of contravention of the Code, the report shall contain the detailed findings, any recommended sanctions, or any settlement; and
 - (b) provide a copy of the final report to the Member at the same time as the final report is made available to the Clerk and to the complainant at the same time as the report becomes public.
11. Upon conclusion of an application investigation, the Integrity Commissioner may, if he/she considers it appropriate, apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the member has contravene Section 5, 5.1 or 5.2 of the Act.
12. The Commissioner shall:
- (a) advise the applicant if he or she will not be making an application to a judge; and
 - (b) after deciding whether or not to apply to a judge, provide a written report providing reasons for the decision.
13. The Integrity Commissioner's report on a complaint or an application shall be placed on an agenda for consideration at a public meeting of the Committee of the Whole or Council, in accordance with the Procedure By-law, as determined by the Clerk in consultation with the Integrity Commissioner.

H. ELECTION BLACKOUT PERIOD

1. No investigation shall be commenced or continued, nor shall the Integrity Commissioner report to Council respecting an investigation, within the election period between nomination day and six weeks after voting day, except as provided in s. 223.4 and 223.4.1 of the *Municipal Act*.

I. PENALTIES

1. Upon receipt of a final report with respect to a complaint and the recommendations of the Integrity Commissioner, Council may, where the Integrity Commissioner has determined there was a violation of the Code, impose either of the following two (2) penalties:
- (a) a reprimand; or
 - (b) suspension of remuneration paid to the Member in respect of his or her services as a Member for up to ninety (90) days.
2. Council may also take the following actions:

- (a) removal from membership of a committee;
- (b) removal as chair of a committee;
- (c) request the repayment or reimbursement of monies received;
- (d) request the return of property or reimbursement of its value;

Appendix A

Formal Complaint and Affidavit

(Code of Conduct for Members of Council and Local Boards)

Please note that signing a false affidavit may expose you to prosecution under Sections 131 and 132 or 134 of the Criminal Code, R.S.C. 1985, c. C-46.

Affidavit of: _____

(full name)

of the _____ of _____ in
(Town/City, etc. of residence)

the County of _____ in the Province of Ontario, make oath and say:

1. I have personal knowledge of the facts as set out in this affidavit, because _____

(insert reasons i.e. I work for...; I attended the meeting at which...; etc.)

2. I have reasonable and probable grounds to believe that a member of Council or local board _____

(specify name of Member(s))

Has contravened Section(s): _____ of the

Code of Conduct for Members of Council and Local Boards, the particulars of which are

Summarized in 3 below.

3. Set out the statements of fact in consecutively numbered paragraphs in the space below, with each paragraph being confined as far as possible to a particular statement of fact. If you require more space, please attach a separate piece of paper and check the appropriate box below. If you wish to include exhibits to support this complaint, please list the exhibits in the space provided below and attach them to this form.

Exhibits attached to this form:

APPENDIX I: FORM OF PROPOSAL

REQUEST FOR PROPOSAL: 2022-01

PROJECT NAME: INTEGRITY COMMISSIONER SERVICES

Note: The FORM OF PROPOSAL must be returned with the RFP Proposal.

I/We the undersigned after having read the Request for Proposal, terms, conditions, and specifications, **WHERE REQUIRED, INCLUDE THE FOLLOWING:**
Receipt of addenda (when issued) shall be acknowledged by the Respondent initialling in the space provided opposite each addendum received:

Addendum No. 1 _____ No.2 _____ No. 3 _____

Note: Respondents failing to acknowledge receipt of Addenda when issued may be disqualified.

By signing this submission, I confirm that I have read, acknowledge, and understand all terms, conditions and requirements contained in this Proposal Document.

Vendor Name:	
Street Address/P.O. Box #: Town/ City, Province, Postal Code:	
Authorized Representative Name (please print): Title:	
Telephone number:	Fax number:
E-mail address:	
Signature of Authorized Signing Officer:	Date:

DOCUMENT MUST BE SIGNED TO BE VALID

APPENDIX II: ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

REQUEST FOR PROPOSAL: 2022-01
PROJECT NAME: INTEGRITY COMMISSIONER SERVICES

The Respondent certifies that it has read and understands this Appendix. Respondents shall make themselves aware of the AODA provisions. The Successful Respondent shall comply with the AODA during the term of the contract and while providing services or delivering goods, products, or materials to the Township of Wollaston.

The Accessibility Standards for Customer Service, Ontario Regulation 429/07 was created under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA). The Standard sets out obligations for certain persons, businesses, and other organizations to provide goods or services in a way that is accessible to people with disabilities in Ontario. The Standard applies to:

- Designated public sector organizations (compliance deadline 1st January 2010); and
- Every other person or organization that provides goods or services to the public or to other organizations (third parties) and that has one or more employees in Ontario (compliance deadline 1st January 2012).
- **Principles - Dignity, Independence, Integration, Equality** The Corporation of The Township of Wollaston is obligated by legislation to provide accessible customer service and is committed to creating an excellent customer experience to all our stakeholders.

The Respondent agrees that if deemed the Successful Respondent:

Prior to the commencement of any work under agreement with our Township that the Successful Respondent shall declare that it has read, understands, and complies with the Accessible Customer Service, Ontario Regulation 429/07.

The Township of Wollaston thanks you in advance for joining us in providing excellent Accessible Customer Service throughout our community.

For further details please refer to the Ministry of Community and Social Services website or AccessON.ca for details.

Resources: Municipal Accessible Customer Service Policy and pamphlets

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<http://www.mcsc.gov.on.ca/en/mcsc/programs/accessibility/customerService/under20.aspx#>

- <http://www.accesson.ca/ado/english/> - Serve Ability

RESPONDENT'S COMPANY NAME:
Representative:
Authorized Signature:
Date:

DOCUMENT MUST BE SIGNED TO BE VALID & SUBMITTED WITH BID

APPENDIX III: HEALTH AND SAFETY DECLARATION

REQUEST FOR PROPOSAL: 2022-01
PROJECT NAME: INTEGRITY COMMISSIONER SERVICES

CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Corporation of the Township of Wollaston is committed to:

- (1) The prevention of workplace injury, illness, violence, and harassment to all workers at the Township of Wollaston work locations.
- (2) The belief that 'contractor' safety is compatible with the safety policy of the Township of Wollaston and is good business.
- (3) Assuming a leadership role by citing contractors for any violations of the contract.

To ensure the Township of Wollaston workplace is a healthy and safe working environment, the below-named Company, contractors, constructors, and subcontractors must have knowledge of and operate in compliance with the **Occupational Health and Safety Act** (and as amended) and any other legislation pertaining to employee health and safety, violence and harassment in the workplace and other matters.

For long term contracts, or contracts involving pre-selected contractors, the Township of Wollaston reserves the right to cancel (or place on probation) the contract of any contractor who is sited with violations and/or charged and/or convicted of offences under the **Occupational Health and Safety Act** and/or applicable regulations while carrying out any part of a project with the Township of Wollaston.

Statement of Responsibility:

If the named Company (below) is retained to perform work for the Corporation of the Township of Wollaston:

I/we accept the health and safety responsibilities. I/we will comply with all procedures and requirements of the **Occupational Health and Safety Act**, Township of Wollaston safety policies, standards and procedures, department and site-specific policies, standards and procedures and all applicable legislation and regulations. I/we will work safely with skill and care to prevent accidental injury, violence and harassment to ourselves, fellow employees, and all other persons on the site of the work.

RESPONDENT'S COMPANY NAME:
Representative:
Authorized Signature:
Date:

DOCUMENT MUST BE SIGNED TO BE VALID & SUBMITTED WITH BID

APPENDIX IV: REFERENCE FORM

REQUEST FOR PROPOSAL: 2022-01

PROJECT NAME: INTEGRITY COMMISSIONER SERVICES

Note: The REFERENCE FORM must be returned with the RFP Proposal.

Requirements: (i) References for delivery/supply of similar project scope or magnitude.
(ii) Minimum of three (3) references required.

1. COMPANY NAME: _____

CONTACT: _____

TITLE: _____

PHONE #: _____

2. COMPANY NAME: _____

CONTACT: _____

TITLE: _____

PHONE #: _____

3. COMPANY NAME: _____

CONTACT: _____

TITLE: _____

PHONE #: _____

Approval to Contact References

Authorized Representative Name (Please Print) *Title*

Authorized Signature *Date*

DOCUMENT MUST BE SIGNED TO BE VALID