



THE CORPORATIONS OF THE:
TOWNSHIP OF GEORGIAN BAY
TOWN OF GRAVENHURST
TOWNSHIP OF MUSKOKA LAKES

REQUEST FOR PROPOSAL (RFP)
No. 2018 – 14

INTEGRITY COMMISSIONER SERVICES 2019 - 2022

TOWNSHIP OF GEORGIAN BAY

INDEX TO PROPOSAL DOCUMENTS

SECTION:

A INFORMATION TO BIDDERS

B TERMS OF REFERENCE

**C PROPOSAL SUBMISSION DOCUMENTS
AND EVALUATION**

SECTION A

INFORMATION TO BIDDERS

TOWNSHIP OF GEORGIAN BAY

SECTION A: INFORMATION TO BIDDERS

A.1 SCOPE OF PROPOSAL

The Townships of Georgian Bay and Muskoka Lakes, as well as the Town of Gravenhurst (the "Municipalities") comprise three (3) of six (6) lower tier municipalities in the District of Muskoka. The Municipalities continuously make an effort to work collaboratively wherever possible to address areas of mutual interest, save costs, promote consistency and reduce confusion among citizens across the District.

This proposal does not guarantee all involved municipalities will chose the same successful proponent, and those within, and including, the District of Muskoka not named in this proposal may choose to be a part of this process in the future.

Please ensure your proposal includes cost breakdowns for the above named municipalities.

A.2 QUESTIONS & CLARIFICATIONS

It will be the Proponent's responsibility to clarify any details in question not mentioned in this contract before submitting their proposal.

Questions relating to this proposal must be received by Thursday, January 31, 2019 by 2:00 p.m. and can be sent electronically to the attention of: Jessica Gunby, Dipl.M.A., Clerk, at jgunby@gbtownship.ca

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum posted on the Township of Georgian Bay website in accordance with the schedule of events in Section A.3. Questions received after this date and time will not receive a response.

Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

A.3 SUBMISSION, CLOSING AND OPENING OF PROPOSALS

All Proponents shall submit their proposals electronically to jgunby@gbtownship.ca with the subject line:

RFP 2018-14 Integrity Commissioner Services 2019-2022

Proposals will be received until the proposal closes at **2:00 p.m. local time on Thursday, January 31, 2019.**

A Proponent may withdraw or alter the proposal at any time up to the specified time and date for proposal closing by sending an email to the Clerk.

To ensure similarity in proposal presentation and facilitate the comparison of competing proposals by the evaluation team, Proponents shall complete the Township's forms supplied within the document (Section C).

Schedule of Events:

Request for Proposal Release	December 12, 2019
Deadline for Queries	January 11, 2019
Final Addendum Release – If Required	January 18, 2018
Closing Date	January 31, 2019
Proposal Opening	January 31, 2019
Anticipated Notice of Award	Mid-February, 2019

Proposal openings are to be public. The names of Proponents submitting a proposal will be available upon request.

Unsuccessful bidders' names and bid values become public information and may be disclosed upon a request from the public. Portions of successful bids may become a public document subject to the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

A.4 PROCESS REQUIREMENTS

In addition to the requirements of Section A.3, bidders may be asked to have a representative(s) attend a meeting with and or all of the Municipalities to give a brief overview of their proposal and to answer any questions.

A.5 CONTACT PERSON

Questions with respect to this process or requests for further information and clarification must be directed to the Clerk, Jessica Gunby via email only at jgunby@gbtownship.ca.

A.6 SELECTION PROCESS

The Municipalities will not necessarily accept the lowest price or any proposal. Any implication that the lowest price or any proposal will be accepted is hereby expressly negated. Proponent selection will be on the basis of those proposals having the greatest overall benefit to the Municipalities.

A.7 REJECTION OF PROPOSALS

The Municipalities reserves the right to reject any and all proposals received, are not under any obligation to award a contract, reserves the right to terminate the RFP at any time for any reason, and to withdraw from discussions with all or any of the Proponents who have responded. The receipt and opening of a proposal does not constitute acceptance of any proposal.

A proposal will be automatically disqualified if there is failure to comply with terms, requirements and conditions set out in the RFP.

A.8 RESERVATION OF RIGHT

After the closing date and time, Proponents will not have the right to change conditions, terms or prices of their proposal. All proposals will be irrevocable for a period of thirty (30) days from the closing date of the proposal or until a contract is signed with the successful Proponent(s), whichever comes first.

The Township reserves the right to award in whole or in part based on the best interests of the Township.

A.9 LIMITATION OF DAMAGES

The Proponent waives any claim for loss of profits, expenses, liabilities, costs, losses or damages incurred, sustained or suffered by themselves prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of any proposal. This includes by reason of any delay in the acceptance of a proposal, or matters in respect of the competitive process, except as provided in the proposal. All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the Proponent.

All proposals and supporting documentation submitted with the proposal or resulting from the project shall become the property of the Township of Georgian Bay.

A.10 ERRORS & OMISSIONS

It is understood, acknowledged and agreed that while this proposal includes specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the Township to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.

A.11 GOVERNING LAW

Any contract resulting from this RFP shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

A.12 RECORDS

The Successful Respondent must adhere to all requirements for the retention and storage of both paper and electronic records in keeping with the respective Municipalities' Records Management Systems, and in accordance with legislative requirements and the Records Retention By-Laws.

A.13 CHARACTER AND EMPLOYMENT OF WORKERS

The Successful Respondent shall employ only orderly, competent, and skilful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the Successful Respondent in connection with the service arising out of this Proposal gives, in the opinion of the Municipalities respectively, just cause for complaint, the successful Respondent upon notification in writing, shall not permit such person to continue in any future service arising out of this Proposal.

A.14 WORKPLACE SAFETY & INSURANCE BOARD

The Successful Respondent shall provide the Municipalities respectively with a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the Respondent's good standing with the Board.

The Respondent shall keep this in force for the duration of the contract.

If WSIB coverage is not deemed to be required by the WSIB, proof must be provided to the Municipalise directly from the WSIB.

A.15 RESPONSIBILITY FOR DAMAGES

The Successful Respondent shall indemnify and hold harmless the Municipalities, their officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions or operations of the Respondent, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Proposal.

A.16 INSURANCE

The Successful Respondent shall, throughout the Term, obtain and maintain in force

- (a) General Liability Insurance of not less than two million dollars (\$2,000,000) (per occurrence) inclusive, to indemnify and hold harmless the Municipalities respectively against any liability which may arise from the Respondent's operations under this Contract. Coverage shall include but not limited to bodily injury, personal injury, property damage, contractual liability, products and completed operations liability and shall contain a cross liability severability of insured clause. The Municipalities shall be named as additional insureds.
- (b) Professional liability insurance in an amount not less than two Million (\$2,000,000) (per claim). Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Contract. Upon completion of the work the policy shall remain in force for twelve (12) months.

The Successful Respondent must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the General liability policy or the Professional Liability Policy.

General Conditions

- (a) All policies shall be endorsed to provide the Municipalities with not less than 30 Days' written notice of cancellation.
- (b) Prior to execution of the contract and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Municipalities with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer

together with copies of any amending endorsements applicable to the contract.

- (c) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- (d) All policies shall apply as primary and not as excess of any insurance available to the Municipalities.
- (e) It is expected by the Municipalities that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under 16. INSURANCE have been met.

A.17 HEALTH AND SAFETY

The Successful Respondent will provide the Municipalities, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed where applicable. If the firm does not have written procedures relevant to the work, then the firm will be expected to abide by the Municipalities' respective safety procedures in accordance with the Occupational Health and Safety Act (re: duties of employers).

A.18 PERFORMANCE

Any undue delays in the execution of the work and/or costs incurred by the Municipalities due to inefficiencies in performance on behalf of the Successful Respondent shall be deemed to be the responsibility of that Respondent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Municipalities, will be assessed to the Successful Respondent.

A.19 ASSIGNMENT OF CONTRACT

The Successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of this contract or their right, title or interest therein, or their power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Municipalities respectively, which consent shall not be unreasonably withheld.

A.20 CANCELLATION

The Municipalities respectively reserve the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, errors, inferior quality, pricing problems, etc.

Should the Municipalities or the successful respondent wish to terminate the contract, they shall provide written notice of the termination not less than 90 days from the date of termination.

Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

A.21 HARMONIZED SALES TAX (HST)

Harmonized Sales Tax (HST) is applicable to the requirements of this Proposal and should be shown separately in the Proposal.

A.22 TERM

The term of the contract with the Successful Respondent shall be for a period of four (4) years commencing on the first day of the month following written notice of acceptance of proposal. Based on satisfactory performance and service, an extension to renew may be granted by motion of the Municipalities respective Councils for up to two (2) four (4) year terms.

A.23 PAYMENT AND INVOICES

The Municipalities' standard terms of payment are Net Thirty (30) calendar days upon receipt of goods/services or invoice, whichever is later.

A.24. CONFLICT OF INTEREST

The Proposal made by the Respondent is without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a proposal for the same work, and is in all respects fair and without collusion or fraud.

A.25 CONFIDENTIALITY STATEMENT

The successful Proponent shall at all times maintain confidentiality of all materials, information and all business related to the Township that the successful Proponent may come into contact with through implementation and any continued relationship as the contract may warrant.

A.26 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION PRIVACY ACT (MFIPPA)

In accordance with MFIPPA, any personal information Proponents provide is being collected under the authority of the *Municipal Act* and will be used exclusively in the selection process. All proposals submitted become the

property of the Township. The Municipalities are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. As a result, the Municipalities cannot guarantee that any information forwarded to the Municipalities can be held in confidence.

Respondents must identify in their submission any information which they feel is confidential and which should remain confidential. Respondents must specify their reasons and those sections of the Act which support the confidentiality.

Confidential information must be included in a separate section of the submission. This will facilitate the ability to make other parts of the submission available to the public.

In all circumstances the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* will prevail.

A.27 HISTORICAL PERFORMANCE & LITIGATION

The Municipalities reserves the right to disqualify and remove from the proposal process those Proponents whose historical performance has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

The Municipalities may, in their absolute discretion, reject a proposal if the potential supplier, or any officer or director of the potential supplier is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Municipalities, its elected or appointed officers and employees in relation to:

- i) Any other contracts or services; or
- ii) Any matter arising from the Municipalities' exercise of its powers, duties or functions.

A.28 THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The AODO aims to identify, remove, and prevent barriers for people with disabilities. The AODA became law on June 13, 2005 and applies to all levels of government, nonprofits, and private sector businesses in Ontario that have one or more employees (full-time, part-time, seasonal, or contract).

The successful proponent must complete the required AODA training or provide proof of same.

SECTION B

TERMS OF REFERENCE

TOWNSHIP OF GEORGIAN BAY
SECTION B: TERMS OF REFERENCE

B.1 SCOPE OF PROJECT

The Municipalities are seeking an Integrity Commissioner who will be responsible for administering each municipality's Code of Conduct and conducting investigations in an independent and neutral manner in accordance with the accountability and transparency provisions of S. 223.3 to S. 223.8 of the Municipal Act, 2001, S.O. 2001. The respective Codes of Conduct outline the specific time requirements related to certain aspects of the work. Proponents are required to be in a position to honour the requirements of this work on a consistent basis.

Codes of Conduct for each of the Municipalities can be accessed by the following links:

[Township of Georgian Bay](#)

[Town of Gravenhurst](#)

[Township of Muskoka Lakes](#)

The municipalities acknowledge the volume of work is unpredictable and as such do not warrant there will be a particular volume of work for the selected Proponent. Thus, any required services will be done on an as-needed basis.

Proponents should be excellent communicators, possess both personal and professional integrity and discretion, and have familiarity with investigatory procedures and the legal principles involved, particularly as they relate to evidence, legal interpretation and natural justice. Proponents must also have extensive knowledge and appreciation of Provincial Statutes, municipal by-laws and the ability to interpret the provisions of various statutes, regulations, policies and other enabling frameworks.

Proponents shall have had no involvement in political campaigning, endorsements or any other related conflict of interest with respect to the Municipalities during or since the most recent municipal election.

The Integrity Commissioner performs two basic roles:

Advisory

- Provides advice to Council to prevent potential violations of the Code of Conduct
- Reviews the Code of Conduct to ensure it accurately reflects best practices for the conduct of members of Council and Committees
- Provides advice to the public on matters relating to the conduct of Council
- Educates members of Council on the Code of Conduct
- Complaint investigation
- Assesses complaints from the public to determine their validity
- Reports the results of the investigations to Council and the public
- Provides a yearly report to Council
- Conducts presentations and workshops and training at least once per term of Council

Complaint adjudication

- Investigates and renders an opinion on whether a member of Council or individual appointed to a Committee has violated a Municipal protocol, by-law or policy governing ethical behaviour
- Recommends appropriate discipline as outlined in the By-Law for members found in violation of the Code of Conduct
- Reports the results of an investigation through Council
- The Integrity Commissioner does not have authority over the conduct of Municipal employees.

In addition, the *Municipal Act* will be amended on March 1, 2019 to include the following:

223.3 (1) 6. Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.

223.4.1(2) Application

An elector, as defined in section 1 of the Municipal Conflict of Interest Act, or a person demonstrably acting in the public interest may apply in writing to the Commissioner for an inquiry to be carried out concerning an alleged contravention of section 5, 5.1 or 5.2 of that Act by a member of council or a member of a local board. 2017, c. 10, Sch. 1, s. 21, part.

SECTION C

PROPOSAL SUBMISSION DOCUMENTS AND EVALUATION

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BAY

Integrity Commissioner Services 2019 - 2022

COMPANY: _____

ADDRESS: _____

REPRESENTATIVE: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

DATE: _____

TOWNSHIP OF GEORGIAN BAY
SECTION C: EVALUATION CRITERIA

C.1 QUALIFICATIONS

The qualifications that a candidate for the position of Integrity Commissioner should possess include:

- 1) At least ten years of legal or quasi-judicial experience, or senior municipal management;
- 2) Proven ability to conduct research 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) An ability to provide services on a part-time, flexible and as-needed basis;
- 7) No other involvement in political campaigning/endorsement, or related conflicts of interest;
- 8) No financial interest in the work undertaken by the Municipalities;
- 9) An independent person who personifies high ethical standards;
- 10) Experience managing sensitive inquiries, conducting investigations and making appropriate recommendations;
- 11) Excellent communication skills; and,
- 12) Impartiality, wisdom, sound judgment combined with the ability to inspire trust and confidence.

C.3 EVALUATION OF PROPOSALS

All submissions must be in compliance with the requirements of the RFP process in order to be considered for evaluation.

Representatives from the Municipalities will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The Municipalities reserve the right to enter into further discussions in order to obtain information that will allow them to reach a decision with a Respondent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

The Municipalities reserve the right to interview any, all or none of the respondents that submit a Proposal and to obtain additional insight into the Respondent's ability to meet the requirements as requested in the RFP. The

interviews would be conducted as soon as possible but preferably within the dates as set out in this RFP.

Proposals will be evaluated using the following weighted criteria:

CRITERIA	MAXIMUM SCORE
<p align="center">Description of Experience and Qualifications</p> <p>Proponents shall provide a general description of experience, curriculum vitae and relevant field of study.</p>	10
<p align="center">General Municipal Knowledge</p> <p>Proponents shall provide at least three (3) examples that demonstrate the proposed Integrity Commissioner’s broad knowledge and experience within a municipal government including practices, procedures, methods and mandates found within a municipal environment.</p>	10
<p align="center">Knowledge of Ontario Municipal Law</p> <p>Proponents shall demonstrate knowledge and previous experience with:</p> <ul style="list-style-type: none"> • Ontario <i>Municipal Act</i> • Ontario <i>Municipal Conflict of Interest Act</i> • Ontario <i>Municipal Freedom of Information and Protection of Privacy Act</i> • Ontario <i>Public Enquiries Act</i> • Ontario Municipal Codes of Conduct • Ontario Legislation Interpretation 	20
<p align="center">Investigation, Mediation and Adjudication Experience</p> <p>Proponents are to demonstrate previous experience with any of the following:</p> <ul style="list-style-type: none"> • Acting as an Integrity Commissioner (with references) • Expertise with investigative techniques and procedures, conducting sensitive inquiries, gathering evidence and its legal interpretation; • Mediation, adjudicative experience/skills or experience with alternative dispute resolution methods. • Independence, impartiality, neutrality, and engendering trust and confidence. 	20

CRITERIA	MAXIMUM SCORE
<p align="center">Public Relations / Communications</p> <p>Proponents are to give examples to demonstrate the proposed Integrity Commissioner’s past experience and confidence in dealings with elected officials, the public and the media.</p>	5
<p>Service Plan</p> <p>Proponents are to indicate the following:</p> <ul style="list-style-type: none"> • Code of Conduct complaints protocol and investigation – Application and investigation process, timelines for investigations and reporting. • Confidentiality and privacy protocol – To preserve confidentiality and privacy throughout the receipt of complaint, investigation and reporting process. • Requests from the public – Regarding the Code of Conduct. • Advice – Process, communication methods and timelines for providing responses to requests for advice from members of Council. • Expectations of assistance from each municipality. • Risk mitigation methods. • Approach for implementing recommendations. 	15
<p>Costing Proposal</p> <p>Proponents must provide a detailed breakdown of all costs for each of the Municipalities (if different) including but not limited to, annual retainer fee, hourly rate for specific services along with a list of related expenses/disbursements. Include any discount to be provided should all three (3) Municipalities select the same Successful Proponent.</p>	20
Maximum Attainable Score	100