

**REQUEST FOR PROPOSAL  
FOR SERVICES OF AN INTEGRITY COMMISSIONER,  
CLOSED MEETING INVESTIGATOR AND  
MUNICIPAL OMBUDSMAN  
FOR COUNTY OF HURON**

**Closing Date: July 3, 2018**  
**Closing Time: 1:00 p.m.**

County of Huron  
Huron County Courthouse  
1 Courthouse Square  
Goderich, ON  
N7A 1M2

Email: [kpuska@huroncounty.ca](mailto:kpuska@huroncounty.ca)

INTEGRITY COMMISSIONER, CLOSED MEETING INVESTIGATOR  
AND MUNICIPAL OMBUDSMAN

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## **DEFINITIONS AND INTERPRETATIONS**

The following definitions apply to the interpretation of the Request for Proposal Documents;

1. "Addenda or Addendum" means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.

2. "Authorized Person" means;

i. For a Proponent who is an individual or sole proprietor that person.

ii. For a Proponent which is a partnership, any authorized partner of the Proponent.

iii. For a Proponent which is a corporation:

a) any officer or director of the corporation; and

b) any person whose name and signature has been entered on the document submitted with the Request for Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the submission, whether that person is or is not an officer or director.

iv. For a Proponent that is a joint venture, the submission shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint venture's.

3. "County" refers to the Corporation of the County of Huron

4. "Proposal" means the Response in the form prescribed by this Request for Proposal Document and completed and submitted by a Proponent in response to and in compliance with the Request for Proposal.

5. "Proponent" means the legal entity submitting a proposal.

6. "Request for Proposal (RFP)" means the document issued by the Counties in response to which Proponents are invited to submit a proposal that will result in the satisfaction of the Counties objectives in a cost effective manner.

7. "Successful Proponent" means the Proponent whose proposal has been approved by the Counties.

## **SECTION 1.0 - INFORMATION TO PROPONENTS**

### **1.1 Introduction and Background**

- a) The County of Huron is inviting proposals for the services of an Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman for the County of Huron.
- b) As Integrity Commissioner you will be responsible for administering the Code of Conduct, conducting investigations in an independent manner in accordance with the accountability and transparency provisions of the Municipal Act, 2001 and the Council Code of Conduct Policy for both Council and Boards.
- c) As Closed Meeting Investigator you will be responsible for investigating complaints {relative to Section 239.2 of the Municipal Act, 2001, S.O. 2001, C.25 (the Act)} in an independent manner as to whether the municipality has complied with the Act or a Municipal Procedural By-Law in respect of a meeting or part of a meeting that was closed to the public and to report on the investigation.
- d) As Municipal Ombudsman you will be responsible for investigating and reporting to County Council in an independent manner on any decision or recommendation made or act done or omitted in the course of the administration of the Counties and its local boards in accordance with section 223.13(1-2) of the *Act*.
- e) You may also deliver said services to each of Huron County's nine municipal partners, each with their own Code of Conduct if the terms and conditions are agreeable to the respective councils and the Successful Proponent to this RFP.
- f) The County of Huron is situated in southwestern Ontario. The County is an upper-tier municipality comprised of nine local municipalities. The nine local municipalities are as follows:
- Municipality of Ashfield-Colborne Wawanosh
  - Municipality of Bluewater
  - Municipality of Central Huron
  - Town of Goderich
  - Howick Township
  - Municipality of Huron East
  - Municipality of Morris Turnberry
  - Township of North Huron and; Municipality of South Huron.

g) Further information regarding the scope of work is included in Section 2.0.

## **1.2 Proposal Format and Delivery**

a) Proponents are required to submit three (3) sets of their proposal as described in section 3.0. At least one set must carry original signatures and be marked as MASTER. Additional sets may be a photocopy and marked as "DUPLICATE". All copies must be delivered to the County of Huron, Huron County Court House, 1 Courthouse Square, Goderich, ON N7A 1M2.

**b) Proposals must be received no later than 1:00 p.m. on Tuesday July 3, 2018.**

Proposals received at 1:00 p.m. as shown on the stamp by the Reception Desk are "on time" and will be accepted. Proposals received at 1:01 p.m. or later, as shown on the stamp by the Reception Desk will be considered late, will be rejected and returned unopened to the respective Proponent. The stamp at the Reception Desk is the official time for the deadline for submission. No other clock or source will be recognized when considering the submission date and time of proposals.

c) This is a sealed proposal. All proposals shall be submitted as described in section 3.0 with the submission label as provided from the County of Huron firmly affixed to the outside of the envelope or package. All envelopes or packages must have Proponent's name and address where indicated and envelopes must be sealed.

d) Proposals will not be opened after closing time. Once the award is made and approved by Council, the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

e) A Proponent may request that their proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing and the request is delivered to the County Clerk before the RFP closing time.

f) Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal prior to the closing time.

g) The Counties shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the Counties and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

h) The Counties, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Counties of any proposal, or by reason of any delay in the acceptance of any proposal.

### 1.3 Designated Official

For the purpose of this contract, Meighan Wark is the “Designated Official” and shall perform the following functions: releasing, recording, and receiving proposals, recording and checking of submissions; answering queries from perspective proponents, considering extensions of time, reviewing proposals received, ruling on those not completing meeting requirements and coordinating the evaluation of the responses.

### 1.4 Questions / Inquiries

a) Each Proponent must satisfy himself/herself by a personal study of the RFP documents. There will be no consideration of any claim, after Submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the RFP.

b) Inquiries regarding the Request for Proposal process or format of the response must be directed, in writing to Meighan Wark , CAO, by email to [mwark@huroncounty.ca](mailto:mwark@huroncounty.ca)

c) All clarification requests are to be sent in writing to the Designated Official noted above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all interested parties. Inquiries must not be directed to other County employees or elected officials. **Directing inquiries to other than the Designated Official may result in your submission being rejected.**

**d) Inquiries received within three (3) days of the closing date will NOT be given any consideration.**

### 1.5 Addenda

a) The Designated Official will issue changes to the RFP Documents, which may include amendments to the submission deadline or changes in the Scope of Work or Qualifications of Proponents, by addendum only. No other statement, whether oral or written, made by the County will amend the RFP Documents. The County will make every effort to issue all addenda no later than June 25, 2018.

b) The Proponent shall not rely on any information or instructions from the County or a County Representative except the RFP Documents and any addenda issued pursuant to this Section.

c) The Proponent is solely responsible to ensure that it has received all addenda issued by the County. Proponents may in writing seek confirmation of the number of addendum issued under this RFP in writing to Meighan Wark, CAO by email [mwark@huroncounty.ca](mailto:mwark@huroncounty.ca)

d) The Proponent shall acknowledge receipt of all addenda on the Form of Proposal – Declaration Form (page 24). Failure to complete the acknowledgement may result in rejection of the proposal.

## **1.6 RFP Schedule of Events**

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the County reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents in writing at the address indicated in the completed RFP submitted to the County of Huron.

Issue RFP: June 6, 2018

Last Date for Questions: June 25, 2018

RFP Close: July 3, 2018

Interviews/Presentations: TBD

*\*Dates noted above are an approximation only and are subject to change.*

## **SECTION 2.0 - TERMS OF REFERENCE**

### **2.1 Introduction and Purpose**

The Corporation of the County of Huron is seeking proposals from Proponents who are interested in serving the County of Huron as its Integrity Commissioner , Closed Meeting Investigator and Municipal Ombudsman. The appointment will be for a three (3) year term with the option to renew for two additional years. Additionally, the intent of this RFP is to allow the following municipalities, each with their own Code of Conduct, to cross-appoint the same successful Proponent(s) as its Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman, if the terms are acceptable to each respective council and the successful Proponent(s). Such appointment will require the Successful Proponent to enter into a separate agreement with the following municipalities:

- Municipality of Ashfield Colborne Wawanosh
- Municipality of Bluewater
- Municipality of Central Huron
- Town of Goderich
- Howick Township
- Municipality of Huron East
- Municipality of Morris Turnberry
- Township of North Huron; and Municipality of South Huron

## **2.2 Scope of Work**

The Corporation of the County of Huron is seeking an Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman who will be responsible for administering the Council Code of Conduct and Closed Meeting Provisions of the Municipal Act. Investigations shall be conducted in an independent and neutral manner, in accordance with the accountability and transparency provisions of the Municipal Act, 2001 and the Council Code of Conduct Policy. Candidates should be excellent communicators, possess personal and professional integrity and discretion, and have familiarity with procedures and investigative principles related to conflict resolution.

The role of the Integrity Commissioner will be to:

1. Help ensure that members perform their functions in accordance with the Code of Conduct and other procedures, rules or policies governing their ethical behavior;
2. Provide advice and rulings on ethical challenges, issues and dilemmas, upon request of Council or a member of Council;
3. Deliver a presentation to members of Council regarding the role of the Integrity Commissioner and ethical obligations and responsibilities of members under the Code of Conduct and any other procedure, rules or policies governing their ethical behavior;
4. Function independently from either County staff and report to either Council;
5. Investigate complaints and alleged breaches of the Council Code of Conduct;
6. Review the Council Code of Conduct and make recommendations for improvements;
7. Serve as an advisor to individual members of Council with respect to the Council Code of Conduct and any procedures, rules and policies of the municipality governing the ethical behavior, as well as associated policies and by-law;
8. Serve as a proactive educator for Council, Staff and the public with respect to ethical behavior for Council members within the Counties.

The role of the Closed Meeting Investigator will be to:

1. Conduct investigations from time to time as requested by the municipality upon receipt of a complaint in respect of meetings or part of meetings that are closed to the public to determine compliance with the Act or the municipal procedural by-law and to report on the results of such investigations;



2. Conduct such investigations having regard to being independent and impartial while respecting confidentiality;
3. Proceed without undue delay and with due diligence;
4. Conduct each investigation in private;
5. Hear and obtain information from such persons as the Independent Contractor thinks fit and to make such inquiries deemed necessary;
6. Provide an opportunity to the municipality of any such person that may be adversely affected by a proposed report of the Independent Contractor, to make representations respecting such report;
7. Preserve confidentiality and secrecy with respect to all matters that come to his/her knowledge in the course of performing duties, save and except disclosure of such matters as in the Independent Contractor's opinion ought to be disclosed in order to establish ground for his/her conclusions and recommendations;
8. After making an investigation, to render his/her opinion as to whether or not the meeting or part of the meeting that was subject to investigation appears to have been closed to the public contrary to the Act or Procedural By-Law and, in either case, the Investigator shall report his/her opinion and the reasons for it to the municipality and shall make recommendations as he/she sees fit;

The role of the Municipal Ombudsman will be to:

1. Investigate and report to either County Council in an independent manner on any decision or recommendation made or act done or omitted in the course of the administration of the Counties and its local boards.

Candidates must have an extensive knowledge of Provincial Statutes, particularly those related to Ontario municipalities, and have the ability to interpret the provisions of applicable statutes and regulations, as well as policies and municipal by-laws that set out the framework of accountability, transparency and ethics that relate to conduct for members of municipal councils.

The Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman will work independently and it is expected that they shall have no involvement in political campaigning, endorsements or any other related conflict of interest with respect to the County of Huron during or since the most recent municipal election.

All reports, presentation and material produced by the Integrity Commissioner, Closed Meeting

Investigator and Municipal Ombudsman for this project become the property of the County of Huron. Any public materials and the final report must be delivered in an accessible standard for the purposes of compliance with the Accessibility for Ontarians with Disabilities Act. In performing such duties, the Independent Contractor shall have the powers set out in Subsection 223.13 (6) and Section 223.14 to 223.18 of the Act.

### **2.3 Term of Contract**

The term of contract is a three year term, commencing on or about September 1, 2018. The County at their discretion may extend the contract up to an additional two (2) years upon mutual agreement between both parties.

### **2.4 Bill 68 – “Modernizing Ontario’s Municipal Legislation Act, 2017”**

The Province is considering changes to the Integrity Commissioner’s role and responsibilities. The Counties reserves the right to negotiate any proposed changes relating to the role and responsibilities of the Integrity Commissioner with the successful Proponent, when enacted by the Province. All changes proposed and agreed to by both parties during the term of this agreement will be incorporated into an amending agreement.

## **SECTION 3.0 - PROPOSAL REQUIREMENTS**

### **3.1 Proposal Submissions**

a) Proponents shall submit three (3) copies of their submission, with one copy marked as original. All proposal submissions must be submitted in a sealed envelope with the submission label as provided by the County of Huron affixed firmly to the outside of the envelope. The term envelope shall have the same meaning as “package”.

b) Failure to include the submission requirements may result in your proposal being disqualified.

### **3.2 Proposal Submission Requirements**

The following format shall be used for the preparation of the proposal. **The submission shall be no longer than ten (10) single sided pages (letter size), excluding appendix and Curricula Vitae.** The proposal submissions must include at a minimum the following information and shall be submitted in the same sequence in order to be considered responsive.

#### **a) Section 1: Overview**

A narrative demonstrating the Proponent’s understanding of the full scope of services, reasons why the Proponent is interested in taking on this role, its familiarity with the County of Huron and complete contact information.

**b) Section 2: Qualifications and Experience – Conflict Resolution & Investigation**

Provide one (1) example which demonstrates how the previous experience aligns with the role of the proposed Integrity Commissioner or the Closed Meeting Investigator or the Municipal Ombudsman. (i.e. Adjudicative skills, managing sensitive inquires and making appropriate recommendations).

**c) Section 3: Qualifications and Experience – General Municipal Knowledge**

Provide one (1) example which demonstrates broad knowledge and experience related to municipal government, the role of a municipal Integrity Commissioner, Closed Meeting Investigator or Municipal Ombudsman, as well as practices, procedures, methods and mandates related to the municipal sector.

**d) Section 4: Qualifications and Experience – Knowledge of Ontario Municipal Legislation**

Provide one (1) example which demonstrates broad knowledge and experience related to municipal government and the role of a municipal Integrity Commissioner or the Closed Meeting Investigator of the Municipal Ombudsman.

**e) Section 5 – Client References**

Provide at least three (3) references the County may contact. References should be from sources of similar project experience relevant to the requirements of this project.

**f) Section 6 – Fees and Expenses**

Provide an hourly rate for their services and a list of proposed related expenses. Provide an Annual Retainer price and description of services covered under the retainer. Fees & expenses shall not include contingencies or HST. For greater clarity, the Annual Retainer price entered should be a per municipality Annual Retainer.

**g) Section 7 – Value Add (Public Relations)**

Provide one (1) example, which demonstrate past experiences where they have successfully dealt with elected officials, the media and the public.

**h) Form of Proposal - Declaration**

Include a signed and completed copy of the Form of Proposal – Declaration (page 26).

**3.3 Evaluation Process**

a) Each proposal will be evaluated on its clarity and the demonstrated understanding of the Project requirements, the services proposed and timeframes, as well as the proponent’s experience and the anticipated benefit to Huron County. A short list of firms may be created for purposes of an interview or presentation, should this be required. Proponents may be contacted to explain or clarify their proposals; however, they will not be permitted to alter information as submitted.

b) An Evaluation Committee will be established from members of the County of Huron and partner municipalities or any others as deemed necessary.

c) Proposals will be evaluated on the basis of all information provided by the Proponent. Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may deem the proposal non-responsive.

d) Selection of a proposal will be based on (but not solely limited to) the following criteria and any other relevant information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.

e) In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in any order). The County reserves the right to evaluate and rank each submission using criterion noted. Actual scores will be confidential.

### 3.4 Evaluation Criteria

Proposals will be evaluated based on the following weighted evaluation factors:

Item	Rated Criteria	Maximum Weight Points
1	Qualifications and Experience – Conflict Resolution and Investigation (As per the requirements of section 3.2b)	40
2	Qualifications and Experience – General Municipal Knowledge (As per requirements of section 3.2c)	20
3	Qualifications and Experience – Knowledge of Municipal Legislation (As per the requirements of section 3.2d)	15

Item	Rated Criteria	Maximum Weight Points
4	Pricing – Costing Proposal (As per the section of 3.2f)	15
5	Value Added – Public Relations (As per the requirements of section 3.2g)	10

For consistency, the following table describes the characteristics attributable to particular scores between 0-10

Score	Characteristic
0	Did not submit information
1	Does not satisfy the requirements of the criteria in any manner
2	Very poor to unsatisfactory
3	Minimally addresses some, but not all of the requirement of the criteria. Lacking in critical areas.
4	Addresses most of the requirements of the criteria to the minimum acceptable level. Lacking in critical areas.
5	Addresses most, but not all, of the requirements of the criteria to the minimum acceptable level. May be lacking in some areas that are not critical.
6	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
7	Fully meets all requirements of the criteria.
8	Exceeds the requirements of the criteria but in a manner which is not particularly beneficial to the County's needs.
9	Exceeds the requirements of the criteria in ways that are beneficial.
10	Proposal exceeds the requirements of the criteria in superlative ways / very desirable.

a) The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation. All higher fees proposed shall be awarded points, rounded to the closest full point for the fee portion of the evaluation by the following:

Lowest Fee ÷ Proposed Fee x Maximum Points = Total Cost Points.

b) In submitting a proposal, the Proponent acknowledges the County's right to accept other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the County's decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the County's best interest to do so.

c) The County may reject all proposals and elect not to select a Successful Proponent.

d) All qualified proposal submissions will be reviewed and evaluated. Additional clarification may be requested if necessary.

e) Only the ten (10) pages of the proposal will be evaluated. Proponents must include all relevant information in the required ten (10) page limit restriction.

### 3.5 Presentation and Interview

a) Should the Counties elect to request interviews of any Proponents, the County may have, at a minimum, the two highest scoring Proponents attend an interview to present the evaluation team with additional insight into the Proponent’s ability to meet the requirements as requested in the RFP. The Counties reserves the right to interview more or fewer than two Proponents based on the scoring results, including not engaging any interviews whatsoever.

b) The interviews would be conducted by the representatives of the Evaluation Committee.

c) Presentations shall follow this general format:

- Introduction of Proponents Project Team (5 minutes)
- Proponent Presentation of the Proposal (15 minutes)
- Questions from Interview Committee (10 minutes)
- Questions from Proponents (5 minutes)

d) The Proponents will be notified of the final format and exact date and time for interviews / presentations in advance if they occur.

e) For the interview portion of the evaluation (if required), the County will be using the rating criteria shown below and will evaluate each short-listed Proponent only.

Interview Criteria and Weighting (Second Stage if required):

Criteria Category	Weighted Points
Presentation	25
Response to Questions	10
Total Weighted Points	35

The score from the proposal evaluations and the Interview will be combined to determine an overall score.

## SECTION 4.0 - GENERAL CONDITIONS

### 4.1 The County’s Right to Accept or Reject

The County of Huron reserves the right to reject any or all Proposals, including without limitation the lowest Proposal, and to award the Contract to whomever the County of Huron in

its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein.

The County of Huron shall not, under any circumstance, be responsible for any costs incurred by the Tenderer in the preparing of its Proposal.

Without limiting the generality of the foregoing, The County of Huron reserves the right, in its sole and absolute discretion, to accept or reject any Proposal which in the view of the County of Huron is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the County of Huron considers unbalanced, or which is unaccompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the County of Huron.

Criteria which may be used by the County of Huron in evaluating proposals and awarding the contract are in the County of Huron's sole and absolute discretion and without limiting the generality of the foregoing, may include one or more or: price; total cost to the County of Huron; reputation; claims history of the Tenderer; qualifications and experience of the Tenderer and its personnel; quality of services and personnel proposed by the Tenderer; ability of the Tenderer to ensure continuous availability of qualified and experienced personnel; the Construction Schedule and Plan; the proposed Labour and Equipment; and the proposed Supervisory Staff.

Should the County of Huron not receive any tender satisfactory to the County of Huron in its sole and absolute discretion, the County of Huron reserves the right to re-tender the Project, or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Tenderers.

The County reserves the right to request clarification of information contained in a proposal.

The County reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of the contract.

The County reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the County. This Request for Proposal should not be considered a commitment by the County of Huron to enter into any contract.

The award to the Successful Proponent is a recommendation by the Evaluation Committee to Huron County Council to execute an Agreement similar to Appendix "A". The County reserves the right to enter into negotiations with the Successful Proponent. If these negotiations are not successfully concluded, the County reserves the right to begin negotiations with the next selected Proponent. There is no guarantee that Huron County Council will execute any Agreement.

Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the County and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Treasurer/Director of Corporate Services or an individual acting in that capacity, shall make the final determination as to interpretation.

No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the County or against whom the County has a claim or has instituted a legal proceeding, without the prior approval of Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

#### **4.2 Conflict of Interest**

a) The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed contract for which this proposal is made.

b) The Proponent further declares that no member of the Council of the County of Huron and no officer or employee of the County of Huron will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

c) Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the County of Huron prior to the submission of a proposal. The County of Huron may, at its discretion, delay any evaluation or award until the matter is resolved to the County of Huron's satisfaction. The County of Huron may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the County of Huron determines that it is in its best interests to do so.

d) The County reserves the right to disqualify a proposal where the County believes a conflict of interest or potential conflict of interest exists.

#### **4.3 Substantial Compliance of Proposals**

In the event that a preferred proposal does not entirely meet the requirements of the County, the County reserves the right to accept any proposal that substantially complies with the requirements of this RFP in its sole and absolute discretion but notes that any failure to complete a requirement of the RFP will likely impact upon the evaluation criteria and may result in the Proposal being deemed non-responsive.



#### **4.4 Disqualification of Proponents**

More than one proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Proponents will be sufficient for rejection of any proposals so affected.

#### **4.5 Confidentiality**

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The County will treat all proposals as confidential. The Counties will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all proposals. All Public Reports approved by the Council of the County of Huron will become public information.

Proponents acknowledge that the Counties, each being an Ontario municipality, is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c. M. 56 (“*MFIPPA*”) and as a result, some information may be required to be disclosed by the Counties as a statutory requirement. Proponents agree that notwithstanding this section 4.5 of the RFP the County shall have no obligation with respect to the disclosure of confidential information and the Proponent, by submitting a Proposal, does hereby fully and finally release the County from any liability for disclosing confidential information in the event the County discloses confidential information in accordance with a lawful statute applicable in Ontario, including *MFIPPA*, or is ordered to disclose such information by the Office of the Information and Privacy commissioner or any court or tribunal of competent jurisdiction.

#### **4.6 Proposal Assignments**

The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the County.

#### **4.7 Purchasing Policy**

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the County’s Purchasing Policies as amended from time to time.

#### **4.8 Failure to Perform**

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The County shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

#### **4.9 Award of Contract**

Subject to the County's reserved rights and privileges set out in the Request for Proposal, the recommendation by the Evaluation Committee to County Council to execute a contract in the form of Appendix "A" shall be awarded to the compliant Proponent who has the highest overall evaluation score subject to the evaluation criteria included in this RFP document.

The preference of the County is to award this proposal to one (1) Proponent; however the County reserves the right to award the recommendation to more than one Proponent. Should the County decide to award to more than one Proponent, the highest and second highest scoring Proponents will be awarded the opportunity to potentially enter into an Agreement in the form of Appendix "A" with County Council.

#### **4.10 Agreement**

A written agreement, prepared by the County shall be executed by the County and the successful Proponent. (see attached sample of agreement in Appendix A) if the terms are mutually agreeable to all Parties. There is no guarantee that County Council will enter into any Agreement.

#### **4.11 Insurance Requirements**

The municipality shall indemnify the Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman or any persons acting under the instruction of that officer for costs reasonably incurred in connection with the defense of certain procedures. In addition, for purposes of the agreement and solely for the purpose of arranging for errors and omission insurance, the Integrity Commissioner, the Closed Meeting Investigator and the Municipal Ombudsman shall be deemed to hold the status of "Statutory Officer" under the Municipal Act.

The Corporation of the County of Huron agrees to save harmless the Independent Contractor its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including legal costs) fines and actions of any kind or nature whatsoever arising out of or in connection with the provision of services and carrying out of duties as contemplated hereunder, including but not necessarily limited to any alleged breach of this agreement, any procedural defect or any breach of relevant statutory provisions.

#### **4.12 Compliance with the Accessibility for Ontario with Disabilities Act 2005**

The Proponent shall ensure that all its employees and agents receive training regarding accessibility as outlined in the Accessible Customer Service Standard (Ontario Regulation 429/07) and the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11).

The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

#### **4.13 Disqualification**

The County 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 counties, if,

- the Proponent fails to cooperate in any attempt by the Counties to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the County, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

#### **4.14 Record and Reputation**

Without limiting or restricting any other right or privilege of the County and regardless of whether or not a proposal or a Proponent otherwise satisfies the requirements of this RFP, the Counties may disqualify any proposal from any Proponent, where;

- In the opinion of the County Solicitor or the Designated Person for the County, the commercial relationship between the Corporation of the County of Huron and the Proponent has been impaired by the prior and/or current act(s) or omission(s) of each Proponent, including but not limited to:
  - a) Litigation with the County;
  - b) The failure of the Proponent to pay, in full, all outstanding accounts due to the County by the Proponent after the County has made demand for payment;
  - c) The refusal to follow reasonable directions of the County or to cure a default under a contract with the County as and when required by the County or the County's representatives;
  - d) The Proponent has previously refused to enter into an Agreement with the County after the Proponent's proposal was accepted;
  - e) The Proponent has previously refused to perform or to complete performance of contracted work with the County after the Proponent was awarded the contract;
  - f) Act(s) or omission(s) of the Proponent has resulted in a claim by the County under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on an RFP within the previous five years.
  - g) In the opinion of the Council of the County of Huron or Chief Administrative Officer, or their designate, there are reasonable grounds to believe that it would not be in the best interests of the County to enter into an Agreement with the Proponent, for reasons including but not

limited to the conviction or finding of liability of or against the Proponent or its officers or directors and any associated entities under any taxation legislation in Canada, any criminal or civil law relating to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation, the Environmental Protection Act or corresponding legislation in other jurisdictions, any law regarding occupational health or safety or the Securities Act or related legislation.

#### **4.15 Proponent's Costs**

a) The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

- the preparation, presentation and submission of its proposal;
- the Proponent's attendance at the Proponent's meeting;
- due diligence and information gathering processes;
- site visits and interviews;
- preparation of responses to questions or requests for clarification from the County;
- preparation of the Proponent's own questions during the clarification process; and,
- agreement discussions.

b) The County is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the County in the conduct of the RFP process.

#### **4.16 Legal Matters and Rights of the Counties**

a) This RFP is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to carry out the project (often referred to as "Contract B"). Neither this RFP nor the submission of a proposal by a Proponent shall create any contractual rights or obligations whatsoever on either the Proponent or the Counties.

b) The County may at its sole discretion change or discontinue this RFP process at any time whatsoever. The County may in its sole discretion enter into negotiations with any person, whether or not that person is a Proponent or a Short-Listed Proponent with respect to the work that is the subject of this RFP.

c) The Counties may at its sole discretion decline to evaluate any proposal that in the County's opinion is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

d) Without limiting the generality of the RFP, the County may at its sole discretion and at any time during the RFP process;

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, elect to accept or reject it;
- elect not to proceed with the RFP;
- alter the timetable, the RFP process or any other aspect of this RFP; and
- cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

e) In addition to and notwithstanding any other term of this RFP, the County shall not be liable for any damages resulting from any claim or cause of action, 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 County and including any claim for direct, indirect or consequential damages, including but not limited to damages for loss of profit, loss of reputation, injury to property and bodily injury that results from the Proponents' participation in the RFP process, including but not limited to;

- the disclosure of a Proponent's confidential information;
- the costs of preparation of a Proponents Proposal, whether it is accepted, disqualified or rejected;
- any delays, or any costs associated with such delays, in the RFP process;
- any errors in any information supplied by the County to the Proponents;
- the cancellation of the RFP; and
- the award of the contract to a Proponent other than the Proponent recommended by the Evaluation Committee.

#### **4.17 Human Rights, Harassment and Occupational Health and Safety**

The Proponent shall be required to comply with the Counties policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

#### **4.18 Clarification**

The County may:

- require the Proponent to clarify the contents of its proposal, including by the submission of supplementary documentation, or
- seek a Proponent's acknowledgement of the Counties interpretation of the Proponent's proposal.

The Counties are not obliged to seek clarification of any aspect of a proposal.

#### **4.19 Supplementary Information**

The County may, in its sole discretion, request any supplementary information whatsoever from a Proponent after the submission deadline including information that the Proponent could or should have submitted in its proposal prior to the submission deadline. The County is not obliged to request supplementary information from a Proponent.

## **SECTION 5.0 - FORM OF PROPOSAL**

### **5.1 DECLARATION**

I/We the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or Corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the proposal.

I/We further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/We declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the County of Huron will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation of the County of Huron's representatives, relative to this proposal.

I/We further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.

I/We further agree in submitting this proposal, we recognize the Counties may accept any proposal in whole or in part, or elect to reject all proposals.

## ***ACKNOWLEDGEMENT OF ADDENDA***

I/We have received and allowed for **ADDENDA NUMBER** \_\_\_\_\_ in preparing my/our proposal.

Insert #'s or "none"

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Company Name

---

Signature Print Name

---

**NOTE: Failure to sign this page and return with your submission will result in non-acceptance of your submission.**

# NOTICE OF NO RESPONSE

It is important to the County to receive a reply from all invited Proponents. There is no obligation to submit a proposal however, should you choose not to respond to this RFP, completion of this form will assist the Counties in determining your interest in future RFP's.

## INSTRUCTIONS

If you are unable, or do not wish to provide a proposal, please complete the following portions of this form. State your reason for not submitting a proposal by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other documents; return the completed form by email or by:

FAX prior to the closing date.

EMAIL: [kpuska@huroncounty.ca](mailto:kpuska@huroncounty.ca)

FAX NUMBER: 519-524-2044

- We do not manufacture/supply this commodity/service.
- We do not manufacture/supply to this specification.
- Unable to quote competitively.
- Cannot handle due to present work load.
- Quantity/job too large.
- Quantity/job too small.
- Cannot meet delivery/completion requirements.
- Agreements with distributors/dealers do not permit us to sell directly.
- Licensing restrictions.

Do you wish to bid on this commodity/service in the future? Yes  No

Other reasons or additional comments:

Company Name:

Contact Name:

Phone Number:

Fax Number:

Email Address:



Place this label on the front of the sealed envelope containing your proposal.

**FROM:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**DELIVER PROPOSAL TO:**

**Corporation of the County of Huron  
Huron County Court House  
1 Courthouse Square  
Goderich ON  
N7A 1M2  
Attn.: Kate Puska**

**Description: Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman**

**Closing Date: July 3, 2018**

**Late proposals will NOT be accepted**