



Request for Proposal for Services of an Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman for the Township of North Huron

Issue Date: October 28, 2024
Closing Date: November 15, 2024
Closing Time: 4:00 p.m.
Submission Formats Accepted: Paper Copies (Hand Delivered or by Courier Mail)

Township of North Huron
PO Box 90, 274 Josephine Street
Wingham, ON N0G 2W0
Attn: Carson Lamb, Director of Legislative Services/Clerk
Email: clamb@northhuron.ca

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Definitions and Interpretations

The following definitions apply to the interpretation of the Request for Proposal (RFP) documents

1. **“Addenda or Addendum”** means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.
2. **“Authorized Person”** means:
 - For a Proponent who is an individual or sole proprietor.
 - For a Proponent which is a partnership, or any authorized partner of the Proponent.
 - 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.
 - 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 ventures.
3. **“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.
4. **“Proponent”** means the legal entity submitting a proposal.
5. **“Request for Proposal (RFP)”** means the document issued by the Township in response to which Proponents are invited to submit a proposal that will result in the satisfaction of the Township’s objectives in a cost-effective manner.
6. **“Successful Proponent”** means the Proponent whose proposal has been approved by the Township.
7. **“Township”** refers to the Corporation of the Township of North Huron.

Section 1: Information to Proponents

1.1. Introduction and Background

- a) The Township of North Huron is inviting proposals for the services of an Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman for the Township of North 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, and the Municipal Conflict of Interest Act.
- 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 Procedure 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 the Township of North Huron Council in an independent manner on any decision or recommendation made or act done or omitted during the administration of the Township's and its local boards in accordance with Section 223.13(1-2) of the Act.
- e) The Township of North Huron is a lower tier amalgamated municipality located in southwestern Ontario in Huron County, comprising the wards of Blyth, East Wawanosh and Wingham. It is rectangular in shape anchored at the north end by the former Town of Wingham and at the south end by the former Village of Blyth. The Township is situated along Highway 4 and has a population of approximately 5,050.
- f) 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 (hand delivery or courier mail) to the Township of North Huron Municipal Office at PO Box 90, 274 Josephine Street, Wingham Ontario, N0G2W0.

- b) Proposals must be received no later than 4:00 p.m. on Friday, November 15, 2024. Proposals received at 4:00 p.m. as shown on the stamp by the Township of North Huron are “on time” and will be accepted. Proposals received at 4:01 p.m. or later, as shown on the stamp by the Township of North Huron will be considered late, will be rejected, and returned unopened to the respective Proponent. The clock at the Municipal Office Front Counter 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 Township of North Huron firmly affixed to the outside of the envelope or package. All envelopes or packages must have Proponent's name and address indicated and envelopes must be sealed.
- d) Proposals will not be opened until 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 Township of North Huron’s Director of Legislative Services/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 Township 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 Township 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 Township, 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 Township of any proposal, or by reason of any delay in the acceptance of any proposal.

1.3. Designated Official

- a) For the purpose of this contract, Carson Lamb, Director of Legislative Services/Clerk 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 Carson Lamb, Director of Legislative Services/Clerk by email to clamb@northhuron.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 Township employees or elected officials. Directing inquiries to individuals other than the Designated Official may result in your submission being rejected.
- d) Clarification requests 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 Township will amend the RFP documents. The Township will make every effort to issue all addenda no later than November 8, 2024.
- b) The Proponent shall not rely on any information or instructions from the Township or a Township 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 Township. Proponents may in writing seek confirmation of the number of addendums issued under this RFP in writing to Carson Lamb, Director of Legislative Services/Clerk by email to clamb@northhuron.ca.
- d) The Proponent shall acknowledge receipt of all addenda on the Form of Proposal – Declaration Form (page 22). Failure to complete the acknowledgement may result in rejection of the proposal.

1.6. RFP Schedule of Events

- a) The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Township 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 Township of North Huron.

Issue RFP Date: October 28, 2024

Last Date for Questions: November 8, 2024

RFP Close: November 15, 2024 at 4:00 p.m.

Interviews/Presentations: TBD

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

Section 2: Terms of Reference

2.1. Introduction and Purpose

- a) The Corporation of the Township of North Huron is seeking proposals from Proponents who are interested in serving the Township of North Huron as its Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman. The appointment will be for a four (4) year term beginning January 1, 2025 and ending December 31, 2028.

2.2. Scope of Work

- a) The Corporation of the Township of North Huron is seeking an Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman who will be responsible for administering the Council Code of Conduct, the Municipal Conflict of Interest Act, 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.

- b) Candidates should be excellent communicators, possess personal and professional integrity and discretion, and have familiarity with procedures and investigative principles related to conflict resolution.
- c) The role of the Integrity Commissioner will be to:
- Help ensure that members perform their functions in accordance with the Code of Conduct and other procedures, rules or policies governing their ethical behaviour, and the Municipal Conflict of Interest Act.
 - Provide advice and rulings on ethical challenges, issues, and dilemmas, upon request of Council or a member of Council.
 - Upon request, deliver a presentation(s) 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 behaviour, and the Municipal Conflict of Interest Act.
 - Function independently from Township staff and report to Council.
 - Investigate complaints and alleged breaches of the Council Code of Conduct and the Municipal Conflict of Interest Act.
 - Review the Council Code of Conduct and make recommendations for improvement.
 - 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 behaviour, the Municipal Conflict of Interest Act, as well as associated policies and by-law.
 - Serve as a proactive educator for Council, Staff, and the public with respect to ethical behaviour for Council members within the Township.
 - Provide an annual report to the Township respecting the advice, education and investigations carried out in the previous year, and developments or recommendations of significance related to the role of the Township's Integrity Commissioner.

- d) The role of the Closed Meeting Investigator will be to:
- 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 Township's Procedure By-law and to report on the results of such investigations.
 - Conduct such investigations having regard to being independent and impartial while respecting confidentiality.
 - Proceed without undue delay and with due diligence.
 - Conduct each investigation in private.
 - Hear and obtain information from such persons as the Independent Contractor thinks fits and to make such inquiries deemed necessary.
 - 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.
 - 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.
 - After making an investigation, to render his/her opinion as to whether 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 Procedure 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.
- e) The role of the Municipal Ombudsman will be to:
- Investigate and report to the Council of the Township of North Huron in an independent manner on any decision or recommendation made or act done or omitted during the administration of the Township and its local boards.

- f) Candidates must have an extensive knowledge of Provincial Statutes, particularly those related to Ontario municipalities, and can 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.
- g) The Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman will work independently, and it is expected that they shall not be involved in political campaigning, endorsements or any other related conflict of interest with respect to the Township of North Huron during or since the most recent municipal election.
- h) All reports, presentation and material produced by the Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman for this project become the property of the Township of North 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.
- i) 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

- a) The term of the contract is a four (4) year term, commencing on January 1, 2025 and ending December 31, 2028

2.4. Right to Renegotiate

- a) The Township 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 of Ontario. All changes proposed and agreed to by both parties during the term of this agreement will be incorporated into an amending agreement.

Section 3: Proposal Requirements

3.1. Proposal Submissions

- a) Proponents shall submit three (3) copies of their submission, with one copy marked as MASTER. All proposal submissions must be submitted in a sealed envelope with the submission label as provided by the Township of North 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

- a) 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.

- **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 Township of North Huron and complete contact information.

- **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).

- **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.

- **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.

- **Section 5: Client References**

Provide at least three (3) references the Township may contact. References should be from sources of similar municipal Integrity Commissioner, Closed Meeting Investigator, and Municipal Ombudsman experience relevant to the requirements of this role.

- **Section 6: Fees and Expenses**

Provide an hourly rate for the services and a list of proposed related expenses. Provide an Annual Retainer price and description of services covered under the retainer, if applicable. Fees and expenses shall not include contingencies or HST.

- **Section 7: Value Add (Public Relations)**

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

- **Section 8: Form of Proposal - Declaration**

Include a signed and completed copy of the “Form of Proposal – Declaration” (page 22).

3.3. Evaluation Process

- a) Each proposal will be evaluated on its clarity and the demonstrated understanding of the requirements of the municipal Integrity Commissioner, Closed Meeting Investigator, and Municipal Ombudsman, the services proposed and timeframes, as well as the Proponent’s experience and the anticipated benefit to Township of North Huron. A short list of proponents may be created for the purpose 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 Township of North Huron consisting of the Chief Administrative Officer, the Director of Legislative Services/Clerk, and any others as deemed necessary.
- c) Proposals will be evaluated based on 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 (weighted by percentage) 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:
 - Qualifications and Experience – Conflict Resolution and Investigation (As per the requirements of 3.2 a) – Section 2) – **40%**
 - Qualifications and Experience – General Municipal Knowledge (As per requirements of 3.2 a) – Section 3) – **20%**

- Qualifications and Experience – Knowledge of Municipal Legislation (As per the requirements of 3.2 a) – Section 4) – **15%**
 - Pricing – Costing Proposal (As per the requirements of 3.2a) – Section 6) – **15%**
 - Value Added – Public Relations (As per the requirements of 3.2a) – Section 7) – **10%**
- e) In submitting a proposal, the Proponent acknowledges the Township’s right to accept a proposal other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the Township’s decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the Township’s best interest to do so.
- f) The Township may reject all proposals and elect not to select a Successful Proponent.
- g) All qualified proposal submissions will be reviewed and evaluated. Additional clarification may be requested if necessary.
- h) 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.

3.4. Presentation and Interview

- a) Should the Township elect to request interviews of any Proponents, the Township may have, at a minimum, the two highest scoring Proponents attend an interview to present the Evaluation Committee with additional insight into the Proponent’s ability to meet the requirements as requested in the RFP.
- b) The Township reserves the right to interview more or fewer than two Proponents based on the scoring results, including not engaging any interviews whatsoever.
- c) The interviews would be conducted by the representatives of the Evaluation Committee.
- d) 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)

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

Section 4: General Conditions

4.1. Township's Right to Accept or Reject

- a) The Township of North Huron reserves the right to reject any or all Proposals, including without limitation the lowest Proposal, and to award the Contract to whomever the Township of North 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.
- b) The Township of North Huron shall not, under any circumstance, be responsible for any costs incurred by the Proponent in the preparing of its Proposal.
- c) Without limiting the generality of the foregoing, the Township of North Huron reserves the right, in its sole and absolute discretion, to accept or reject any Proposal which in the view of the Township of North 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, or which contains prices the Township of North Huron considers unbalanced.
- d) Criteria which may be used by the Township of North Huron in evaluating proposals and awarding the contract are in the Township of North 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 Township of North Huron; qualifications and experience of the Proponent and its personnel; quality of services and personnel proposed by the Proponent; ability of the Proponent to ensure continuous availability of qualified and experienced personnel; and the proposed Supervisory Staff.
- e) Should the Township of North Huron not receive any proposals satisfactory to the Township of North Huron in its sole and absolute discretion, the Township of North Huron reserves the right to re-release a Request for Proposal (RFP), or negotiate a contract for the whole or any part of the scope of the services with any one or more persons whatsoever, including one or more of the Proponents.
- f) The Township reserves the right to request clarification of information contained in a proposal.

- g) The Township 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.
- h) The Township reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the Township. This Request for Proposal should not be considered a commitment by the Township of North Huron to enter into any contract.
- i) The award to the Successful Proponent is a recommendation by the Evaluation Committee to the Township of North Huron Council. The Township reserves the right to enter into negotiations with the Successful Proponent. If these negotiations are not successfully concluded, the Township reserves the right to begin negotiations with the next selected Proponent. There is no guarantee that Township of North Huron Council will execute any Agreement.
- j) Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.
- k) In the event of any disagreement between the Township and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Chief Administrative Officer, or an individual acting in that capacity, shall make the final determination as to interpretation.
- l) No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the Township or against whom the Township 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 Township of North Huron and no officer or employee of the Township of North 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 Township of North Huron prior to the submission of a proposal. The Township of North Huron may, at its discretion, delay any evaluation or award until the matter is resolved to the Township of North Huron's satisfaction. The Township of North 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 Township of North Huron determines that it is in its best interests to do so.
- d) The Township reserves the right to disqualify a proposal where the Township believes a conflict of interest or potential conflict of interest exists.

4.3. Substantial Compliance of Proposals

- a) In the event that a preferred proposal does not entirely meet the requirements of the Township, the Township 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 and may result in the Proposal being deemed non-responsive.

4.4. Disqualification of Proponents

- a) 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

- a) The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The Township will treat all proposals as confidential. The Township 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 Township of North Huron will become public information. Notwithstanding this provision it is the intention of the Township that all fees and fee schedules be public information.
- b) Proponents acknowledge that the Township of North Huron, 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 Township as a statutory requirement. Proponents agree that notwithstanding this Section 4.5 of the RFP the Township 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 Township from any liability for disclosing confidential information in the event the Township 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

- a) 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 Township.

4.7. Purchasing of Goods, Services and Construction Policy

- a) Submissions will be solicited, received, evaluated, accepted, and processed in accordance with the Town's Procurement Policies as amended from time to time.

4.8. Failure to Perform

- a) 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 Township shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

4.9. Award of Contract and Written Agreement

- a) The preference of the Township is to award this proposal to one (1) Proponent; however, the Township reserves the right to award the recommendation to more than one Proponent.
- b) A written agreement, prepared by the Township shall be executed by the Township and the successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that Township of North Huron Council will enter into any Agreement.

4.10. Insurance Requirements

- a) 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.

- b) The Corporation of the Township of North 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.

4.11. Compliance with the Accessibility for Ontario with Disabilities Act 2005

- a) 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 its employees, volunteers, and others for which the Proponent is responsible are adequately trained.

4.12. Disqualification

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

4.13. Record and Reputation

- a) Without limiting or restricting any other right or privilege of the Township and regardless of whether or not a proposal or a Proponent otherwise satisfies the requirements of this RFP, the Township may disqualify any proposal from any Proponent, where in the opinion of the Township's Solicitor or the Designated Person for the Township, the commercial relationship between the Corporation of the Township of North 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:
 - o Litigation with the Township;

- The failure of the Proponent to pay, in full, all outstanding accounts due to the Township by the Proponent after the Township has made demand for payment;
- The refusal to follow reasonable directions of the Township or to cure a default under a contract with the Township as and when required by the Township or the Township representatives;
- The Proponent has previously refused to enter into an Agreement with the Township after the Proponent's proposal was accepted;
- The Proponent has previously refused to perform or to complete performance of contracted work with the Township after the Proponent was awarded the contract;
- Act(s) or omission(s) of the Proponent has resulted in a claim by the Township 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;
- In the opinion of the Council of the Township of North 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 Township 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.

4.14. 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;
 - due diligence and information gathering processes;
 - site visits and interviews;
 - preparation of responses to questions or requests for clarification from the Township;
 - preparation of the Proponent's own questions during the clarification process; and,
 - agreement discussions.

- b) The Township 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 Township in the conduct of the RFP process.

4.15. Legal Matters and Rights

- a) This RFP is not an offer to enter into either a bidding contract or a contract to carry out the services. 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 Township.
- b) The Township may at its sole discretion change or discontinue this RFP process at any time whatsoever. The Township may in its sole discretion enter into negotiations with any person, whether that person is a Proponent or a Short-Listed Proponent with respect to the work that is the subject of this RFP.
- c) The Township may at its sole discretion decline to evaluate any proposal that in the Township'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 Township may at its sole discretion and at any time during the RFP process:
 - o reject any or all of the Proposals;
 - o accept any Proposal;
 - o if only one Proposal is received, elect to accept or reject it;
 - o elect not to proceed with the RFP;
 - o alter the timetable, the RFP process or any other aspect of this RFP; and
 - o 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 Township 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 Township 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:
 - o 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 Township 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.

4.16. Clarification

- a) The Township may:
 - require the Proponent to clarify the contents of its proposal, including by the submission of supplementary information, or
 - seek a Proponent’s acknowledgement of the Township’s interpretation of the Proponent’s proposal.

- b) The Township is not obliged to seek clarification of any aspect of a proposal.

4.17. Supplementary Information

- a) The Township 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.

- b) The Township is not obliged to request supplementary information from a Proponent.

Section 5: 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 Township of North 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 Township of North 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 Township 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"

Company Name

Date

Signature

Print Name

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

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

From: _____

Contact: _____

DELIVER PROPOSAL TO:

**Township of North Huron
PO Box 90, 274 Josephine Street
Wingham, ON N0G 2W0
Attn: Carson Lamb, Director of Legislative Services/Clerk**

Description: RFP-ADMIN-01-2024 Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman RFP

Closing Date: November 15, 2024

Late proposals will NOT be accepted