



THE CORPORATION OF THE COUNTY OF BRANT

REQUEST FOR PROPOSALS – COR-RFP-16-01

**Services of an Integrity Commissioner to Adjudicate the Code of
Conduct for Council, Local Boards and Advisory Committees**

Closes: #####

9:00 a.m. (Local Time)

Sealed Proposals shall be submitted to the attention of:

Adam Crozier, Deputy Clerk

P.O. Box 160

26 Park Avenue

Burford, Ontario

N0E 1A0

Late Proposals shall not be accepted.

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1. Definitions

In these Instructions to Proponents:

- (a) **“Addendum” or “Addenda”** means a document or documents issued by the County as a supplement to this Request for Proposals that corrects errors, explains inconsistencies, provides clarification or responds to questions submitted by Proponents or otherwise details or updates information provided in the Request for Proposals;
- (b) **“Award”** means the appointment of the successful Proponent;
- (c) **“Code”** means the County of Brant Municipal Code of Conduct for Members of Council, Local Boards and Advisory Committees;
- (d) **“Clerk”** means the person from time to time appointed the duties of a clerk by the County in accordance with Section 228(1) of the *Municipal Act, 2001*;
- (e) **“Closing Date/Time”** means the deadline for submitting a Proposal as is specified on the cover page of the RFP;
- (f) **“Conditional Award”** means an award to the selected Proponent that is conditional upon the selected Proponent or Proponents fulfilling certain requirements, failing which the award may be withdrawn;
- (g) **“Contract”** means a contract for the performance of the Services to be executed between the County and the selected Proponent pursuant to the terms of these Instructions for Proponents;
- (h) **“County”** means **the Corporation of the County of Brant**;
- (i) **“County Contact”** means Adam Crozier, Deputy Clerk, County of Brant. Contact is only permitted by email to: adam.crozier@brant.ca;
- (j) **“General Conditions”** mean the conditions which apply to the RFP as a whole and any subsequent contract and which the Proponent must adhere to during the Request for Proposal process and during the term of any contract following an Award.
- (k) **“Instructions to Proponents”** means instructions specifically provided in the RFP for information or documentation to be incorporated as part of the RFP;
- (l) **“Irrevocable Period”** means the period of time commencing after the Closing Date/Time, during which Proponents must keep their Proposal open for acceptance by the County and during which they may not withdraw their Proposal. This period of time may be extended upon the written request of the County, subject to the written acceptance by the Proponents;

- (m) **“Mandatory Documents”** means the **FORMS** identified as Form 1 and Form 2 of the RFP, which must be completed by the Proponent and returned with their Proposal in the appropriate envelope;
- (n) **“Minimum Qualifying Points”** means the minimum number of points the Proposal must achieve to proceed to the next stage of the RFP as described in the subsection titled “Evaluation Criteria”;
- (o) **“MFIPPA”** means the Municipal Freedom of Information and Protection of Privacy Act;
- (p) **“Non-Award”** means the decision by the County to not select any of the Proposals offered;
- (q) **“Notice to Proceed”** means a letter forwarded by the County to the successful Proponent advising that the conditions of Conditional Award have been fulfilled and directing that the Services proceed;
- (r) **“Preferred Proposal”** means the Proposal or Proposals, as determined by the Committee through the evaluation process described in the RFP, providing the best overall value in meeting the County’s requirements, the Proponent of which may be recommended for Award;
- (s) **“Proponent”** means a legal entity, being a person, partnership or firm that submits a Proposal in response to this RFP;
- (t) **“Proposal”** means an offer submitted by a Proponent to the County which includes all of the terms and documentation necessary to satisfy the submission requirements of the RFP;
- (u) **“Proposal Documents”** means all Documents listed under the subsection titled “RFP Contents” and any addendum or addenda;
- (v) **“Proposed Price”** means the pricing indicated on Pricing Page for the Services required in this RFP, including any annual retainer, hourly rate, and disbursements associated with an investigation, but does not include costs for any additional or optional services which the Proponent may provide;
- (w) **“RFP”** means the Proposal Documents which forms the Request for Proposal package in its entirety, inclusive of all Schedules and Addenda that may be issued by the County;
- (x) **“Services”** means all services and deliverables to be provided by a Proponent as described in this RFP, issued amendments to the RFP or agreed to through final negotiations with the Proponent(s);
- (y) **“Scope ”** means a set of goods and services meeting the County’s requirements, as set out in this RFP;

- (z) **“Total Proposal Score”** means the total proposal points plus interview points awarded if applicable;
- (aa) **“Withdrawal of Proposal”** means a request by a Proponent to remove their submitted Proposal and Proposal Documents prior to the Closing Date/Time.

2. Introduction To Request For Proposals (RFP)

2.1 Introduction

The County of Brant (population 35,638), a single-tier municipality with city status, was formed in 1999 through the amalgamation of the former County of Brant (upper-tier) with the lower tier municipalities of the Township of Brantford, the Township of Burford, the Township of Oakland, the Township of Onondaga, the Town of Paris and the Township of South Dumfries. Despite its name, it is not a County by the standard definition, as all municipal services are handled by a single level of government. The County has service offices in Burford, Paris, Oakland, Onondaga and St. George.

It is a small, predominantly rural municipality in Southern Ontario, approximately 100 kilometres southwest of Toronto. It is bordered by the City of Brantford, Region of Waterloo, the City of Hamilton, Haldimand County, Norfolk County, and the County of Oxford. Its Council is comprised of 11 members; a Mayor, and two Councillors per ward for each of the five wards.

The County of Brant's Code of Conduct for Council, Local Boards and Advisory Committees was approved in 2013, and a main component of the Code is the adjudication of complaints by an Integrity Commissioner. The successful Proponent shall derive their authority from Sections 223.4 to 223.8 of *the Municipal Act*, as defined in the County's Code.

The Code is included as Appendix 1 to this document.

2.2 Evaluation Criteria

The County will review and evaluate all proposals submitted using the two-envelope system. The Technical Proposal is provided in Envelope #1 and all Pricing Information and Fees must be provided in Envelope #2.

The evaluation will be conducted based upon three stages.

Stage 1: Evaluation of Technical Submission (Envelope #1)

The County will review all technical proposals and assign a score out of 100 points based on the following technical evaluation criteria and weightings as follows:

Profile	20
Qualifications	40
Methodology for Investigations	40
TOTAL	100 points

If the Technical Proposal receives a score less than 70 points based upon the technical evaluation criteria, then the proposal will not be considered further and the sealed envelope containing the Pricing Information and Fees will not be opened. If the Technical Proposal receives a score of 70 points or more based upon the technical evaluation criteria, the proposal shall proceed to Stage 2.

Stage 2 – Interviews

The County shall conduct interviews for those who meet or exceed the benchmark score from Stage 1. The interview panel may include the Mayor, and the Chair of the County’s Corporate Development Committee.

In conducting the interview, there shall be no disclosure of any information derived from other proposal submissions. Proponents shall be accorded fair and equal treatment.

Invitations for interviews will be sent via email, and a one week window will be available for interview dates. The email will be addressed to the contact outlined on the Request for Proposals Submission Form unless otherwise directed in the Technical Submission. The email will include available date(s) and times and it is the responsibility of the Proponent to follow the instructions in the email to schedule the interview.

At the conclusion of the interview process, the interview panel will complete the interview evaluation based upon the following criteria:

Background	20
Experience	40
Knowledge	40
Total	100 points

At the conclusion of the Interview Stage, if a Proponent receives a score less than 70 points based upon interview scoring, then the proposal will not be considered further and the sealed envelope containing the Pricing Information and Fees will not be opened. If a Proponent receives a score of 70 points or more from the interview stage, the proposal shall proceed to Stage 3.

Stage 3 – Pricing (Envelope #2)

The County will open the Pricing Envelope #2 for all qualified proposals, which are those that have met or exceed the benchmark score after Stage 2. Each submission will be evaluated for price by calculating the **Price Per Point** formula:

1. The total price will be determined by [Annual Retainer + (Hourly Rate x Factor) + Disbursement Costs]
2. The total price will be divided by the total of scores from Stage 1 and Stage 2.

The proposal with the lowest price per point represents the greatest value and is the preferred bidder. The preferred bidder may not be the lowest bidder.

2.3 Scope of Work

The following outlines the scope of work that the Integrity Commissioner will provide on an “as needed basis” with respect to *the Code* and to conduct inquiries in accordance with Section 223.4 of *the Municipal Act*.

- The Integrity Commissioner will be directly responsible to and shall report to Council. The Clerk will be the municipal contact for the Integrity Commissioner, although formal complaints will be filed directly with the Integrity Commissioner.
- The Integrity Commissioner shall use the Complaint Protocol identified in *the Code* adopted by Council.
- The Integrity Commissioner shall have access to all municipal records and property for the purposes of such an investigation and shall exercise powers under the Public Inquiries Act to compel the attendance of witnesses and to examine them under oath.
- The Integrity Commissioner shall adhere to the confidentiality provisions of the *Municipal Act*, however shall have the authority to release the identity of the complainant to the required parties if deemed necessary in the interest of adjudicating the complaint.
- The Integrity Commissioner shall submit all investigation summaries and reports to the County Clerk to form part of the corporate record and who in turn will disseminate to Council and the Public as required in accordance with *the Municipal Act*.
- The Integrity Commissioner shall, upon completion of the investigation, determine whether a member of Council has in fact violated *the Code* and make recommendation to Council of any sanctions which may be appropriate. Council shall make the final decision on whether any penalty, as provided for in *the Municipal Act*, shall be imposed.

2.4 Qualifications

The County is seeking responses from individuals and/or companies who will designate an individual to provide Integrity Commissioner services for continuity purposes. At any time when “company” is referenced within this RFP, it shall also be interpreted to also mean an individual.

The County is seeking the following qualifications from the Provider:

- i. possess a degree from a recognized university in a relevant field of study, with an emphasis on law, ethics or public administration, or a combination of equivalent education, training and /or experience;
- ii. possess comprehensive experience in managing investigation activities, including the application of alternative dispute resolution methods;

- iii. possess extensive knowledge of relevant legislation, including the Municipal Act, 2001, as amended, and have the ability to interpret relevant Statutes, Regulations and County Policies;
- iv. possess extensive knowledge and understanding of municipal government;
- v. possess municipal law adjudication, or other relevant experience;
- vi. demonstrated a history of impartiality and neutrality;
- vii. demonstrated a history of personal and professional integrity, along with good interpersonal skills and discretion;
- viii. have the ability to provide service on a part-time, flexible and as-needed basis;
- ix. have no present or past involvement in political campaigning/endorsements of the current Council Members, or related conflicts-of-interest;
- x. possess a current and clear police record;
- xi. possess a valid driver's licence and have access to a reliable vehicle;
- xii. have no other dealings or employment with the County or financial interest in work undertaken by the County.

2.5 Term of Contract

The term of this contract is for three (3) years, with an option to renew for two additional one-year terms, and the option available to both parties to terminate with thirty (30) day written notice.

Award of the contract does not guarantee a minimum amount of work as the requirement for Integrity Commissioner services is on an as needed basis.

2.6 Payments and Disbursements

Disbursement shall be inclusive of all coping costs, faxing, open file costs, etc and shall be noted within the evaluation submission as noted within this RFP.

The County is prepared to pay an annual retainer to the Provider. This shall guarantee the County first priority when a request for Integrity Commissioner services are engaged and that in the situation of a conflict of interest, the Proponent will ensure the County's interests remain as first priority.

3 Bid Submission Requirements

The County will be utilizing a two envelope system for the submission of proposals. All technical information must be submitted in Envelope #1. All pricing and rate structures must be submitted in Envelope #2.

Failure to comply with this requirement will result in the automatic rejection of the submission.

References made to Bidders web page and/or external communication material will not be considered or evaluated.

3.1 Technical Information - Envelope #1

Bid submissions should include the following components for evaluation purposes:

Profile

- Provide a brief introduction to your company/or individual background as applicable. Include a list of your professional services offered, areas of expertise and clientele focus.
- Provide three (3) references for which you have provided a similar type of deliverable. Reference information shall include contact name, position, contact information and brief description of deliverable provided.

Qualifications

Provide an explanation and supporting documentation to demonstrate how your qualifications meet or exceed the qualification requirements as outlined within this RFP. Bidders shall include a Curriculum Vitae.

- Bidders shall clearly identify any potential or interpreted conflicts of interest. If none, indicate N/A in your submission.

Methodology

- Describe your philosophy and approach to the requirements of this position to ensure full compliance to the scope of work and deliverable expectations.
- All pricing structures shall be included in Envelope #2. In order to support the pricing structures and for evaluation purposes, bidders shall clearly indicate what is included and excluded in their rate structures for the following:
 - Annual Retainer
 - Integrity Commissioner Hourly Rate
 - Disbursements

Request for Proposals Submission Form (this is a mandatory requirement)

- The Submission Form (Form 1) **must** be completed in full, signed by an authorized representative and included with your bid submission. The original completed Form must be located in the bid submission that is marked as "ORIGINAL". The Proponent is required to acknowledge receipt of any addenda on the Form. Failure to acknowledge the addenda will result in the automatic rejection of the submission.

3.2 Price Proposal - Envelope #2:

Bid submissions shall include the following components:

Pricing

All pricing must be submitted in the Envelope #2 and shall be provided in Canadian dollars.

Submissions are to remain firm for acceptance for a period of one hundred and eighty (180) days from date of closing.

There will be no claim for increase of rates or prices submitted and accepted by the County by the issuance of a purchase order, blanket contract, agreement, etc for the term unless specifically addressed in this request.

The County will correct any mathematical errors made by the Proponent in extending unit prices prior to award.

Unless otherwise stated all pricing submitted shall be considered an upset limit.

Taxes

Taxes shall be shown as extra as applicable.

Invoice/Payment

The Provider shall invoice annually for the payment of the Annual Retainer.

Invoices shall be provided monthly as applicable for services rendered at an hourly rate and shall include at a minimum the subject or brief description of the file/matter; invoice number and date; billing period; fee summary including number of hours and the hourly rate; disbursements and applicable taxes.

Pricing Page (Form 2)

The Price Page (Form 2) must be completed in full.

3.3 Requirements at Time of Execution

Subject to an award, the successful Proponent is required to submit the following documentation in a form satisfactory to the County for execution within fifteen (15) working days after being notified to do so in writing. If the Proponent for any reason defaults or fails in any matter or thing referred to under "Requirements at Time of Execution," the County shall be at liberty to accept any other proposal or re-advertise for new proposals.

Agreement

After the necessary Council approval has been received, the County Contact will provide the Integrity Commissioner with updated schedules, requirements, etc.

The successful Bidder will be required to enter into an Agreement with the County of Brant. The Agreement will be made in triplicate with all copies sent to the successful bidder for signing. All copies of the Agreement shall to be returned to the County for signature and a completed copy will be sent to the Integrity Commissioner.

4 Instructions to Proponents

4.1 Questions

Any questions regarding the scope of work outlined in this request must be directed to:

Adam Crozier, Deputy Clerk at adam.crozier@brant.ca.

4.2 Submission Requirements

Proponents must submit 4 copies of the submission with one being marked as the "ORIGINAL" and others marked as copies. The original submission MUST contain a completed original Request for Proposal Submission Form.

All pricing information must be submitted in Envelope #2. Failure to comply with this requirement will result in the proposal being rejected and disqualified from the evaluation process.

Submissions should include an index and page numbers.

Submissions must be clearly identified as to the RFP name, number and Proponents name. Sealed submissions must be submitted to:

Adam Crozier

Deputy Clerk

26 Park Avenue

P.O. Box 160

Burford, Ontario; N0E1A0

before 9:00 a.m. on #####

The County will not accept electronic or faxed copies of the bid submission.

4.3 Bid Opening

Proposals will be opened shortly after **9:00 a.m. on #####**. Prices will only be opened if the Proponent completes stage 2 of the process, and will not be read out at the time of opening. Only the Proponents name and receipt of documents will be acknowledged.

4.4 Schedule

Date	Event
#####	RFP Released
#####	RFP Closes
#####	Interviews
#####	Appointment Considered by Council subject to Agreement between Successful Proponent and County

5 Contract Terms and Conditions

Acceptance and Award - The County of Brant reserves the right to accept or reject any proposal, in whole or in part(s) as the County of Brant deems fit, solely at County discretion, without liability on the part of the County of Brant. The lowest bid proposal will not necessarily be accepted.

The County of Brant reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form. The County of Brant reserves the right to cancel this RFP at any time, without penalty or cost to the County. This RFP should not be considered a commitment by the County to enter into any agreement. **Acceptance or rejection of proposals will be at the sole discretion of the General Manager, Corporate Services. The General Manager** reserves the right to reject the proposal of any proponent who does not furnish satisfactory evidence of sufficient qualification, to successfully execute and complete the work. Past performance of firms submitting proposals shall also be a consideration.

Assignment of Subletting - The successful Proponent shall not assign, subcontract or transfer any agreement or any part thereof without the prior written consent of the County of Brant.

Awarding the Contract - The County may award a contract on the basis of the initial offers received, without discussion. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation, as requested herein. Nothing in this RFP shall be interpreted as requiring the County to accept the lowest price proposal or to accept the proposal having the best score on any rating system used to evaluate the proposals. Any award under this RFP is subject to formal approval of the County Council.

Proponents warrant that they have the necessary corporate power and authority to execute and deliver its obligations, as proposed, which includes compliance with any and all patent, copyright and related business transaction laws of Canada and Ontario.

Upon completion of the evaluation stage, the successful Proponent will be required to enter into an agreement, approved by the County's Solicitor, that references their submissions and any agreed upon amendments and a statement that the Proponent's solution is fully compatible and functional with the County's requirements.

Conflict of Interest - Any and all potential conflicts of interest between the Proponent and County's employees must be specifically identified. This includes relationships with the Proponent and their employees, agents, subsidiaries and parent organizations.

Costs Incurred by Proponents - The County of Brant is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or presentations, if required. Furthermore, the County of Brant 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, withdrawal by the County of Brant of any proposal, or by reason of any delay in the award of the proposal.

Errors and Omissions - It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications, the County of Brant shall not be held liable for any errors or omissions in any part of this RFP. While the County of Brant has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the County of Brant, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Legal Claims - No proposal will be accepted from any person, or company, or proponent which has a claim or instituted a legal proceeding against the County or against whom the County has a claim or instituted a legal proceeding with respect to any previous contract without prior approval by Council.

Negotiations - The County reserves the right to enter into negotiations with the selected Proponent. If the County and the selected Proponent cannot negotiate a successful contract, the County may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until a contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against the County arising from negotiations.

Ownership of Documentation and Freedom of Information - The information submitted in response to this RFP will be managed in accordance with all applicable legislation governing municipal activity, including but not limited to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in the RFP. Proponents should clearly indicate in their submission which parts, if any, are exempt from disclosure under the relevant freedom of information and protection of privacy legislation.

Any submitted proposal shall immediately become the property of the County of Brant. In the course of the project or of the RFP process, the County of Brant may provide information to Proponents to allow the preparation of a response to the RFP or of the project deliverables. The County of Brant retains the ownership of and reserves all rights (including copyright and other intellectual property rights) in any document, materials or other information that they provide to the Proponents. Proponents may not use any materials provided for other purposes without the written permission of the County of Brant.

Prices and Budgets - The County of Brant has strictly defined budgets for the work within this RFP and reserves the right to change the scope of this RFP to bring the proposal price within the available budget limits. Should it be determined that the changes in the scope of the RFP are of sufficient magnitude (10% of total project), then the County of Brant may cancel the proposal call. At

their discretion, the County of Brant may commence a new process in order to complete the project within the budget available.

Qualification - Skilled and competent personnel, in accordance with standards generally accepted in the industry, shall perform proposed services in a proper and workmanlike manner.

Rejection of Proposals - The County reserves the right to reject any or all proposals submitted.

Right to Amend Requirements - The County of Brant reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP. The County of Brant also reserves the right to modify any and all requirements stated in the Request for Proposal at anytime prior to the possible awarding of an agreement.

Upon awarding the contract based on the information submitted in proposals received, the County of Brant reserves the right to work with the successful Proponent to modify any of the proposal components outlined in the RFP that are agreeable to all parties. In the event that the chosen Proponent fails to act in good faith by refusing or failing to negotiate in a timely and reasonable manner, or fails to fulfill the intent of the RFP, or to execute the negotiated agreements, the Proponent will be considered to have abandoned all rights and interest in the contract award and the award may be cancelled without penalty to the County. The award may then be made to the next highest ranked Proponent or all proposals may be rejected at the sole discretion of the County of Brant.

Scope of Work Changes - No additional fee shall be paid for a reasonable number of changes or minor additions to the work. It should be noted that no payments will be made for any other services unless written authorization is received from the County of Brant prior to the commencement of any such work.

Submission Format - Proposals shall be prepared in accordance with the format, requirements and terms and conditions set out in this RFP. Failure to do so may cause the submission to be rejected. The proposal, including any and all attachments, exhibits, and documents referred to in the proposal, may be included in the contract, as mutually agreed.

Time Open for Acceptance - Proposals shall be valid for 120 days after the closing date.

Withdrawal - The County reserves the right to withdraw, at its discretion, this proposal at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent as a result of such withdrawal.

Form 1

Request for Proposals Submission Form

Must be included in Envelope #1

RFP-##### - Services of an Integrity Commissioner to Adjudicate the Code of Conduct for Council, Local Boards and Advisory Committees

The undersigned proposes to supply a proposal according to the terms set forth in the proposal call and as set forth in this proposal.

I/We acknowledge the receipt of and have considered in our Proposal, Addendum(s) #

I/We certify that:

1. The party executing this document is authorized to sign the same.
2. The matters set forth in the Proposal are correct.
3. This Proposal is made without any connection, comparison of figures or arrangement with or knowledge of any other Association, Corporation, or Person making a Proposal for the same work.
4. The party executing this document will not have other dealings or employment with the County of Brant, or have any financial interest in work undertaken by the County.
5. This Proposal will remain open for acceptance for a period of one hundred and eighty (180) days after opening of proposals and the County of Brant may at any time within this period accept this proposal.

Proponent Name	
Address	
City	
Province	
Postal Code	
Telephone/Fax	
E-mail Address	
Name	
Signature	
Date	

Form 2 Pricing Page

Must be included in Envelope #2

I/WE the undersigned hereby offer to provide Integrity Commissioner Services for Council in accordance with the terms and conditions as outlined within this request if awarded.

Annual Retainer, excluding HST	\$	
Hourly Rate, excluding HST	\$	

Disbursement Costs: List the disbursement name and applicable cost.

	Disbursement Name	Cost
1		
2		
3		
4		
5		
6		

Signature of Proponent/Authorized Company Representative:

Date

Notes:

1. This pricing structures outlined above will be considered an upset limit.
2. The lowest cost or any proposal will not necessarily be accepted.