



**REQUEST FOR PROPOSALS**  
**INTEGRITY COMMISSIONER SERVICES**

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## **SECTION 1.0 INFORMATION FOR PROPONENTS**

### **1.1 INTRODUCTION**

The Town of Aylmer is seeking proposals from firms to act as the Integrity Commissioner (the “Consultant”) that will meet the requirements of the Municipality as outlined in this Request for Proposal (RFP).

This RFP provides guidelines for the preparation of the proposal submission and identifies the anticipated services required.

### **1.2 PROPOSAL FORMAT AND DELIVERY**

**ELECTRONIC BID SUBMISSIONS ONLY**, shall be received through the Town’s Laserfiche Submission Form, no later than **4:00 P.M. (Eastern Local Time)**, on **Thursday August 14, 2025**.

Hardcopy submissions are not permitted.

All Proponents are required to submit their bid using the designated Laserfiche form, accessible via the Town’s website [www.aylmer.ca](http://www.aylmer.ca). The RFP Document, including any addenda, will be made available for download on the same website. It is the responsibility of the Proponent to monitor the Town’s website for any addenda issued and ensure they are acknowledged within the submission.

Proponents are cautioned that the timing of their Proposal Submission is based on when the completed form is RECEIVED by the Town’s Laserfiche system, not when a Proposal is submitted by a Proponent, as transmission delays may occur due to file size, internet connection speed, or other factors.

For this reason, the Town recommends that Proponents allow sufficient time to upload their Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Laserfiche system.

Upon successful submission, Proponents will receive a confirmation email from Laserfiche. If the Proponent does not receive confirmation, they should contact the Town prior to the submission deadline.

Late Bids shall not be accepted.

Conditions relating to the proposal process as prescribed in the RFP Documents must be complied with. **The lowest or any Tender may not necessarily be accepted.**

### **1.3 DESIGNATED OFFICIAL**

For the purpose of this contract, Owen Jaggard, 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 prospective proponents, considering extensions of time, reviewing proposals received, ruling on those not completing requirements and coordinating the evaluation of the responses.

### **1.4 QUESTIONS / INQUIRIES**

All inquiries regarding this RFP shall be directed by email to:

Owen Jaggard, [clerks@town.aylmer.on.ca](mailto:clerks@town.aylmer.on.ca)

The deadline for submitting questions is noted in the RFP Schedule (Section 1.6).

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Town, other than the Town’s Designated Official, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

### **1.5 ADDENDA**

The Town may, at its discretion, amend or supplement the RFP Documents by addendum at any time prior to the closing date. Changes to the RFP Documents shall be made by addendum only. Such changes made by addendum shall be supplementary to and form an integral part of the RFP Documents and shall be allowed for in arriving at the total cost. The Town will make every effort to issue all addenda no later than three (3) days prior to the closing date.

It is the sole responsibility of the proponent to have received all addenda that are issued. Proponents should check online at [www.aylmer.ca/bidding-opportunities](http://www.aylmer.ca/bidding-opportunities) prior to submitting their proposal and up until the RFP closing time and date in the event additional addenda are issued.

The proponent is solely responsible to:

- i) make any required adjustments to their proposal; and
- ii) acknowledge the addenda; and

- iii) Ensure the re-submitted proposal is RECEIVED by the Laserfiche system no later than the stated RFP closing time and date.

The proponent shall not rely on any information or instructions from the Town or a Town representative except the RFP Documents and any addenda issued pursuant to this section.

## **1.6 RFP SCHEDULE**

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town reserves the right to modify or alter any or all dates at its sole discretion by notifying all proponents by email.

Issue RFP:	July 7, 2025
Last Date for Questions:	August 7, 2025 @ 4:00 p.m.
RFP Close:	August 14, 2025 @ 4:00 p.m.
Interviews/Presentations:	August 27 or 28*
Award of Contract:	September 17, 2025*
Contract Start:	September 30, 2025
Contract End:	September 30, 2027

*\*If required, and dates noted above are an approximation only and are subject to change.*

## **1.7 PROPONENT COMMUNICATIONS**

Each proponent is solely responsible to ensure that all contact information for the proponent is accurate and updated at all times during the RFP process. Proponents may update or revise their contact information by emailing the Town's Designated Official. All correspondence from the Town to a proponent will be issued through email.

## **1.8 PROPONENT INVESTIGATIONS**

Each proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the proponent to satisfy itself as to all existing conditions affecting the proposal for this RFP. The proponents' obligations set out in this RFP apply irrespective of any background information provided by the Town or information contained in the RFP documents or in responses to questions.

The Town does not represent or warrant the accuracy or completeness of any information set out in the RFP documents or made available to proponents. The proponents shall make such independent assessments as they consider necessary to verify and confirm the accuracy and

completeness of all such information as any use of or reliance by proponents and any and all such information shall be at the proponent's sole risk and without resource against the Town.

#### **1.9 NOTICE OF NO RESPONSE**

If you are unable, or do not wish to provide a proposal, please notify the Town by email. It is important to the Town to receive a reply from all proponents.

#### **1.10 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT**

The Town makes no guarantee of the value or volume of work to be assigned to the successful proponent. Any agreement executed with the successful proponent will not be an exclusive contract. The Town may contract with others for the same or similar services to those described in this RFP or may obtain the same or similar services internally.

## **SECTION 2.0 – TERMS OF REFERENCE**

### **2.1 INTRODUCTION**

The Town of Aylmer is located in Southwestern Ontario, Canada within Elgin County. The Town has a population of approximately 7,800.

The Town is issuing this RFP to solicit submissions from qualified candidates for the position of Integrity Commissioner. This role is crucial in maintaining the highest standards of ethical conduct within our municipal government. The Integrity Commissioner will be responsible for overseeing the application of the Town's Code of Conduct, providing advice to Council and local board members, and investigating complaints regarding ethical breaches.

The Town is seeking a professional with a strong background in law, ethics, or public administration, who has demonstrated experience in similar roles. The ideal candidate will possess excellent analytical skills, a deep understanding of municipal governance, and a commitment to transparency and accountability.

### **2.2 SCOPE**

The Integrity Commissioner is an independent and impartial position that reports directly to Aylmer Town Council whose powers and duties are set out in the Municipal Act, 2001, as amended.

The role of the **Integrity Commissioner** will be to perform the duties and have the powers provided for in the Act, including but not limited to the following:

- a) Advisory: upon proper request, provide written and/or verbal advice to individual members of Council respecting the application of the Code of Conduct and/or any other procedures, rules, and policies relating to and reflecting upon their ethical behaviour; and furthermore and when appropriate, providing the full Council with specific and general opinions and advice respecting compliance by elected officials in respect of the provisions of governing statutes the Code of Conduct and any other applicable procedures, rules, and policies.
- b) Compliance: Investigation/Determinations: upon proper request from a member of Council or local board, municipal administration or one or more members of the public, to conduct an inquiry and make a determination as to any alleged contravention of the Code of Conduct or applicable procedures, rules, and policies by a member of Council or local board and thereafter, to report the details and results of such inquiry to municipal Council.



- c) Educational: provide the Chief Administrative Officer or as directed with an annual report of activities during the previous calendar year as Integrity Commissioner, including but not limited to advice given to Council or individual members of Council and a summary of inquiry results and determinations; furthermore, provide outreach programs to members of Council and local boards and relevant staff on legislation, protocols, and office procedures emphasizing the importance of compliance with a Code of Conduct for public confidence in Municipal Government.

Notwithstanding that set forth above, the parties acknowledge and agree that the function of the Integrity Commissioner is to provide advice and opinion to Council and members thereof, to provide independent compliant prevention, investigation, adjudication, and resolution to members of Council and the public, and education respecting adherence with the Code of Conduct for members of Council and other procedures, rules, and policies governing ethical behaviour.

The Integrity Commissioner is primarily responsible for ensuring the codes of behaviour and ethics governing elected public officials are objectively communicated and applied. The Integrity Commissioner is also responsible for investigating formal complaints that a member subject to the code of conduct is in breach of the code. This is a critical role in maintaining public confidence in local government.

The Integrity Commissioner would, upon request, provide advice and training on the Code of Conduct and other applicable policies and statutes regarding the conduct of Councillors (including the Municipal Conflict of Interest Act), conduct investigations to determine whether Councillors have violated the Code of Conduct and inform members of Council and staff by publishing an annual report.

Candidates must have 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 Council.

The Integrity Commissioner 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 municipalities.

All reports, presentations and materials produced by the Integrity Commissioner for this project become the property of the municipality. 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.

### **2.3 MANDATORY REQUIREMENTS**

The following are mandatory requirements:

- a) The proposed Integrity Commissioner does not have a criminal record.
- b) The proposed Integrity Commissioner does not have any current financial interest in matters related to the Municipality.
- c) The proposed Integrity Commissioner has not acted for or against any present Member of Council or local board or the Town of Aylmer in any capacity, save and except for the provision of Integrity Commissioner services to the Town of Aylmer.
- d) The proposed Integrity Commissioner is not an eligible elector in the Town of Aylmer as defined in the Municipal Elections Act, 1996, S.O. 1996, c. 32.
- e) The proposed Integrity Commissioner does not have any involvement in political campaigning/endorsements or related issues with respect to current Members of Council or local boards or candidates running for office in any municipal election in the Town of Aylmer.
- f) The proposed Integrity Commissioner is not an immediate relative or spouse of any present Member of Council or local board.

### **2.4 MINIMUM REQUIREMENTS**

The minimum requirements for providing the services to the Town are as follows:

- a) The Integrity Commissioner shall have a minimum of **five (5) years experience** providing Integrity Commissioner services for municipalities in Ontario.
- b) The Integrity Commissioner shall have expertise and relevant and direct experience in each of the following six (6) discipline areas:
  - a. Advanced mediation skills
  - b. Excellent oral and written communication skills
  - c. Conducting investigations
  - d. Adjudicative experience
  - e. Background in law or judiciary experience or extensive legal and judiciary knowledge is an asset; and
  - f. Knowledge in municipal government and municipal law, including conflict of interest legislation
- c) The Integrity Commissioner shall provide a **minimum of two (2)** relevant examples of awarded contracts for Integrity Commissioner Services for Council and local boards.

## **2.5 TERM OF CONTRACT**

The term of this contract will be September 30, 2025 to September 30, 2027, with optional annual renewal.

## **2.6 COMMUNICATIONS/SUBSTITUTIONS/FLEXIBILITY**

The Integrity Commissioner must be an excellent communicator, possess both personal and professional integrity and discretion, and have familiarity with investigative procedures and the legal principles involved, particularly as they relate to evidence, legal interpretation and natural justice. Candidates must also have extensive knowledge and appreciation of municipal government and the ability to interpret the provisions of various statutes, regulations, policies and other enabling frameworks.

The assigned Integrity Commissioner will be appointed by by-law as the Integrity Commissioner.

Services will be required on a flexible and as needed basis, which may require work to be conducted outside regular office hours. This work will include but not be limited to attendance at meetings and responding to phone calls, and email enquiries.

## **2.7 REPORTING SCHEDULE**

The Integrity Commissioner shall provide Council and the Chief Administrative officer or as directed with an annual public report of activities during the previous calendar year as Integrity Commissioner including but not limited to advice given to Council and local boards or individual members of Council and local boards and a summary of inquiry results and determinations.

## **2.8 CODE OF CONDUCT**

The Town's current code of conduct is available on the Town's website by accessing the following link:

<https://aylmer.ca/wp-content/uploads/2024/09/By-Law-42-24-Being-a-By-Law-to-Establish-a-Code-of-Conduct-for-Members-of-Council-.pdf>

## **SECTION 3.0 – PROPOSAL REQUIREMENTS**

### **3.1 PROPOSAL SUBMISSION**

**ELECTRONIC PROPOSAL SUBMISSIONS ONLY**, shall be received through the Laserfiche form.

Hardcopy submissions are not permitted.

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

### **3.2 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS**

The Technical Proposal shall consist of a single compiled PDF.

The PDF will include the following components:

- (Optional) Title Page. Does not count toward page limit.
- (Optional) Index Page. Does not count toward page limit.
- Main text. The main text of the proposal (in accordance with section 3.2.1 through 3.2.6, inclusive) shall not exceed ten (10) pages in length (letter size paper, 25 mm borders, 12-point font size and single line space, single column style), and should at minimum include the following:

#### **3.2.1 OVERVIEW/INTRODUCTION**

- Proponents shall provide a narrative demonstrating their understanding of the full scope of services, reasons why the proponent is interested in taking on this project and its familiarity with the Town of Aylmer

#### **3.2.2 PROPONENT PROFILE**

- Proponents shall have the personnel, organizational, cultural, and financial resources to ensure their ongoing ability to deliver and support the proposed project within the stated time period of the contract. In order to evaluate the proponent as a viable and sound enterprise, include the following information:
  - Year established
  - Number of years in business
  - Legal structure of proponent (individual or firm): Corporate/Sole Proprietor/Partnership/Other
  - Names and Titles of Officers, Partners, Principal
  - Total number of employees
  - Identify all major clients

- Include a statement that describes the degree to which the scope of work of this RFP represents the core work of the individual or firm. Include evidence that the individual or firm has the infrastructure, suitability, and resources to fulfill the Town's requirements and expectations of this RFP. Include project portfolio and experience of previous work indicating the competence and track record of the individual or firm in the marketplace with regard to services required by the Town. Include key aspects that distinguish you (individual or firm) from others in the marketplace
- Provide an overview of the individual or firm's history and experience as it relates to familiarity with the *Municipal Act, 2001*, *Public Inquiries Act, 2009*, S.O. 2009, c. 33, Sched. 6, MClA, and ethical standards and policies governing municipal councils;
- Provide an overview of the individual or firm's experience with respect to privacy and confidentiality issues that arise under the *Municipal Act, 2001*, *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, MClA, and other related legislation;
- Describe value added services (i.e. training materials, online tutorials, etc.) available to the Municipality and participating municipalities at no additional cost (free issue);
- Include a written explanation of any possible conflicts of interest regarding other work or other client relationships, currently undertaken or anticipated with the Municipality; and
- Include a written explanation of how the outcome of the Work will not provide special advantage to any private clients of the Proponent's team, including any sub-consultants.

### **3.2.3 EXPERIENCE AND QUALIFICATIONS OF THE FIRM**

- Describe the Proponent's experience and knowledge with this RFP's scope of work related to the provision of Integrity Commissioner Services for Council and local boards within the last five (5) years within a municipality (comparable in size to the Town of Aylmer). Proponents are required to provide a minimum of two (2) relevant examples of awarded contracts for Integrity Commissioner Services for Council and local boards, within the public sector environment, within a municipality.
- NOTE: Proponents (individual or firm) may provide more than one example per each area. Proponents (individual or firm) shall include their familiarity with the public sector environment (and more specifically with municipal sector) as it relates to Integrity Commissioner Services with demonstrated knowledge, expertise and relevant and direct experience in each of the following six (6) discipline areas:
  1. Advanced mediation skills;

2. Excellent oral and written communication skills;
3. Conducting investigations;
4. Adjudicative experience;
5. Background in law or judiciary experience; and,
6. Knowledge of municipal government and municipal law, including conflict of interest legislation

### **3.2.4 KEY PERSONNEL**

- Clearly identify the named Key Personnel which will be assigned to this account and their roles and responsibilities.
  - **Proposed Integrity Commissioner(s):** Identify who will be assigned as the Integrity Commissioner responsible for providing and managing the Work identified with this RFP. Identify their credentials, qualifications, achievements; roles/responsibilities in past similar projects, including years of direct and relevant experience with providing Integrity Commissioner Services for Council and local boards. Provide requested information in both a **resume format**; and include a **Biography** (of each Named Key Personnel).

**NOTE:** The Town requires that the proposed Integrity Commissioner(s) have direct and relevant experience with a **minimum of two (2)** relevant examples of similar Work for Integrity Commissioner Services, **provided** within a municipality (comparable in size to the Town of Aylmer within the **last five (5) years**.

### **3.2.5 PROGRAM DELIVERY AND PERFORMANCE MEASURES**

- Describe details for each service requirement below:
  - Building upon the complaint investigation process required, describe timeline expectations for completing investigations;
  - Describe the process and timeline for providing responses to requests for advice from Members of Council and local boards and how requests for advice on similar issues will be addressed;
  - Provide a statement describing the process and timeline for responding to requests from the public;
  - Describe the approach taken to establish a relationship with Council through the required introductory meeting, training, and annual reporting;
  - Provide a statement of the approach for maintaining confidentiality and privacy throughout the investigation process as well as all other aspects of the responsibilities as Integrity Commissioner;
  - Based on the services outlined in the Scope of Work, provide a detailed work plan, including timing, of how you intend to initiate the work as Integrity Commissioner as well as an outline of activities the Integrity Commissioner

- would expect to undertake on an annual basis;
- Identify any requirements or expectations the Proponent would have of the Municipality and participating municipalities in assisting with the duties of the Integrity Commissioner.

### **3.2.6 REFERENCES**

- Select a **minimum two (2)** of the submitted projects identified as references. The references cited must be willing to discuss all the services that were (or are being) provided, and their experience with the service and staff provided within a municipal context, with demonstrated knowledge, expertise and relevant and direct experience in each of the discipline areas.

The Integrity Commissioner assigned will not be substituted unless extenuating circumstances arise and the Town of Aylmer's CAO approves the staff change request in consideration of the replacement Integrity Commissioner's relevant experience, demonstrated abilities, and charge-out rate.

### **3.3 FINANCIAL PROPOSAL – PROFESSIONAL FEES (UPLOAD #2)**

Proponents are requested to provide a financial proposal that includes all professional fees and disbursements required for providing Integrity Commissioner services.

Computer and office charges are considered part of the overhead and shall not be invoiced as disbursements other than in exceptional circumstances. Photocopying, courier, mileage and similar charges shall be invoiced as disbursements and not as overhead or per labour hour.

The Financial Proposal shall be submitted separately online through the Town of Aylmer's Laserfiche form as **Upload #2**. The Financial Proposal is not included within the page limit for the Proposal.

### **3.4 EVALUATION PROCESS**

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 the Town of Aylmer and the participating municipalities. 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.

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.

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.

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 Town reserves the right to evaluate and rank each submission using criterion noted. Actual scores will be confidential.

The Town reserves the right to request confidential references for any of the proponent's projects listed, as well as any of the proponent's other projects, and factor the ratings from all references, whether completed or in progress.

### **3.5 EVALUATION CRITERIA**

<b>Evaluation Criteria</b>	<b>Maximum Weight Points</b>
<b>PHASE 1 – TECHNICAL PROPOSAL</b>	<b>65 POINTS</b>
1. Project Understanding	10 points
2. Program Delivery and Performance Measures	20 points
3. Experience and Qualifications of the Firm including Proponent Profile	15 points
4. Key Personnel Qualifications and Experience within municipal government including practices, procedures, methods and mandates found within municipal government.	20 points
<b>PHASE 2 – FINANCIAL PROPOSAL</b>	<b>35 POINTS</b>
5. Fees / Pricing / Total Overall Cost	35 points
<b>TOTAL CUMULATIVE POINTS</b>	<b>100 POINTS</b>

### **3.6 EVALUATION CRITERIA RATING/SCORING**

Evaluation Rating Criteria – Technical



In each Technical Evaluation category, the Municipality will assign a score from 0-10 based on the following guideline:

10	Outstanding	Proposal exceeds the requirements of the criteria in a superlative manner.
9	Excellent	Exceeds the requirements of the criteria in ways that are beneficial.
8	Very Good	Somewhat exceeds the requirements of the criteria.
7	Good	Meets all requirements of the criteria.
6	Satisfactory	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
1-5	Unacceptable	Very poor to unsatisfactory.
0	No response	Did not submit information.

Partial marks may be assigned. For example, a Proponent might receive 8.5/10 marks in a given category.

Subsequent to assignment of the above mark, the Proponent's weighted score in the given criteria will be determined. For example, if a Proponent scores 7.5/10 points on Project Individual or Firm Experience, their weighted score would be  $20 * (7.5/10) = 15$  points.

#### Evaluation Rating Criteria – Financial

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

$$\text{Proponent's Price Score} = \frac{\text{Lowest Price Submitted}}{\text{Proponent's Price}} \times \text{Maximum Points}$$

For example, if the lowest price submitted is 90% of the price submitted by the proponent, the proponent's price score will be  $0.9 \times 35 = 22.5$  points.

It should be emphasized that pricing/cost is only one of the factors being considered in determining the successful Proponent. In submitting a proposal, the Proponent acknowledges the Town'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 Town's decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the Town's best interest to do so. All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.

Only the proposal response and Curricula Vitae requested will be evaluated. Proponents must include all relevant information in the required page limit restriction identified in section 3.

### **3.7 PRESENTATION AND INTERVIEW (OPTIONAL)**

The Town may have the three 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 Town reserves the right to interview more or fewer than three proponents based on the scoring results. Note, if the Town elects to interview short listed proponents, the proposed Project Manager is required to attend.

The interviews would be conducted virtually by the representatives of the Evaluation Committee. Senior staff members to be assigned to this project must attend the interview.

Presentations shall follow this general format:

Introduction of Proponents Project Team (5 minutes)

Proponent Presentation of the Proposal (30 minutes)

Q&A Session (15 minutes)

The proponents will be notified of the final format and exact date and time for interviews / presentations in advance. For the interview portion of the evaluation (if required), the Town will be using the rating criteria shown below and will evaluate each short- listed proponent only.

Interview Criteria and Weighting (Second Stage if required):

<b>Criteria Category</b>	<b>Weighted Points</b>
Presentation	25

The score from the proposal evaluations and the Interview will be combined to determine an overall score as follows:

$$\text{Proponent's Final Score} = \frac{\text{Proponent's Interview Score}}{\text{Highest Interview Score}} \times \text{Proponent's Initial Score}$$

## **SECTION 4.0 – GENERAL CONDITIONS**

### **4.1 CONSULTING SERVICES AGREEMENT**

Prior to commencing work on the project, the successful Consultant will enter into an agreement for Professional Consulting Services based on the Town's Request for Proposal, any addenda to the Request for Proposal, and the Consultant's Technical and Financial Proposal t, and any other information obtained during the Consultant selection process. The sample form of agreement is attached as Appendix A.

The Town will not negotiate or amend the Terms and Conditions of the Agreement for Professional Consulting Services, and any terms and conditions proposed by a proponent in this regard will not be binding on the Town of Aylmer.

### **4.2 CONTRACT DOCUMENTS AND ORDER OF PREFERENCE**

The contract document shall consist of:

- An executed Professional Consulting Services Agreement/Purchase Order;
- Addenda to the Request for Proposal;
- The Request for Proposal, including its Terms and Conditions, Instructions to Proponents, Information Package, and Terms of Reference; and
- The Consultant's Technical and Financial Proposal and any subsequent negotiated changes.

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The Technical and Financial Proposal shall become an integral part of the contract. It shall not, however, be considered the total binding obligation for the contract. Any and all Technical and Financial Proposal conditions may be included at the discretion of the Town as part of the final negotiated and approved contract.

### **4.3 AODA COMPLIANT DELIVERABLES**

The Consultant must ensure that any information, products, deliverables and/or communication (including future updates) produced as part of this Agreement conform with the World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA accessibility standards and are provided to the Town in an accessible Word, Excel, PowerPoint, PDF or other electronic format.

The Consultant, if providing goods, services or facilities to the public on behalf of the Town, must also comply with the Accessibility for Ontarians with Disabilities Act, 2005, in particular the Integrated Accessibility Standards, and any successor legislation and regulations thereto ("AODA"), in providing such goods, services or facilities and provide all documentation and other information to the Town upon written request as necessary to verify compliance. This obligation includes training staff, providing accessible customer service and providing accessible electronic documents, websites and communication products, as applicable, pursuant to the AODA.

The Consultant, if designing any building, structure or other premises for the Town, must comply with any accessibility design standards of the AODA and the Town, as applicable.

#### **4.4 ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS**

Third party Contractors who deal with the public or other third parties on behalf of the Town, as well as contractors who participate in developing Town policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must comply with the Accessibility for Ontarians With Disabilities Act, 2005 ("AODA"), in particular the Accessibility Standards for Customer Service, O. Reg. 429/07 as well as the Integrated Accessibility Standards, O. Reg. 191/11.

In accordance with the requirements of section 6 of the Accessibility Standards for Customer Service and section 7 of the Integrated Accessibility Standard, contractors shall ensure that all of their employees, agents, volunteers or others for whom they are responsible receive training about the provision of goods and services provided to people with disabilities. The training should include a review of the purposes of the AODA and the requirements of the Customer Service Regulation, as well as instruction regarding all matters set out in section 6 of the Customer Service Regulation, the requirements of the accessibility standards referred to in the Integrated Regulation and on the Human Rights Code as it pertains to persons with disabilities.

Third party contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records.

#### **4.5 CLAIMS OR LITIGATION**

The Town will not open and consider proposals received from parties with whom the Town is in litigation or pending litigation unless approval allowing such is obtained by the Proponent from the Council of the town of Aylmer prior to the close of the RFP.

Proposals which are unopened pursuant to this policy may be deleted from consideration without being opened. No contract in regard to the RFP process will be created as between the Proponent and the Town.

The terms “litigation” and “pending litigation” are defined in the Town’s Purchasing By-law.

In order to obtain approval from Council of the Town of Aylmer to open and consider a proposal, the Proponent, before the close of the RFP, must contact the Municipal Clerk in writing at least one (1) week before the next regularly scheduled Council meeting, setting out the Proponent’s request and any grounds to support the request. The Proponent’s request will then be presented to Council for its consideration.

The Town of Aylmer Clerk and the CAO may be contacted at:

46 Talbot Street West

Aylmer, ON N5H 1J7

clerks@town.aylmer.on.ca

#### **4.6 PROPOSAL ACCEPTANCE**

- The Town reserves the right to reject any or all Proposal Submissions, including without limitation the lowest price Bid Submission, and to award the contract to whomever the Town in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary nor anything contained in the bid and this Request for Proposal;
- Proponents will not be compensated for this submission and the Town shall not, under any circumstances, be responsible for any costs incurred by the Proponent in the preparation of the proposal submission;
- Without limiting the generality of the foregoing, the Town reserves the right, in its sole and absolute discretion, to accept or reject any submission which in the view of the Town is incomplete, obscure, or irregular; uncertain, which has erasures or corrections in the documents, which contains exceptions, variations or qualifications; which omits one or more prices; which the Town’s Project Team deems will not be able to provide the level of effort required to properly complete the work for the successful completion of the project; or which otherwise fails to comply with the requirements herein;
- The Town in its sole and absolute discretion, reserves the right at any time to re-issue or cancel the Request for Proposal, 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 Proponents;
- The Town reserves the right to communicate with one or more Proponents following the RFP close to clarify elements of the proposal;
- Should the Town consider non-compliance with the formal requirements of the Request for Proposal to be minor in nature, it reserves the right to waive such requirements at its sole discretion;
- Proponents who have submitted proposals that have been disqualified by the Town because of informalities will be notified;

- This Request for Proposal is irrevocable and open to acceptance by the Town up to and including, but not after ninety (90) calendar days after the RFP closing.

#### **4.7 RECTIFICATION PROCESS**

Notwithstanding any other term and condition in this document, upon the Request for Proposal closing date and receipt of the Submissions and following the procedures as set out in this document, there will be a “rectification” period of two (2) business days in which the Proponents will have the opportunity to rectify any deficiencies in failing to provide a fully completed set of requirements.

If the Submission does not include a fully completed set of requirements as set out in this document, the Town, at its discretion, may provide the Proponent an opportunity to rectify the deficiencies within two (2) business days by 2:00:59 p.m. EST. Proponents must submit the information via email to the Designated Official by the required day and time as noted in the Rectification Notice, which will be issued by email by the Designated Official to the Proponent Contact in their Submission. This timeline is considered mandatory and no extensions will be provided.

The Proponent must ensure that any contact information is current and up to date.

Proponents which do not comply and fail to provide the required information within the rectification period will be disqualified and excluded from further consideration.

#### **4.8 COST CONTROL**

The Consultant is required to maintain effective project cost control when providing services to the Town. Project cost control means the monitoring and control of fees and other costs throughout the duration of the project. The Consultant shall provide timely notice for recommended scope changes to the Town’s Designated Official to ensure that action can be taken to mitigate costs and/or whether additional funding can be obtained for the project.

Timely notice is defined as a reasonable period to permit additional funding to be obtained (including at least ninety (90) days to prepare reports for Council and local boards, as necessary) PRIOR to the expected expenditure of additional fees or costs. Where the Consultant does not exercise proper cost control and has incurred additional costs, the Town is not obligated to honour such payment for additional services.

#### **4.9 ERRORS AND OMISSIONS**

It is understood, acknowledged, and agreed that while this Request for Proposal includes specific requirements and specifications, the Town shall not be held liable for any errors or omissions in any part of this RFP.

While the Town has used considerable effort to ensure an accurate representation of information in this document, the information contained within is supplied solely as a guideline for respondents. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this document is intended to relieve the respondents from forming their own opinions and conclusions with respect to the matters addressed in it.

#### **4.10 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The Consultant acknowledges that any Technical and Financial Proposal (The “Bid Submission”) submitted shall become a record belonging to the Town and, therefore, are subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial law gives individuals, businesses and other organizations a legal right to request records held by the Town, subject to specific limitations. The Consultant should be aware that it is possible that any records provided to the Town, including but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the Bid Submission or suppliers could be requested under this law.

If the Consultant believes that all or part of the Bid Submission should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the Bid Submission from release, but it will assist the Town in making a determination on release, if a request is made.

#### **4.11 TOWN NOT EMPLOYER**

The Consultant agrees that the Town is not to be deemed the employer of the Consultant nor its personnel under any circumstances whatsoever.

#### **4.12 INSURANCE**

The Consultant shall ensure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the Town:

- a) General Liability Insurance: The Consultant shall maintain liability insurance acceptable to the Town throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all coverage endorsements available, in an amount of not less than \$5,000,000 per occurrence. Such insurance shall name the Town of Aylmer, and any other person or party identified in the

contract documents, as an additional insured with a cross liability endorsement and severability of interests provision. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit.

- b) Automobile Liability Insurance: The Consultant shall maintain automobile liability insurance on all Owned and Leased Automobiles to a limit of \$2,000,000 throughout the term of this Agreement.
- c) Professional Liability Insurance: The Consultant shall take out and keep in force until three (3) years after this Agreement is no longer in effect, Professional Liability insurance in the amount of not less than \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit.
- d) Provisions: All Insurers must be licensed in Ontario. The Consultant shall forward Certificates of Insurance. These Certificates shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the Town of Aylmer.

It is also understood and agreed that in the event of a claim any deductible or self- insured retention (SIR) under this policy of insurance shall be the sole responsibility of the Consultant and that this coverage shall preclude subrogation claims against the Town and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the Town shall be considered excess of the Consultant's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Consultant's obligation to fully indemnify the Town under this Agreement.

The Town may, without breaching this Agreement, retain from the funds owing to the Consultant an amount that, as between the Town and the Consultant, is equal to the balance in the Town's favour of all outstanding debts, claims or damages, whether or not related to this Agreement.

The Town reserves the right to modify the insurance requirements as deemed suitable.

#### **4.13 THIRD PARTY CLAIMS PROCESS**

The Town's claims process for Third Party claims is to refer the claimant directly to the Consultant and to leave the resolution of the claim with the Consultant. This applies regardless of whether or not it is an insured loss.

The Town has a responsibility to the taxpayers, and as such ensure that claimants are dealt with in a fair and efficient manner. Claims reported to the Consultant, either directly by a third party or through the Town shall be promptly investigated by the Consultant. The Consultant shall make



contact with the third party claimant within 48 hours of receipt of notice of a claim. The Consultant shall initiate an investigation of the claim immediately upon notice, and advise the third party claimant in writing, with a copy to the Town of Aylmer, of the status of their claim within 21 calendar days of the notice.

Upon resolution of the claim, the Consultant shall issue a letter to the claimant, with a copy to the Town, which will include the reasons for their position.

Should this position not resolve the claim and be accepted by the third party claimant, the Consultant shall immediately report the claim to its Insurer for a further review. (Insurer for this purpose is defined as either the Claims Department of the Consultant's Insurance Company or the Claim's Administrator at the Consultant's Insurance Broker.) The Consultant's Insurer upon receipt of this claim shall advise the third party claimant by letter, with a copy to the Town, that they are now investigating the claim. When a final position on the claim has been determined, the Consultant's Insurer shall advise the third party claimant by letter, with a copy to the Town. Failure to follow this procedure shall permit the Town to investigate and resolve any such claims.

#### **4.14 INDEMNIFICATION**

The Consultant, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, indemnify and hold harmless the Town, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Consultant, its agents, employees and sub-consultants on behalf of the Town, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Consultant, its agents, employees or sub-consultants.

This indemnity shall survive any termination of this Agreement and shall continue in full force and effect for the benefit of the Town.

#### **4.15 NEGOTIATIONS**

The Town reserves the right, in its sole and absolute discretion, to accept or reject any Proposal, to request new submissions, to cancel the assignment, or to negotiate a contract for the whole or any part of the assignment with any one or more Consultants whatsoever.

#### **4.16 CONTRACTOR/CONSULTANT PERFORMANCE EVALUATION**

The Town, at any time during and/or after the completion of the Consultant Services Agreement ("Agreement"), may conduct a formal evaluation of the Consultant's performance using a performance evaluation form as established by the Town. The results of the formal performance evaluation shall be provided to the Consultant.

If the Consultant obtains a score of less than 75% on one performance evaluation on one Agreement then the Town shall place the Consultant on probation for a period of two years from the date that the Town gives the Consultant notice of the probation. If a Consultant receives a score of less than 75% on a performance evaluation for an Agreement during a probation period then the Town shall suspend the Consultant for a period of two years from the date that the Town gives the Consultant notice of the suspension and the Town shall not open and consider any Bid Submission or otherwise acquire any goods or services from the Consultant. At the conclusion of the suspension period, the Town may open and consider Letters of Interest/Detailed Work Plans from the Consultant, and otherwise acquire any goods or services from the Consultant, but the Consultant will be on probation for a one year period commencing on the date that the suspension concludes.

The Consultant may, within 15 days of receipt of a performance evaluation, write to and request that the Town reviews the performance evaluation in relation to the grounds as set out in the Consultant's written request. Upon receipt of a written request, the Town shall review the performance evaluation based on the grounds set out in the request and the Chief Administrative Officer shall have all the authority to either revise or confirm the performance evaluation. At the conclusion of the review, the Town shall advise the Consultant in writing of his or her decision and the Consultant agrees to be bound by such without any further right of review or appeal to any court or other body having lawful jurisdiction.

This provision shall not limit the ability of the Town in any way to utilize third party references, internal references, performance evaluations or other information when considering this or any other Bid Submissions.

The Town's performance evaluation process shall not limit any other rights or remedies of the Town including those rights and remedies as set out in the Agreement.

The Consultant agrees to the terms of the performance evaluation process as set out herein and shall adhere, both during and after the term of the Agreement, as applicable.

If you have any questions, please follow the instructions indicated previously in the section “Clarifications and Qualifications”.

#### **4.17 INVOICING**

Invoicing shall be carried out in accordance with standard Town of Aylmer practice:

- Payment terms are Net 30.
- A billing summary shall be provided with each invoice.

#### **4.18 ASSUMPTIONS**

Proponents must take into account the following assumptions in preparing and submitting proposals:

- No municipal resources, supplies, or equipment are being made available for the performance of the functions, duties and responsibilities identified within this RFP.
- Confidentiality of all information must be maintained.

## **APPENDIX A SAMPLE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**- BETWEEN -**

**THE CORPORATION OF THE TOWN OF AYLMER**  
46 TALBOT STREET WEST, AYLMER N5H 1J7

Hereinafter called the "Municipality" (of the first part)

**- AND -**

**< CONSULTANT NAME >**  
Address

Hereinafter called the "Consultant" (of the second part)

**WHEREAS** on **(date)**, the Municipality issued Request for Proposal # **(insert number)** *(if applicable and Addendum # (insert number) dated (date) for (enter the description of work)* (the "RFP");

**AND WHEREAS** on **(enter date of Consultant's proposal)** the Consultant submitted a proposal in response to the RFP (the "proposal");

**AND WHEREAS** the Municipality wishes to enter into an agreement with the Consultant for the services, as more particularly described in the RFP and the proposal, attached hereto as Schedule "1" and forming part of this Agreement (the "Services");

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and other good and valuable consideration, the sufficiency whereof is acknowledged hereby by the parties, the parties hereto agree with each other as follows:

### **ARTICLE 1**

The Consultant shall provide the Services set forth in Schedule "1" hereto, including but not limited to satisfaction of all qualifications and requirements as set forth therein; provided that, if there should be any conflict between the text of this Agreement and the provisions of the said Schedule "1", the text of this Agreement shall prevail.

### **ARTICLE 2**

The Municipality covenants with the Consultant that the Consultant, having in all respects

complied with the provisions of this Agreement, will be paid for and in respect of all the work, at the quoted prices or lump sum amount as detailed in Schedule <#>

### **ARTICLE 3**

The initial term of this Agreement (the “Initial Term”) shall commence on or about <Insert Date> and expire on <Insert Date>. Unless either party delivers written notice of non-renewal to the other at least thirty (30) days before the end of the Initial Term (or any Renewal Term), this Agreement shall automatically renew for successive one-year periods (each, a “Renewal Term”). The Agreement may renew for no more than two (2) Renewal Terms. The Initial Term together with all Renewal Terms, if any, shall constitute the “Term” of this Agreement.

### **ARTICLE 4**

A copy of each of the Terms of Reference (as Schedule 1) and <insert as required> (as Schedule 2) are hereto annexed and together with the Consultant Proposal, General Conditions, Proposal Requirements and Information for Proponents relating to the work contemplated herein, even though not attached, all as listed in the RFP document, form part of and are deemed to be incorporated into this Agreement.

### **ARTICLE 5**

In case of any inconsistency or conflict between the provisions of this Agreement and the RFP or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- a) Agreement;
- b) <Addenda>;
- c) RFP Document;
- d) Consultant Proposal;

### **ARTICLE 6**

Either Party may terminate this Agreement at any time, without notice or creation of any right to compensation or damages, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.

Notwithstanding that set forth immediately above, either Party hereto may terminate this Agreement, for convenience and without creating any right to compensation or damages, upon giving at least ninety (90) days written notice to the other Party.

### **ARTICLE 7**

The Consultant shall indemnify and save harmless the Municipality, including its elected officials, officers, employees and agents and further including their respective heirs, executors, administrators, and assigns (hereinafter collectively the “Releasees”) from

and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs as between a solicitor and his or her own client), interest, or damages of every nature and kind whatsoever as arising from the negligence, errors, omissions, fraud, or willful misconduct of the Consultant, including its officers, employees, servants, agents, and consultants or sub-consultants, or any one or combination of them, as attributable or connected with the performance, non-performance, or purported performance by the Consultant of any promise, obligation, or covenant as contemplated by this Agreement, save and except to the extent that same is attributable to or caused by the negligence of the Municipality, its officers, employees, servants, agents, or consultants or sub-consultants, or any one or combination of them. Furthermore, this indemnity shall survive the expiration or termination of this Agreement and continue thereafter in full force and effect.

## **ARTICLE 8**

This Agreement together with its Schedule(s) constitutes the entire understanding between the Parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both Parties. Failure on the part of either Party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such Party's right to require the future observance of any such terms or conditions.

## **ARTICLE 9**

The Consultant declares that it has either investigated for itself the character of the work and all local conditions that might affect the proposal or acceptance of the work, or that not having so investigated, it is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character or more onerous to fulfill, than was contemplated or known when the proposal was made of the Contract signed. The Consultant also declares that it did not and does not rely upon information furnished by any methods whatsoever, by the Municipality or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Municipality.

## **ARTICLE 10**

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

**MUNICIPALITY:** Corporation of the Town of Aylmer  
46 Talbot Street West  
Aylmer, ON N5H 1J7

**CONSULTANT:** \_\_\_\_\_  
 \_\_\_\_\_

Either Party may from time to time change its address for service by notice to the other Party as previously set out.

For the purposes immediately set forth above, Notices which are served in the manner as set out above shall be deemed sufficiently given for all purposes of this Agreement, in the case of those personally served directly upon the Party to be deemed to have been completed upon the date of service, and in the case of registered mail, on the third postal delivery day following the mailing of the Notice. Should normal service of mail be interrupted by strikes, slowdown or other cause, then the Party sending the Notice shall use any similar service which is not been so interrupted in order to secure prompt receipt of the Notice and for purposes of this Agreement such service shall be deemed to be personal service.

#### **ARTICLE 11**

This Agreement shall not be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party.

#### **ARTICLE 12**

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and, when applicable, the Dominion of Canada.

#### **ARTICLE 13**

All obligations under this Agreement shall be considered a separate covenant and any declaration of invalidity of any such covenant shall not invalidate any other such covenant.

#### **ARTICLE 14**

The Contract shall apply to and be binding on the parties hereto, their heirs, executors, successors, administrators, and assigns jointly and severally.



## **ARTICLE 15**

This Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This Agreement may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

***IN WITNESS WHEREOF*** the Parties hereto have hereunto set their hands and seals on the day and at the location indicated below or otherwise caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

“Consultant’s name

\_\_\_\_\_  
DATE

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
I have the authority to bind the corporation.

The Corporation of the Town of Aylmer

\_\_\_\_\_  
DATE

Per: \_\_\_\_\_  
Name: Andy Grozelle  
Position: Chief Administrative Officer

Per: \_\_\_\_\_  
Name: Jack Couckuyt  
Position: Mayor  
We have the authority to bind the corporation.