

**AGREEMENT**

**THIS AGREEMENT** made this \_\_ day of March, 2019.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**  
(Hereinafter called the "Municipality")

Of the First Part

**PAUL D. WATSON**  
(Hereinafter called the "Consultant")

Of the Second Part

- (a) **WHEREAS** the Municipality issued a request-for-proposal for the supply of an Integrity Commissioner (hereinafter, the "RFP");
- (b) the RFP is attached hereto as Schedule "D";
- (c) the Consultant submitted a response to the RFP on February 13, 2019 (hereinafter, the "Response") describing the services it would provide to meet and address the Municipality's needs and requirements described in its RFP;
- (d) Part 1 and Part 2 of the Response is attached hereto as Schedule "E"; and
- (e) the Municipality has accepted the Consultant's Response to provide the services described in the RFP;

**NOW THEREFORE** the Consultant and the Municipality agree as follows:

**I. The Municipality shall:**

- a. Pay to the Consultant the rates for services provided in accordance with Schedule "A" attached hereto and all applicable sales tax.
- b. Instruct the Consultant fully in writing as to the Municipality's total requirements in connection with the projects included in this Agreement, including the Municipality's budget and time constraints.
- c. Give prompt consideration to all specifications, proposals, and other documents relating to the project prepared by the Consultant, and whenever prompt action is necessary, inform the Consultant of his/her decisions in such reasonable time so as not to delay the services of the Consultant, or to prevent him forwarding instructions to the Consultant or to Sub-Consultants in accordance with the contract schedule.
- d. Arrange and make provision for the Consultant's entry and ready access to the Municipality's premises, as necessary to enable the performance of services required.
- e. Designate in writing an individual to act as its representative, such person to have complete and exclusive authority to transmit instructions to and receive information from the Consultant.
- f. Give prompt written notice to the Consultant whenever the Municipality or his/her representative become aware of any defects or deficiencies in the work or in the services provided. For the purposes of this Agreement "defects and deficiencies" shall be defined as "any failure of the Consultant to meet and/or deliver any agreed upon deliverable/service and/or meet an applicable deadline as set out in this Agreement."
- g. Instruct the Consultant fully in writing of any additional work required outside the scope of this Agreement.

- h. Indemnify and save harmless the Consultant or any person acting under the instructions of the Consultant from any and all costs, claims, demands, suits, actions or judgment brought or recovered against the Consultant in relation to the provision of services by the Consultant or any person acting under the instructions of the Consultant, including any costs, claims, demands, suits, actions or judgment brought or recovered against the Consultant by a member of the Municipality's Council or its local boards in his or her personal capacity or in their capacity as a member of the Municipality's Council or one of its local boards provided that:
  - i. The Consultant acted honestly and in good faith in the performance of the services;
  - ii. The Consultant had reasonable grounds to believe it was acting in accordance with the scope of his authority under this Agreement, the Municipality's Code of Conduct for Council and its local boards and Part V.1 of the *Municipal Act*, 2001, as amended ; and
  - iii. The Consultant had reasonable grounds to believe its conduct was lawful.

**2. The Consultant shall:**

- a. Provide all services delineated in Schedule "B" attached hereto.
- b. Provide all necessary labour, materials, equipment necessary to complete the work.
- c. Keep the Municipality informed of the status of the project and of any occurrences which adversely affect the Municipality's interests.
- d. Not perform any additional work outside of the scope of this contract without obtaining the written agreement of the Municipality.
- e. When engaged in work within any facility of the Municipality, the Consultant shall abide by the rules and regulations of the Municipality.
- f. Carry Professional Liability or Errors and Omissions insurance in the minimum amount required within the RFP documents.

**3. The Parties agree:**

- a. That the Agreement will commence on March 1, 2019 and continue for two (2) years to February 28, 2021.
- b. That the contract fee shall be in accordance with Schedule "A" attached hereto.
- c. Authority for general co-ordination of the project shall reside with the Municipality to the extent provided for in this Agreement. This Agreement does not create any master and servant or partnership relationship between the Municipality and Consultant. At no time will the Consultant or anyone acting for the Consultant be considered employees of the County.

- 4. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise available by law.
- 5. No action or failure to act by the Municipality or Consultant shall constitute a waiver of any right or duty afforded either of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6. All matters in dispute arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it may, with the concurrence of both the Municipality and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them.
  - a. The place of the arbitration shall be the Office of the Municipality and the language of the arbitration shall be English.
  - b. No one shall be nominated to act as arbitrator who is in any way financially interested in the conduct of the services or in the business affairs of either the Municipality or the Consultant.
  - c. In the event that the parties cannot agree as to a single arbitrator to be appointed, then such arbitrator shall be appointed by reference to a Judge of the Superior Court of Ontario, sitting in Windsor, Ontario.
  - d. The laws of the Province of Ontario shall govern this Agreement and any arbitration or litigation in respect thereof.
  - e. The award of the arbitrator shall be final and binding upon the parties.
7. Neither party may assign this Agreement in any manner without the prior consent in writing of the other, except that the Consultant shall be entitled to delegate its powers and duties as Integrity Commissioner to another person in accordance with Section 223.3 (3) of *Municipal Act, 2001*, SO 2001 c25, as amended.
8. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by registered mail, e-mail, or facsimile, addressed to the regular business address of such other party as stated within this Agreement.

Town of Kingsville	Paul D. Watson Law Office
Jennifer Astrologo, Director of Corporate Services/Clerk Corporate Services Department	P.O. Box 661
2021 Division Road North	84 Dover Street, Suite 1
Kingsville, Ontario	Chatham, Ontario
N9Y 2Y9	N7M 5K8
Phone: 519-733-2305	Phone: 519-351-7721
	Fax: 519-351-8376
Email: jastrologo@kingsville.ca	Email: paul@pauldwatsonlawoffice.com

9. The Consultant shall at all times be responsible for keeping confidential, any files, data and other forms of information belonging to the Municipality that is encountered while fulfilling work within this Agreement. The Consultant shall take all necessary measures to guard any such information to ensure that it is kept secure at all times. The foregoing obligations shall not apply to information which (i) shall have otherwise become publicly available other than as a result of disclosure by the Consultant in breach hereof, (ii) was disclosed to the Consultant on a non-confidential basis from a source other than the Municipality which is not prohibited from disclosing such information as a result of an obligation in favour of the Municipality, (iii) is developed by the Consultant independently of, or was known by the Consultant prior to, any disclosure of such information made by the Municipality, or (iv) is disclosed with the written consent of the Municipality.

A receiving party also may disclose confidential information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Consultant and the Municipality relating to the Consultant's services for the Municipality or this Agreement.



**-SCHEDULE "A"**

Fee Breakdown per Hour & Disbursements	
Paul D. Watson	\$300.00 (\$150.00 /hour for travel time)
Paralegal/Law Clerk/Legal Assistant	\$65.00
Travel Expense	\$0.45 per km
Other reasonable expenses (i.e. photocopying, printing, faxing, etc.) at cost	

**\*\*All Fees subject to applicable taxes.**

## **SCHEDULE "B"**

The Consultant will supply the following services:

Act as the Municipality's Integrity Commissioner in accordance with the requirements of the Municipality's RFP #CS19-01 ("the RFP") for the supply of an Integrity Commissioner, and in particular the services set forth in the RFP "Schedule "A" – Provision of Services", in accordance with Part 1 and Part 2 of the Response attached hereto as Schedule "E";

Act upon written instruction from the Municipality in accordance with the Municipality's By-Law to establish a Code of Conduct for Council and its local boards ("the Code of Conduct"), as amended from time to time.

The Consultant will provide service on an as-required basis. Service, when required, will be provided in accordance with the requirements of Part V.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, the Code of Conduct and the RFP.

The Consultant shall act in accordance with Part V.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, which includes performing in an independent manner the functions assigned to it by Council including the application of the Code of Conduct, the application of any procedures, rules and policies of the City of Sarnia and its local boards governing the ethical behavior of members of Council and its local boards, and without limiting the generality of the foregoing, shall include training and education, advisory services, investigative services, the preparation of reports and the provision of recommendations, as well as such other duties, responsibilities and powers as Council may from time to time assign to the Consultant as Integrity Commissioner.

**SCHEDULE "C"**

I, \_\_\_\_\_, an employee of Paul D. Watson Law Office, hereby acknowledge and understand the confidential nature of the information to which I may have access to in my work for the Town of Kingsville.

Any information, whether verbal, written, or electronic on any media to which I have access shall remain confidential and shall not be used by myself, directly or indirectly for any reason whatsoever at any time now or in the future except as it relates to the services I provide for the Town of Kingsville.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness



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Kingsville, Ontario N9Y 2Y9  
Phone: (519) 733-2305  
[www.kingsville.ca](http://www.kingsville.ca)  
[kingsvilleworks@kingsville.ca](mailto:kingsvilleworks@kingsville.ca)

**The Corporation of the Town of Kingsville**

## **Request for Proposals**

**Integrity Commissioner**

<b>RFP Issued:</b>	<b>January 25, 2019</b>
<b>Closing Date:</b>	<b>February 15, 2019</b>
<b>Closing Time:</b>	<b>12:00 p.m.</b>
<b>RFP #:</b>	<b>CS19-01</b>



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## Introduction

The Corporation of the Town of Kingsville invites proposals from interested parties for the provision of services as an Integrity Commissioner, as described in this RFP, for a two-year term.

The Integrity Commissioner is an independent and impartial position that reports directly to Council and whose powers and duties are set out in the *Municipal Act, 2001* (the "Act"). This role is critical to the maintenance and preservation of public confidence in local government.

## Definitions

The following definitions apply to the words and phrases used throughout this RFP document:

"Act" means the *Municipal Act, 2001*.

"Bidding System" means the Town's electronic tendering system.

"Council" means the Council of the Town.

"Local Board" shall have the same meaning as in the *Municipal Act, 2001*.

"Proponent" means the party submitting a Proposal pursuant to this RFP.

"Proposal" means the Proponent's submission of information in the form prescribed by this RFP in response to and in compliance with the RFP.

"RFP" means this Request for Proposal.

"Services" means the services and scope of work outlined in Schedule "A".

"Submission Deadline" means 12:00 p.m. on Friday, February 15, 2019.

"Town" means the Corporation of the Town of Kingsville.

## Background

The Corporation of the Town of Kingsville is a lower-tier municipality in the County of Essex, and is located along the north shore of Lake Erie. Kingsville is the southern-most town in Canada and enjoys the warmest climate of any city in Ontario, with the average temperature reaching above 10°C 223 days of the year. This region is located at the same latitude as northern California.

Kingsville is primarily an agricultural community. Neighbouring with the Municipality of Leamington, Kingsville shares in hosting the largest concentration of vegetable greenhouses in North America. Kingsville is also home to four estate wineries, which produce a variety of award winning wines from their local vineyards.

Kingsville Council is composed of 7 members. In January 2016, the Code of Conduct for Members of Council, Local Boards and Committees (the "Code of Conduct") was updated.

## **Scope of Work**

The Integrity Commissioner will be responsible for administering the Code of Conduct and for investigating formal complaints and alleged breaches of the Code of Conduct and the *Municipal Conflict of Interest Act*. The Integrity Commissioner will also be responsible for reviewing and recommending changes to the Town's Code of Conduct, and providing educational information to Council with respect to their roles and responsibilities and ethical behaviour.

Schedule "A" to this RFP, attached, outlines the services that shall be provided by the Proponent, or his/her delegate(s).

## **Qualifications**

The Proponent must submit satisfactory evidence that they have the necessary education, designations, experience and training required to provide the services outlined in Schedule "A". This evidence must be submitted with the Proposal.

The qualifications that a candidate for the position of Integrity Commissioner should possess include, but are not limited to, the following:

- Proven impartiality and neutrality, comparable to that of a judge;
- The ability to provide services on a part-time, flexible and as-needed basis;
- Being an independent person who personifies high ethical standards;
- Experience managing sensitive inquiries, conducting investigations and making appropriate recommendations;
- Excellent oral and written communication skills;
- Familiarity with investigatory procedures and applicable legal principles, particularly as they relate to evidence, legal interpretation, and the rules of natural justice;
- Knowledge and understanding of municipal government;
- Ability to interpret and apply the provisions of various statutes, regulations, policies, and other enabling documents;
- Proven ability to conduct research and detailed investigations;
- At least seven years of senior-level management, legal, tribunal, or judicial experience, with preference being given to those with legal or judicial experience; and
- Experience with other municipalities or government agencies.

The Town may investigate, as it deems necessary, to determine the ability of the Proponent to provide the Services, and the Proponent shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any quotation if the evidence submitted by, or investigation of, a Proponent fails to satisfy the Town that the Proponent is qualified to carry out the obligations of the contract.

## **Submission Requirements**

All proposals must be submitted using the Town's Bidding System. No hard copy submissions will be accepted. Proposals must be received by the Bidding System on or before the Submission Deadline:

**Date: Friday, February 15, 2019**  
**Time: 12:00 p.m.**

Any Proposal submitted after the Submission Deadline will not be considered or evaluated.

Proponents are cautioned that the time stamp on their Proposal is based on when the Proposal is received by the Bidding System, not when it is submitted by a Proponent. Since the transmission of a Proposal can be delayed in an "internet traffic jam" due to a number of different factors (i.e. file transfer size, transmission speed, etc.), the Town recommends that Proponents allow sufficient time to upload their Proposal and attachments, if applicable, and to resolve any issues which may arise.

Proponents should contact the Town Representative listed below, at least twenty-four (24) hours prior to the Submission Deadline if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their bid was submitted successfully. Contact the Town Representative immediately, if a confirmation email is not received.

The Bidding System will not accept late Proposals.

### **Addenda**

Amendments or changes to this RFP will only be issued through the Town's Bidding System. It is the sole responsibility of the Proponent to check the Bidding System (<https://kingsville.bidsandtenders.ca>) to inform itself of any issued Addenda. Proponents should check online prior to submitting their Proposal and up until the Submission Deadline in the event additional addendums are issued.

Addendum/Addenda will be issued through the Bidding System, at least 48 hours prior to the Submission Deadline. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission online.

In the event an addendum is issued within 48 hours of the Submission Deadline, the Town may extend the Submission Deadline.

### **Alterations to or Withdrawal of Proposals**

The Proponent may withdraw any Proposal, or submit a new Proposal, prior to the Submission Deadline. After the Submission Deadline, any Proposal not withdrawn becomes irrevocable.

In the event that a Proponent submits multiple Proposals, the last Proposal submitted shall supersede and invalidate all previous Proposals submitted by the Proponent.

## **Proposal Validity**

Proposals will be open for acceptance by the Town for at least 90 days after the Submission Deadline.

## **Confirmation of Proponent's Intent to be Bound**

By submitting the Proposal, the Proponent agrees to all of the terms and conditions in the RFP, including the following:

- a. The Proponent has carefully read and examined the entire RFP;
- b. The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- c. The Proponent agrees to be bound by the statements and representations made in the Proposal.

## **Municipal Contact and Communications**

Any questions or requests for additional information related to this RFP shall be in writing and addressed to:

Jennifer Astrologo  
Director of Corporate Services/Clerk  
Email: [jastrologo@kingsville.ca](mailto:jastrologo@kingsville.ca)

Requests received verbally will not be accepted.

A Proponent shall not contact or make any attempt to contact any member of Council, or member of any evaluation committee, or any officer or employee of the Town other than the above designated contact person with respect to the Proponent's Proposal, this RFP, or the submission process until the contract has been awarded. Contacting Town employees or Council in this manner will be considered grounds for disqualification in the bidding and selection process.

## **Proposal Contents**

The Proponent shall adhere to the format set out in this RFP when preparing their submission. Failure to comply with this requirement may, in the Town's sole and absolute discretion, result in the Proposal being disqualified from consideration. The Proposal shall be signed or otherwise authorized by a person authorized to bind the Proponent to the execution of a contract for services on behalf of the Proponent.

In addition to any other provision in this RFP, the following information shall be submitted as part of the Proposal:

### **Part 1 – Proponent Qualifications**

1. The Proponent's name and contact information, including, mailing address, telephone number, email address, and the name and contact information of the Proponent's representative.
2. A general description of the Proponent's business, including any and all specific relevant expertise.
3. The name, title, and curriculum vitae of the proposed Integrity Commissioner.
4. The name, title and curriculum vitae for any staff to which work may be delegated, if applicable.
5. A description of support staff and resources available, if applicable.
6. Proof of Professional Liability Insurance maintained by the Integrity Commissioner at his/her own expense, covering the provision of services outlined in this RFP in an amount of no less than two million dollars (\$2,000,000).

### **Part 2 – Proposed Work Plan**

7. A Statement acknowledging an understanding of the services required from the Integrity Commissioner as stated in this RFP.
8. A description of the Proponent's plan for the provision of the Services listed in Schedule "A", including:
  - a. A plan to ensure that the work will be assigned and performed by the Proponent such that the quality of work, cost effectiveness and avoidance of duplication of work will be achieved;
  - b. A work plan setting out proposed response times and any communication and co-ordination procedures that the Proponent proposes, including a protocol for the confidential receipt and forwarding of complaints;
  - c. Information as to how the Proponent will handle multiple contracts from municipalities including response times and an outline of processes that will be followed to assure that all concurrent projects will be prioritized, investigated, and completed with equal priority;
  - d. A plan to avoid a potential conflict that may arise in the event that the Integrity Commissioner has provided advice to a Member of Council and that matter is now the subject of an investigation request; and
  - e. A plan to avoid a potential conflict of interest where the Integrity Commissioner has an actual or apparent conflict of interest.

### **Part 3 – References**

9. A minimum of three separate professional/client references describing projects of similar scope and scale completed by the Proponent in the last five years. Each reference should include:
  - a. The identity of the reference, including a contact name, address and phone number for the reference; and
  - b. A brief description of the type of the work the Proponent has done for the reference either as an Integrity Commissioner or in a similar/complementary role reflective of the services and qualifications sought by this RFP.

#### **Part 4 – Fee Schedule**

10. A detailed fee schedule, exclusive of HST, including:
  - a. The rate for the Proponent and any delegate and/or employee to whom work may be assigned; and
  - b. Any additional costs (i.e. travel, accommodations, other disbursements) for which the Town may be billed in relation to the provision of Integrity Commissioner services.
11. The Proponent is encouraged to provide an alternative fee structure as may be available to the Town, such as block billing, per diem rates, annual caps on fees etc.

#### **Proposal Evaluation**

Proposals will be evaluated on the basis of the 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 result in the Proposal being deemed deficient.

The Town shall specifically consider the below information in evaluating the Proposal at the listed weighting.

1. The qualifications of the Proponent (40%);
2. The quality of the Proponent's work plans for the provision of services outlined in Schedule "A" (30%);
3. The cost of the services (20%); and
4. References (10%);

The Town shall exercise absolute discretion in the evaluation of the Proposal and is not required to provide any reasons to the Proponent in relation to the evaluation of the Proposal, including the rejection of the Proposal.

## **Notice of Acceptance**

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written contract will constitute a contract for services. No Proponent will acquire any legal or equitable rights or privileges relative to the provision of services under this RFP until the occurrence of both such events.

The Proponent acknowledges that the contract will become a record available to the public.

## **Execution of the Contract**

By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Town on substantially the same terms and conditions set out in this RFP, the Proposal and such other terms and conditions to be finalized to the satisfaction of the Town.

The term of the contract shall be for a period of two years from the date of appointment by Council, with an option to renew the contract for an additional term of two years on mutual agreement of both parties.

In the event that the contract cannot be executed within 45 days of acceptance, the Town may, in its sole discretion at any time thereafter, terminate discussions with that Proponent, and undertake such steps as it deems appropriate in respect of the RFP, including negotiations with any other Proponent, termination of the RFP process, or any other decision as listed in the section titled "Rights Reserved by the Town".

## **Conflict of Interest**

Proponents submitting a Proposal in response to this RFP shall disclose, prior to the submission of their Proposal, any potential direct or indirect conflict of interest. The Town may, at its discretion, withhold the award of a contract from the Proponent until the matter is resolved to the Town's satisfaction. If the conflict is deemed to remain unresolved, and the Town deems it necessary, the Town reserves the right to withhold the award of the contract to the Proponent altogether and award the contract to the next qualified Proponent.

The failure to disclose a conflict of interest, or a potential conflict of interest, may result in the disqualification of the Proposal at the Town's sole and absolute discretion.

## **Limitation of Damages**

The Town shall not, under any circumstances, be responsible or liable for any costs, expenses, losses or any direct or indirect damages incurred or suffered by a Proponent or any third party resulting from the Town exercising any of its express rights under this RFP or exercising any rights that which may be implied in the circumstances.

Proponents are solely responsible for any costs incurred by the Proponent in the preparation or submission of its Proposal or participation of the RFP process.



## **Accommodation for Proponents with Disabilities**

The Town is committed to providing equal treatment to persons with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the applicable legislation, the Town will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

If a Proponent requires this RFP in a different format to accommodate a disability, the Proponent must contact the municipal contact person listed in this RFP as soon as possible and in any event, prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting Proponent and all addenda will be issued in such different format only to the requesting Proponent.

## **Freedom of Information/Submission Confidentiality**

The Town will treat all Proposals as confidential. However, the Town is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")* and therefore, cannot guarantee that information forwarded to it by a Proponent will not be disclosed in response to a freedom of information request.

Therefore, Proponents are encouraged to identify in their submission any information which they feel is confidential and which should remain confidential. In doing so, Proponents must specify their reasons and the specific sections of *MFIPPA* which support the claim of confidentiality.

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

In all circumstances, the provisions of *MFIPPA* will prevail.

## **Compliance with Applicable Legislation**

The successful Proponent must comply with all applicable provincial and federal legislation in the performance of its obligations under any contract with the Town, including but not limited to the *Occupational Health and Safety Act*, the *Ontario Human Rights Code*, the *Pay Equity Act*, the *Accessibility for Ontarians with Disabilities Act*, and the *Workplace Safety and Insurance Act*, or any successor legislation and provide to the Town, upon request, written reports confirming such compliance.

## **Rights Reserved by the Town**

The Town reserves the right in its sole discretion to accept the Proposal which it deems to be in its best interest.

Without limiting the generality of the RFP, the Town reserves the right in its sole discretion and at any time during the RFP process:

- Reject any or all of the Proposals and re-issue a RFP;

- Accept any Proposal;
- If only one Proposal is received, elect to accept or reject it;
- Accept the Proposal from a Proponent, other than the Proponent whose Proposal reflects the lowest cost to the Town;
- Elect not to proceed with the RFP;
- Alter the timetable, the RFP process, or any other aspect of this RFP;
- Cancel this RFP at any time prior to the acceptance of a Proposal and to obtain the Services through an alternative process;
- Request clarification from a Proponent;
- Check references other than those provided by the Proponent;
- Waive any non-material irregularity, defect or deficiency in any Proposal; and
- Reject any Proposal based upon past performance, or any material error, omission, or misrepresentation in the Proposal.

## **Warranties**

In addition to any other warranties set out herein, the Proponent warrants the following:

- The Proponent has any approval, permit or licence required by an federal, provincial, or municipal statute, regulation or by-law and will comply with same in providing the Services;
- The Proponent is not disqualified from providing the Services by virtue of any order, regulation or prohibition;
- The Proponent, its delegates and/or employees are qualified to provide the Services, have and maintain all necessary accreditations and have not been disqualified from providing any of the Services by virtue of any act or omission of that person;
- The Proponent possesses the requisite authority to enter into a contract with the Town; and
- The Proponent has ownership of any information and Intellectual property necessary for the provision of the Services and is entitled to disclose same to the Town.

## **Declaration**

The Proponent, but submission of a Proposal, declares that:

- (a) The Proponent has carefully reviewed the entire RFP, including the required deliverables and specifications;
- (b) No one other than the Proponent has any interest in this Proposal or in the assignment of the pending contract from this Proposal;

- (c) The Proposal was made without connection, knowledge, comparison of figures or arrangement with any other Proponent and is in all respects fair and without collusion for fraud;**
- (d) All statements, information, and representations made in the Proposal are true and accurate;**
- (e) No member of Council or employee of the Town has any direct or indirect pecuniary interest in this Proposal;**
- (f) The person submitting the Proposal is an authorized signing officer of the Proponent and is authorized to submit this Proposal on behalf of the Proponent; and**
- (g) By submitting this Proposal, the Proponent agrees and recognizes that the Town may accept any Proposal in whole or in part, or elect to reject all Proposals.**

## **Schedule "A" – Provision of Services**

The Integrity Commissioner will provide the following services:

1. Upon request, provide advice to Council or a Local Board, or the members of same, regarding the following:
  - a. The application of the Code of Conduct.
  - b. The application of any procedures, rules and policies of the Town and local boards governing the ethical behaviour of members of Council and of Local Boards.
  - c. The application of sections 5, 5.1, and 5.2 of the *Municipal Conflict of Interest Act*, to members of Council and of Local Boards.
  - d. Their obligations under the Code of Conduct applicable to the member.
  - e. Their obligations under a procedure, rule, or policy of the Town or Local Board, as the case may be, governing the ethical behaviour of members.
  - f. Their obligations under the *Municipal Conflict of Interest Act*.
2. Upon the request of Council, provide such training and hardcopy reference materials for members of Council and Local Boards and the public regarding the role of the Integrity Commissioner, the Code of Conduct and the *Municipal Conflict of Interest Act*. In this regard, the Integrity Commissioner may also be requested to prepare or edit written materials and content for the Town's website or otherwise for distribution to the public to aid in the understanding of the role of Integrity Commissioner, the Code of Conduct, and the *Municipal Conflict of Interest Act*.
3. Upon receipt of a complaint regarding the conduct of a Member, assess the validity of the complaint to determine if it is appropriate, within the mandate of the Integrity Commissioner, to investigate and if so, whether a full investigation is warranted.
4. In the appropriate circumstances, initiate an inquiry, in accordance with section 223.4 of the *Act*, as to whether a Member has contravened the Code of Conduct and take such further action as deemed necessary and as authorized by that section.
5. In the appropriate circumstance, initiate an inquiry, in accordance with 223.4.1 of the *Act*, as to whether a Member has contravened sections 5, 5.1, or 5.2 of the *Municipal Conflict of Interest Act* and take such further action as deemed necessary and as authorized by section 223.4.1.
6. Be responsible for performing his or her set of duties independently, and shall report directly to Council in respect of all such matters. In addition to any requirements that may be set out in the *Act*, file an annual report to Council respecting the advice, education provided and inquiries undertaken in the previous year and to advise of any developments or recommendations of significance related to the role of Integrity Commissioner.

**Kingsville Proposal**

**Part 1**

1. Paul D. Watson, 84 Dover St., Unit 1, P.O. Box 661, Chatham, Ontario. N7M 5K8  
519-351-7721/ [paul@pauldwatsonlawoffice.com](mailto:paul@pauldwatsonlawoffice.com)
2. I am a lawyer with 34 years of experience. I am the Integrity Commissioner for Chatham-Kent. I have been "on-call" for Kingsville if needed.
3. CV attached.
4. I will not be delegating to staff.
5. I have a staff of 4 assistants, including a paralegal and a senior law clerk.
6. Proof of Insurance attached. I carry \$ 2 million liability insurance.

**Part 2 – Proposed Work Plan**

7. I understand the services required from the Integrity Commissioner as stated in the RFP. The work is almost identical in scope to my current work for Chatham-Kent.
8. I will provide the services outlined in Schedule "A" in the same manner that I am currently for Chatham-Kent. I am available to Councillors and members of the public by phone, e-mail or in person as required. More particularly:
  - a. I will ensure that matters referred to me are prioritized and are dealt with in a timely, professional and cost effective manner. There will be no duplication of work.
  - b. I can provide a standard complaint form that will be available to the public through the Clerk's "office or directly from me. When receiving an initial complaint, my first step is to determine whether or not the complaint is "frivolous or vexatious". Many complaints are outside of the scope to the Code of Conduct or Conflict of Interest legislation.  
I will then encourage the complainant to try and resolve the matter informally and will assist in mediating the complaint. It will remain the right of the complainant to request that I proceed with the complaint if it cannot be resolved.
  - c. I am a fulltime lawyer in a general practice and have been managing a case load that involves multiple clients for 34 years. I am currently an Integrity Commissioner only for Chatham-Kent. I have been able to prioritize Chatham-Kent matters and will do so for Kingsville with equal priority.
  - d. & e. If I have given advice to a Councillor and the matter is now the subject of an investigation request, I would first determine whether or not the matter requires further investigation. The Councillor is entitled to rely on the advice of the Integrity Commissioner. In the event that the Councillor did not provide the Integrity Commissioner with all of the relevant facts prior to receiving an opinion, I would in all likelihood investigate the matter further. If I determine at any time that I am in a potential or actual conflict of interest and the matter requires an independent investigation, I would meet with Kingsville administration and recommend the hiring of an "outside" Integrity Commissioner or some other independent person to investigate.