



## **ONE Investment**

200 University Avenue, Suite 801 Toronto, ON M5H 3C6

### **Request for Proposal #2019-02**

**Closed Meeting Investigator Services**

**Submission Deadline @ 12:00:00 EST on 12/23/2019**

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## 1.0 GENERAL

### 1.1 Definitions

AMO	Association of Municipalities of Ontario
BPS	Broader Public Sector
BPSAA	Broader Public Sector Accountability Act
BPSPD	Broader Public Sector Procurement Directive
CETA	Comprehensive Economic and Trade Agreement
CFTA	Canadian Free Trade Agreement
LAS	Local Authority Services
MFOA	Municipal Finance Officers Association of Ontario
ONE	ONE Investment
ONE JIB	ONE Joint Investment Board

### 1.2 Background

Established in 2018 by CHUMS Financing Corporation (subsidiary of MFOA) and LAS (created in 1992 by AMO), ONE is a not-for-profit corporation mandated to facilitate investment by municipalities and public sector bodies in investment products and vehicles and to make available, and lower the cost of, such products and services in a manner consistent with the investment objectives of such municipalities and public sector bodies.

As per the Municipal Act, for a municipality or related public sector body to invest using the prudent investor standard – it must be done through a separate governance structure known as either an investment board (in the case of a single municipality) or a joint investment board (in the case of two or more municipalities). These investment boards are created through section 196 or section 202 in the case of a joint investment board. ONE Investment is working with several municipalities to create the ONE JIB. The ONE JIB will be subject to the requirements of the Municipal Act for a closed meeting investigator.

If applicable to certain Members that are members of the Broader Public Sector of the Province of Ontario; the BPSAA and the BPSPD will apply. Members are subject to applicable trade agreements: these may include CFTA and the CETA, Chapter 19 Government Procurement. It is the intention of ONE and its Members that the procurement process conducted under this RFP will be consistent with these requirements, where applicable.

### 1.3 Proposal Schedule

Schedule details will be in the date format (Month/day/year) and the completed schedule with all applicable dates for this RFP can be found listed in Appendix A, Section A.5.

ONE reserves the right to modify any or all dates at its sole discretion.

### 1.4 Inquiries, Clarifications and Addenda

Inquiries and clarification requests regarding this RFP will be accepted before the Receipt of Proponent Questions date listed in Appendix A, Section A.5 by the Designated RFP Contact Person specified in Appendix A, Section A.4 and in the format(s) defined within. No requests will be accepted by telephone.

Inquiries should not be directed to ONE employees or its Board of Directors, or any staff member of any of ONE's partner organizations.

Any and all changes to the RFP required will be issued by ONE in the form of written addenda/addendum before the proposal submission deadline and will hereby form part of the RFP. Any addenda/addendum and/or resulting scheduling changes will be supplied to all Proponents that were provided an original RFP document and in the equivalent manner.

ONE will assume no responsibility for oral instruction or suggestion.

### **1.5 Submission Deadline**

The submission deadline is the date and time as stated in Appendix A, Section A.5 unless otherwise updated by means of issued addenda/addendum.

- a) Proposals will not be accepted after the stated submission date and time deadline.
- b) A Proponent may withdraw its Proposal at any time by giving written notice to the contact person listed in Appendix A, Section A.4. Telephone notices will not be considered.
- c) For clarity, while a Proponent will not be penalized where its Proposal is received after the submission deadline, if the delay is due solely to mishandling on the part of ONE, very specific obligations are set out in this RFP for the submission of a Proposal by a Proponent.
- d) For clarity, as between ONE and a Proponent, it is the Proponent who assumes the risk of delay for the use of couriers or other third-party deliverers, or for utility failures, including the lack of availability of telecommunications services or elevators. Reliance on delivery by a member of ONE to the specific delivery location is not an excuse for a late or failed delivery by a Proponent. The Proponent is responsible for direct delivery to the designated delivery location.

### **1.6 Limitation of Liability**

ONE and its agents and advisors will not be liable for any information or advice or any errors or omissions that may be contained in the RFP or any data, materials, or documents disclosed or provided to the Proponent pursuant to this RFP or otherwise.

ONE and its agents and advisors make no representation or warranty, either express or implied, in fact or in law, with respect to the accuracy or completeness of this RFP or such data, materials, or documents. ONE will not be responsible for any claim, action, cost, loss, damage, or liability whatsoever arising from the Proponent's reliance or use of this RFP or any data, materials, or documents provided.

The Proponent should satisfy itself as to the accuracy of the information contained in the RFP through independent means. The only representations and warranties made by ONE will be those that may be contained in any definitive agreement between ONE and the Proponent.

Subject to Section 1.17 with respect to the Proponent, the Proponent acknowledges and agrees that ONE and every Member will have no liability to the Proponent or its sub-contractors in respect of the conduct of the procurement process relating to this RFP by ONE and every Member, whether in contract or tort otherwise, and including without limitation, for costs that the Proponent or its sub-contractors incur with respect to the procurement process. The limitation of liability will apply whether or not based on an allegation, whether in whole or in part, true or not, that ONE or any Member has conducted an unfair procurement process, or in the event the Proponent experiences any technical issues in accessing the RFP or submitting its Proposal as required by this RFP.

### **1.7 Statement of Understanding**

To be clear, and notwithstanding any other term of this RFP that may be interpreted otherwise, it is not the intent of ONE or any Member, nor the effect of this RFP, to initiate contractual relations by the provision of a Proposal by any Proponent in response to this RFP.

Notwithstanding any other term of this RFP, this RFP is merely a call for Proposals and not a tender call intending to place legally binding obligations on ONE or any Member or on any Proponent to enter into a definitive agreement or to be bound by any of the terms of its Proposal. It is not the intention of ONE to enter into a contract for the deliverables described in this RFP or enter into any other legally binding obligations unless and until an Agreement has been finalized and executed by ONE or a Member, as applicable, with a successful Proponent.

This RFP permits negotiations between ONE and Proponents to finalize definitive agreements.

Neither the transmission of this RFP to a Proponent nor the acceptance or receipt of a Proposal by ONE will be construed as or imply any obligation or commitment on the part of ONE to enter into a contract or agreement of any kind in respect of any or all of the contents of this RFP.

Each Proponent will be deemed to have carefully examined the RFP prior to submitting its Proposal, and if it should discover any omissions, errors, discrepancies, ambiguities, or other anomalies or have any doubts or questions as to the meaning of any portion thereof, it will before submitting its Proposal, communicate the same to ONE in writing.

At ONE's sole discretion, some or all of the corrections, questions, and answers may be incorporated into addenda/addendum to the RFP for distribution to all Proponents.

The onus is on the Proponent to ensure it has received and acknowledged all addenda/addendum.

## **1.8 No Local Preference**

All procurement processes are conducted so as not to unduly exclude local vendors while at the same time maintaining the duty to be fair, fully open and transparent.

ONE endeavors to achieve the best value for its members in its programs and transactions. As a result, ONE will not be bound to purchase supplies or services based solely upon Canadian content.

## **1.9 No Collusion**

No Proponent will discuss or communicate with any other person or entity (including, without limitation, any employee, representative, or agent of any other Proponent) about the preparation of its Proposal. Each Proponent's Proposal will be prepared without any connection, knowledge, comparison of information, or arrangement with any other person or entity responding to the RFP (or any employee, representative, or agent thereof) and each Proponent will be responsible to ensure that its participation in this RFP is conducted fairly and without collusion or fraud.

## **1.10 No Publicity or Promotion**

The Proponent will not make any public announcement, distribute any literature regarding this RFP, or otherwise promote itself in connection with this RFP.

In the event the Proponent is awarded a contract, the Proponent will not identify ONE as a customer of the Proponent and will not otherwise use ONE's name or any ONE mark, without the written consent of ONE.

## **1.11 False or Misleading Statements**

If in ONE's opinion, a Proposal contains false or misleading statements or references that do not support a function, attribute, capacity or condition as contended by the Proponent the entire Proposal may be rejected.

## **1.12 Bribery/ Fraud**

Should any Proponent or any of its agents give or offer any gratuity or attempt to bribe any employee or official of ONE, or to commit fraud, ONE will cancel the Proponent's submission.

### 1.13 Exclusion of Proponents Due to Poor Performance

ONE will document evidence where the performance of the Proponent has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

The co-Presidents/co-CEO, in consultation with the ONE Board of Directors, may prohibit an unsatisfactory Proponent from bidding on future RFPs or contracts for a period of up to three years.

If a Proponent, in ONE's determination, fails to conform to the terms of an agreement executed pursuant to this RFP on a repeated basis, either over time or on a variety of deliverables, for reasons that are within Proponent's reasonable control, then ONE may elect to not permit the Proponent to participate in future procurements, on the grounds of significant or persistent deficiencies in performance of a substantive requirement of such agreement.

### 1.14 Conflict of Interest

For the purpose of this Request for Proposal, "conflict of interest"

- a) Could be, or could be seen to exercise improper influence over the objective, unbiased and impartial exercise and independent judgment; or
- b) Could be, or could be seen to compromise, impair or be incompatible with the effective performance.

This includes but is not limited to any situation or circumstance in relation to the performance, obligations, commitments, relationships or financial interests and any subsequent contract or agreement.

Subject to any disclosures the Proponent may make in Schedule B, it is not in a position of a conflict of interest in respect to responding to the RFP and providing the Proposal or, if awarded, entering into an agreement for, and providing, the deliverables. Subject to the disclosure in Schedule B, the Proponent has no unfair advantage, including access to confidential information (other than confidential information that may be disclosed to all Proponents as part of the RFP procurement process), in bidding on this RFP. ONE will review all conflicts of interests and determine if the conflict of interest can or cannot be resolved, in ONE's determination. If the conflict of interest cannot be resolved, then ONE will terminate the Proponent's involvement in this RFP or any resulting agreement.

### 1.15 Rights Reserved by ONE

ONE reserves the right to:

- a) Make public the names of any or all Proponents;
- b) Request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal including, without limitation, clarification with respect to the relationship between the Proponent and any of its proposed sub-contractors;
- c) Adjust a Proponent's scoring or reject a Proponent's Proposal on the basis of:
  - i. The Proponent's past performance on previous contracts awarded by ONE or an applicable Member;
  - ii. The information provided by a Proponent pursuant to ONE exercising its clarification rights under this RFP process;
  - iii. Other relevant information that arises during this RFP process;
- d) Waive formalities and accept Proposals which substantially comply with the requirements of this RFP;
- e) Verify with any Proponent or with a third party any information set out in a Proposal;

- f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- g) Disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- h) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- i) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to ONE or the highest overall score;
- j) Cancel this RFP process at any stage without award;
- k) Cancel this RFP process at any stage and issue a new RFP for the same or similar goods and services;
- l) Accept any Proposal in whole or in part;
- m) Discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's proposal;
- n) If a single Proposal is received,
  - i. reject the Proposal of the sole Proponent and cancel this RFP process or
  - ii. enter into direct negotiations with the sole Proponent;
- o) Reject any or all Proposals in its absolute discretion; or,
- p) Negotiate in respect of any term or condition proposed by the Proponent in its Proposal, whether a business or legal term or condition or otherwise;
- q) And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances.

By submitting its Proposal, the Proponent authorizes the collection by ONE and the Member of the information set out under (e).

### **1.16 Vendor Debriefing**

ONE will promptly inform participating Proponents of its contract award decisions, and, on the request of a Proponent, will do so in writing. Subject to not disclosing Proponent information that might prejudice fair competition between Proponents and other reasonable restrictions, ONE will, on request, provide an unsuccessful Proponent with an explanation of the reasons why its Proposal was not selected and the relative advantages of the successful Proponent's Proposal. ONE will provide unsuccessful Proponents, until 60 calendar days following notification of the applicable agreement award date, a right to request a debriefing.

### **1.17 Administrative or Judicial Review Procedures**

- a) There will be a timely, effective, transparent, and non-discriminatory administrative or judicial review procedure through which a Proponent may challenge (a) a breach of CFTA or CETA, as applicable; or (b) if the Proponent does not have a right to challenge directly; a breach of CFTA or CETA under the laws of Ontario, a failure by ONE or a Member to comply with the obligations to implement CFTA or CETA. The procedural rules for all challenges will be in writing and made generally available.
- b) If there is an applicable complaint by a Proponent for a breach or a failure as referred to in (a) above, the Proponent and ONE and the Member, as applicable, will seek resolution of the complaint through consultations. ONE and the Member, as applicable will accord impartial and timely consideration to any such complaint in a manner that is not prejudicial to the Proponent's participation in ongoing or future procurement or its right to seek corrective measures under the administrative or judicial review procedure.
- c) Each Proponent will be allowed a sufficient period of time to prepare and submit a challenge, which in no case will be less than 10 days from the time when the basis of the challenge became known or reasonably should have become known to the Proponent.



- d) Pending the establishment or designation of at least one impartial administrative or judicial authority by the Province of Ontario that is independent of its procuring entities to receive and review an applicable challenge by a Proponent (and which ONE elects to use for the purposes of this RFP), all disputes arising out of or in connection with this RFP, or in respect of any legal relationship associated with or derived from this RFP, may be finally resolved, at ONE's election, by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. The Seat of Arbitration will be Toronto, Ontario before a single arbitrator. The language of the arbitration will be English. For clarity, the Proponent and ONE can mutually agree to alternative rules and an alternative body to arbitrate the dispute.
- e) If a body other than an authority referred to in (d) initially reviews a challenge, the Proponent may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.
- f) A review body that is not a court will have its decision subject to judicial review or have procedures that provide that ONE and the Member, as applicable will respond in writing to the challenge and disclose all relevant documents to the review body;
  - i. the participants to the proceedings ("participants") will have the right to be heard prior to a decision of the review body being made on the challenge;
  - ii. the participants will have the right to be represented and accompanied;
  - iii. the participants will have access to all proceedings;
  - iv. the participants will have the right to request that the proceedings take place in public and that witnesses may be presented; and
  - v. the review body will make its decisions or recommendations in a timely fashion, in writing, and will include an explanation of the basis for each decision or recommendation.
- g) ONE will adopt or maintain procedures that provide for:
  - i. rapid interim measures to preserve the Proponent's opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied. Just cause for not acting will be provided in writing; and
  - ii. corrective action or compensation for the loss or damages suffered, which will be limited to the lesser of (1) the costs for the preparation of the Proposal; and (2) the costs relating to the challenge, if a review body determines that there has been a breach or a failure to comply as referred to in paragraph (a). For clarity, to the extent permitted under CETA and CFTA, such costs will be limited to actual, direct costs reasonably incurred by the Proponent in the circumstances, and will not exceed costs which a commercially reasonable party would incur given the actual revenues and profits that could reasonably be expected in the context of the specific procurement.
- h) A failure by ONE or a Member to fulfill its obligations under this Section will not, to the extent permitted by CFTA and CETA, incur for them cumulatively, a liability to the Proponent that exceeds a costs award in excess of the amount described in subsection (g).ii above for the actual loss or damages suffered as a result of failure to perform its obligations under Section 1.17, if any. For clarity, a final determination that ONE or a Member, as applicable, was permitted to take such actions as it did with respect to a Proponent's Proposal or performance under this RFP, will be consistent with a determination that no damages award should be made against ONE or a Member, as applicable.

**END OF SECTION**

## 2.0 SUBMISSION

### 2.1 Instructions to Proponents

The act of submitting a Proposal is a declaration that the Proponent has read the RFP and understands all the requirements and conditions. The submitted Proposal should reflect that the Proponent understands the objectives, context, issues, deliverables and methodologies.

By submittal of a Proposal, the Proponent represents that it:

- a) is fully experienced and properly qualified to undertake work of a nature and scope similar to that requested herein;
- b) possesses the competence, skills, experience, and expertise required to successfully carry out the work;
- c) is properly licensed, equipped, organized, and financed to perform the work;
- d) has secured all the necessary information requested in the RFP documentation.

There will be time required for all submissions to be reviewed by the Evaluation Committee and sectional points calculated before an informed decision can be made as to the successful Proponent.

This RFP should not be considered a commitment by ONE to enter into any contract.

### 2.2 Contents of Submission

The Submission Checklist in *Schedules: Technical Information* is a means to assist Proponents in providing all submission required information.

Failure to follow and provide this Reference Location Guide (for the review purpose) creates a risk to the Proponent that, even if the information has been provided, it may be overlooked and consequently not considered in the final evaluation of the Proponent's score.

### 2.3 Delivery of Proposals

Proponents are required to submit their Proposal documents to:

ONE Investment  
200 University Avenue, Suite 801  
Toronto, ON M5H 3C6  
ATTN RFP Contact: Judy Dezell  
[jdezell@amo.on.ca](mailto:jdezell@amo.on.ca)

**Submissions must be received by the stated day and time defined in the RFP Schedule.**

Proposals received by ONE later than the specified deadline will be returned to the Proponent.

### 2.4 Amendment of Submission

Proponents may amend their submission only if the proposal is re-submitted before the submission deadline and in accordance with the following procedure:

- a) The Proponent must withdraw its original Proposal submission through written notice to the RFP Contact before the submission deadline; and
- b) The Proponent shall re-submit a Proposal clearly marked REVISED before the submission deadline. The submissions bearing this mark will be deemed the intended Proposal submission for the Proponent.

Amendments by telephone, facsimile, or letter will not be accepted or considered. Amendments must be by email and be received prior to the Submission Deadline listed in Appendix A, Section A.5.

## **2.5 Pricing**

All prices will be in Canadian Funds and are to be all inclusive including but limited to administrative costs, mileage costs, disbursements, taxes (including duties and excise taxes) and any other costs to fulfill the proposed goods and services but shall exclude HST.

## **2.6 Requirements**

For the purposes of the requirements stated in this RFP:

- a) "must" and "shall" indicate that the requirement is mandatory, subject to provisions of this RFP;  
and
- b) "required", "requirement", "should", "could" and "may" indicate that the requirement is discretionary.

**END OF SECTION**

## 3.0 EVALUATION

### 3.1 Evaluation Committee

ONE Investment will establish the RFP Evaluation Committee to include individuals with financial, technical and/or municipal and public sector experience. The RFP Contact will be the designated Evaluation Committee Chair for the RFP evaluation process.

Proponents are encouraged to provide details that demonstrate the excellence of their proposal. Proponents are to assume that ONE and the evaluation committee members have no prior knowledge or experience with product and/or service and will base their evaluation solely on the information presented in the Proposal's documentation.

The Evaluation Committee may request that the Proponent provide supplemental information or technical details to clarify the submission. The Chair will provide this written request to the Proponent with a specified deadline for submission of this additional data.

### 3.2 Evaluation Procedure

There will not be a public opening for this RFP. Proposals received by the submission date and time deadline, will be evaluated by members of the ONE Evaluation Committee in the following order:

#### a) **Mandatory Requirements**

Each Proponent shall complete and submit the Proposal Submission Forms within *Schedules: Technical Information* in accordance with the instructions contained therein. While a signature is requested, the act by the Proponent of submitting the Proposal Submission Form without a signature shall nevertheless be deemed to be equivalent to a signature and to be binding upon the Proponent in the same manner as a signature.

At ONE's request, ONE may seek confirmation of the Proponent's intent to be so bound by requiring such signature after the Closing Time. A failure to provide such signature by the Proponent within two (2) business days of ONE's written request shall be a breach of a Mandatory Requirement of this RFP and the Proponent will be rejected.

Mandatory Requirements of this RFP include:

- i. Submission received prior to submission deadline
- ii. Submission Checklist included
- iii. Proposal Submission Form (Schedule A) included
- iv. All Addenda acknowledged on Schedule A
- v. Submission typed/written in English

#### b) **File 1 - Technical Data**

Proposals will be evaluated against the point-rated criteria listed in Section A.6. ONE at its sole discretion will determine how many Proponents will be interviewed and the method by which interviews will be conducted.

#### c) **File 2 - Pricing Evaluation**

File 2 will only be viewed for those Proposals that have met the minimum score under the point-rating evaluation system listed in Section A.6. In the event that less than 3 Proponents score a minimum 75 points, File 2 will be opened for the top 3 scoring Proponents.

Pricing Evaluation will consist of a review of all prices submitted in Schedule C.

The successful Proponent(s) will be determined by the result of calculated and combined point-ratings of all the criteria and components of this RFP and addenda/addendum; therefore, the lowest price proposal will not necessarily be the accepted one.

### **3.4 Confidentiality of Evaluation**

All information provided by a Proponent in connection with this RFP will be confidential if so designated by the Proponent and will not be disclosed except as provided in this RFP or as required by law.

Evaluation scores and rankings are confidential and, apart from identifying the top-ranked and successful Proponent(s), no further details of the Proposal submissions or score or ranking of any Proponent will be released to any other Proponent, subject to ONE's procurement obligations under BPSAA, CFTA and CETA, as applicable.

**END OF SECTION**

## 4.0 SUCCESSFUL PROPONENT(S)

### 4.1 Laws of Ontario

The current laws of the Province of Ontario will govern any contract resulting from this RFP.

### 4.2 Negotiations

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and ONE may be settled, and the issues concerning implementation may be clarified.

### 4.3 ONE Not Employer

The Proponent agrees that ONE is not to be understood as the employer to the Successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of the RFP process. It is understood that the Successful Proponent will act as an independent supplier.

### 4.4 Provisions

In addition to all other contractual rights or any other rights available at law or in equity, The Proponent will be required to enter into an agreement with ONE containing the following conflict of interest provisions.

1. The Proponent agrees to:
  - (a) Avoid any conflict of interest in the performance of its contractual obligations,
  - (b) Disclose to ONE without delay any actual or potential conflict of interest that arises during the performance of its contractual obligations, and
  - (c) Comply with the requirements imposed by ONE to resolve the conflict of interest.
2. ONE may immediately terminate the agreement, upon giving written notice to the Proponent when:
  - (a) The Proponent fails to disclose any actual or potential conflict of interest
  - (b) The Proponent fails to comply with any requirements imposed by ONE to resolve the conflict of interest, or
  - (c) In the reasonable opinion of ONE, it is not possible to resolve the Proponent's conflict of interest.

The same shall apply for any current and future sub-contractor/consultant/manufacture being used as part of the contract agreement.

### 4.5 Non-Waiver

No act or omission by ONE will be construed by the Successful Proponent as a renunciation or waiver of any rights or recourses for any breach by the Successful Proponent of its obligations set out in this RFP and in the Contract, unless ONE provided the Successful Proponent with an express waiver in writing. Any work performed by ONE which is part of the Work will not relieve the Successful Proponent of its obligations to do that Work.

### 4.6 Non-Assignment

During the performance of the contract, the Successful Proponent will not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of ONE.

### 4.7 Damage Claims

The Successful Proponent will be responsible for all damages caused by, arising from the performance of, or arising from the Successful Proponent's failure or the failure of its employees, agents, sub-

contractors, or any persons under its control to perform any or all of its obligations in accordance with the terms of the Contract.

#### **4.8 Indemnification**

The Proponent will protect, defend and save ONE, its agents and advisors harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts, errors or omissions of the Proponent, and/or its agents, employees, or successors.

The Proponent hereby agrees to defend, indemnify and hold harmless ONE, the Evaluation Committee members and all ONE elected or appointed officials, officers, employees, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### **4.9 Insurance**

##### **Commercial General Liability Insurance**

Commercial General Liability ("CGL") insurance must include ONE and ONE JIB as an Additional Insured, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Owner's and Consultant's Protective, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

##### **Professional Liability Insurance**

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

Such coverage must include ONE and ONE JIB and in all respects be satisfactory to ONE and shall be maintained continuously by the Proponent from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide ONE and the ONE JIB with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

The Proponent must submit a proof of insurance to ONE concurrent with the execution of a Contract.

#### **4.10 Right to Audit**

The Proponent will be expected to maintain complete books and records with respect to services, costs, expenses, receipts or other information necessary to verify the scope or charges for any services provided under this program. ONE has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this agreement.

#### **4.11 Termination**

In the event that the successful Proponent fails to comply with any provision of this Request for Proposal or otherwise fails to perform its contractual obligations hereunder in a competent manner satisfactory to ONE, ONE may give the successful Proponent notice in writing of such failure. In the event that the successful Proponent has not remedied its failure within ten (10) days of the said notice, ONE will be entitled to exercise any one or more of the following remedies:

- a) ONE may terminate the contract without further notice;

- b) ONE may withhold any payment due to the successful Proponent hereunder until the successful Proponent has remedied its failure;
- c) ONE may engage the services of another Proponent or any other firm to remedy the successful Proponent's failure and obtain reimbursement therefore from the successful Proponent. The said reimbursement may be obtained either through deduction from any amounts owing to the successful Proponent hereunder, or through any other legal means available to ONE; and/or;
- d) ONE may assert any other remedy available to it in law or equity.

Unless ONE expressly agrees to the contrary, any failure of ONE to exercise any of the foregoing remedies, or the granting of any extension or indulgences, will not be prejudicial to any right of ONE to subsequently obtain such remedies.

**END OF SECTION**



## APPENDIX A THE OPPORTUNITY

### A.1 Project Overview

ONE Investment, on behalf of the ONE JIB, is seeking to appoint a Closed Meeting Investigator for a five-year term, subject to approval by the Founding Municipalities of the ONE JIB, with the option to renew for one additional five-year term. ONE anticipates that the Closed Meeting Investigator's term will start April 14, 2020,

ONE JIB may in its sole discretion, renew the Contract for one (1) additional term of five (5) years on the same terms and conditions, subject to cost escalation as outlined below.

The value of the renewal term shall calculate as follows:

Year 6 = Year 5 Hourly Rate for On-Demand Closed Meeting Investigator Services multiplied by 2.5%

Year 7 = Year 6 Hourly Rate for On-Demand Closed Meeting Investigator Integrity Commissioner Services multiplied by 2.5%

Year 8 = Year 7 Hourly Rate for On-Demand Closed Meeting Investigator Services multiplied by 2.5%

Year 9 = Year 8 Hourly Rate for On-Demand Closed Meeting Investigator Services multiplied by 2.5%

Year 10 = Year 9 Hourly Rate for On-Demand Closed Meeting Investigator Services multiplied by 2.5%

### A.2 Scope of Work

All Ontario Municipalities must appoint a Closed Meeting Investigator under section 239.2 of the Municipal Act. The ONE JIB will be required to appoint a Closed Meeting Investigator once it is constituted at its first meeting, which is currently scheduled for April 15, 2020. The municipalities which set up ONE JIB, also known as the Founding Municipalities, are required to approve the appointment of the Closed Meeting Investigator. This is scheduled to occur short before April 15, 2020.

ONE Investment is seeking written proposals from qualified Proponents for the provision of Closed Meeting Investigator Services. These include the following:

- a) Proponent to provide the services of receiving complaints and conducting investigations, as required, pursuant to Sections 239, 239.1 and 239.2 of the *Municipal Act, 2001*, in respect of ONE JIB's meetings or part of a meeting that was closed to the public, to determine compliance with the Act and/or the ONE JIB's Procedural By-law;
- b) The Proponent will need to establish a Complaint Handling Procedure prior to April 15, 2020;
- c) Investigation Reporting to ONE JIB - Report to the ONE JIB, in a timely manner, the results of such investigations, including dismissing a complaint without an investigation (e.g. frivolous, vexatious or insufficient evidence) as well as providing recommendations for improvements to local processes;
- d) Compliance - In conducting the investigation or determining not to undertake an investigation, the investigator shall have regard to: the importance of her/his independence and impartiality; the confidentiality of her/his activities; and, credibility as it relates to the complaint and her/his investigative process;

- e) Reporting - Investigative services shall commence within 3 days of receiving a complaint and shall include accurate and concise documentation. Proponents must demonstrate how the ONE JIB Board Secretary will have access to up to date information on investigations; and,
- f) The integrity of the process shall always be maintained.

**Additional Reporting**

The Closed Meeting Investigator will provide an annual report presented to the ONE JIB Secretary by December 1 of each year of the Contract.

**A.3 Key Deliverables**

The successful Proponent must have:

- a. A thorough understanding of the *Municipal Act 2001* with respect to closed session meetings of Councils, Local Boards and Committees thereof, and of Meeting Investigator provisions of the Act;
- b. An understanding of the Accountability and Transparency sections of the *Municipal Act* in general;
- c. A general understanding of parliamentary procedures and procedural rules/by-laws as typically adopted by municipal councils and/or local boards in Ontario;
- d. A general understanding and experience with organization of municipal councils, local boards and local government administration;
- e. Demonstrated understanding of the statutory role of the ONE JIB and its relationship to the Founding Municipalities and Participating Municipalities; and
- f. Excellent communications skills, both verbal and written.

**A.4 RFP Contact**

All inquiries related to this RFP must be in writing and directed to:

Judy Dezell, Co-President/Co-CEO, ONE Investment  
 Email: [jdezell@amo.on.ca](mailto:jdezell@amo.on.ca)

**A.5 Key Dates**

The following are key dates related to this RFP.

Scheduled Task	Date (MM/DD/YYYY)
Issue Request for Proposal	12/02/2019
Final Date for Receipt of Proponent Questions	12/16/2019
Response to Proponent Questions	12/18/2019
Submission Deadline	12/23/2019 at 12:00:00pm

**A.6 Scoring Details**

Submissions will be scored according to the following point system:

<b>Point Rated Criteria Technical Proposal (File 1)</b>	<b>Points</b>
<b>Qualifications and Experience</b> <ul style="list-style-type: none"> <li>• Experience and qualifications of the Proponent</li> <li>• Experience and qualifications of key individuals assigned to the assignment</li> </ul>	/20
<b>Understanding and Approach</b> <ul style="list-style-type: none"> <li>• Methodology including timetable and work plan in undertaking the Services</li> <li>• Ability to provide services on a part-time, flexible and as needed basis, without competing employment demands</li> <li>• Understanding of the statutory role of the ONE JIB and its relationship to the Founding Municipalities and the Participating Municipalities</li> <li>• Previous work examples</li> </ul>	/30
<b>Interview</b> <ul style="list-style-type: none"> <li>• Assessment of communication skills, investigative skills, critical thinking skills and knowledge of legislated requirements using scenario-based and other questions posed during the interview</li> </ul>	/30
<b>SUBTOTAL (Minimum overall score of 75 required to proceed)</b>	/80
Total Pricing (File 2)	/20
<b>TOTAL</b>	<b>/100</b>

**END OF SECTION**

## SCHEDULES TECHNICAL INFORMATION (FILE 1)

### Submission Checklist

The Submission consists of two separate components as shown in the checklist below:

1. **Technical Information** –All data and forms
2. **Pricing Documentation** – The Pricing Forms

Proponents must provide the following for use in evaluation:

<b>File 1: I/WE have provided the following Technical Information Schedules with the Submission</b>	
	Schedule A: Proposal Submission Form
	Schedule B: Disclosures of Conflict of Interest/Unfair Advantage
<b>File 2: I/WE have provided the following Pricing Documentation Schedules with the Submission</b>	
	Schedule C: Pricing Documentation

**Schedule A Proposal Submission Form**

**Submission:** The Proposal Submission Form, when completed, will form part of your Proposal and shall be completed and returned with your Proposal. Please sign where indicated – it is ONE's preference that this form be signed when submitted. If not signed, but submitted, the Proponent acknowledges that such submission alone binds the Proponent to its terms.

**To: ONE Investment and its Members****Proponent Information:**

Legal Name: \_\_\_\_\_  
(Company/Firm)

Type of Legal Entity \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street No. & Name

\_\_\_\_\_  
City, Province/State

\_\_\_\_\_  
Postal/Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Confirmation:**

I/WE, the undersigned authorized signing officer(s) for the Proponent, hereby represents, agrees, declares and/or acknowledges that:

- (a) That all statements, schedules and other information provided in this Proposal are true, complete, accurate, and up-to-date in all respects to the best knowledge of the Proponent;
- (b) That no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this Proposal;
- (c) Consent to the disclosure of its information, including any information identified as confidential by the Proponent, by ONE or the Members to any of their consultants or advisors who may be retained for the purposes of evaluating the information, as well as their employees or officers, who need to know in relation to the RFP and the procurement of services;
- (d) That any information contained in the Proposal for which confidentiality is to be maintained by ONE of the Members has been specifically identified (rather than the Proposal as a whole);
- (e) That the RFP and this Proposal do not create any legal obligation on the part of ONE or the Members or restrict their rights regarding the procurement of any good or service;
- (f) That the Proponent consents to ONE or the Member performing checks with any customer references provided, and with any other relevant references;

- (g) That it is not in a position of conflict of interest in respect to responding to this RFP and providing a Proposal or, if awarded Product(s), entering into an agreement with ONE and providing the deliverables.
- (h) That the Proponent has no unfair advantage, including access to confidential information (other than confidential information that may be disclosed to all Proponents as part of the RFP process), in bidding on this RFP;
- (i) Subject to Section 1.17 of the RFP with respect to the Proponent, the Proponent acknowledges and agrees that ONE or the Members shall have no liability to the Proponent or its sub-contractors in respect of the conduct of the procurement process relating to this RFP by ONE or the Members, whether in contract or tort or otherwise, and including, without limitation, for costs that the Proponent or its subcontractors incur with respect to the procurement process or for any loss of profit the Proponent or its subcontractors incur as a result of not being awarded a contract under this procurement process. The limitation of liability shall apply whether or not based on an allegation, whether in whole or in part, true or not, that ONE or the Member has conducted an unfair procurement process, or in the event the Proponent experiences any technical issues either accessing the RFP on MERX Canadian Public Tenders website or submitting a proposal.
- (j) That this submission is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal and is in all respects fair and without collusion for fraud;
- (k) That the agent listed below is hereby authorized by the Proponent to submit this Proposal and is authorized to negotiate matters related to this Proposal on behalf of the Proponent;
- (l) That the Proponent shall be wholly responsible for the Proposal and for all obligations and liabilities that flow from the Proposal, including through any agreement or agreements that may ultimately result from this procurement process;
- (m) That we have received, examined and carefully incorporated Addenda \_\_\_\_ through \_\_\_\_ inclusive.

[Name of Proponent]: \_\_\_\_\_

Per: \_\_\_\_\_

**I have authority to represent and bind the Proponent:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## SCHEDULES PRICING DOCUMENTATION (FILE 2)

### Schedule C Pricing Documentation

All prices shall exclude HST.

Item	Description	Unit of Measure	Estimated Quantity	Unit Cost	Total
1	Complaint Procedures	Lump Sum	1	\$	\$
2	Year 1 Hourly rate for On-Demand Closed Meeting Investigator Services	Hourly	100	\$	\$
3	Year 2 Hourly rate for On-Demand Closed Meeting Investigator Services	Hourly	100	\$	\$
4	Year 3 Hourly rate for On-Demand Closed Meeting Investigator Services	Hourly	100	\$	\$
5	Year 4 Hourly rate for On-Demand Closed Meeting Investigator Services	Hourly	100	\$	\$
6	Year 5 Hourly rate for On-Demand Closed Meeting Investigator Services	Hourly	100	\$	\$
<b>CONTRACT PRICE FOR INITIAL 5 YEAR TERM (excluding HST)</b>					\$